



BAND INSURANCE POLICY

TERMS AND CONDITIONS

Effective from 1st January 2021

Contents

Terms and Conditions

Section 1 Musical Insurance	2 - 9
Section 2a Public Liability	10 - 12
Section 2b Personal Accident	12 - 15
Section 3 General Contents	16 - 34
Section 4 Employers' Liability	35 - 40
Section 5a Buildings	40 - 42
Section 5b Property Owners Liability	42 - 49
Section 6 Terrorism	50 - 53
Making a complaint	53
Financial Services Compensation Scheme	53
Privacy Notice - How we use personal information	54 - 56
How to contact us	57

You Allianz Musical Insurance Policy is made up of several parts which must be read together as they form **your** contract of insurance with the Insurer. Please take time to read all parts of the Policy to make sure they meet and continue to meet **your** needs and that **you** understand the terms, exclusions and conditions. If **you** wish to change anything or if there is anything **you** do not understand, please let **your** broker know.

How your cover works

We will insure **you** within the conditions of **your** policy for those sections named in the schedule for any insured event which takes place during the period of insurance. **Your** policy ends at midnight on the last day of each period of insurance.

You must tell us if there are any changes in your circumstances.

The changes **we** need to know about are:

- Changes to items **you** have insured
- Amendments to sums insured for the items **you** have insured
- Changes to **your** address or the address of the premises
- Changes **you** require to the cover provided
- **You** being subject to a County Court Judgement
- **You** being convicted of a criminal offence (other than motoring offences)
- Where **you** have general contents insurance with **us**, if the values or items to be insured changes
- Where the use of the buildings have changed if **you** have requested buildings cover
- If the buildings are no longer solely used by **you**
- If there is any building work being undertaken and **you** have requested buildings cover
- If the security changes on the premises
- If the number of consecutive days the property is unoccupied increases to more than 90 days
- If the property is no longer in a good state of repair

Section 1 - Musical Insurance

The **insured item(s)** covered by this insurance is/are detailed on **your policy schedule**, together with the **sum(s) insured** and any additional terms, exceptions and conditions that apply to **your policy** in addition to those contained in these Terms and Conditions.

These policy Terms and Conditions are part of **your** insurance contract and must be read in conjunction with **your policy schedule**. To understand exactly what **your** insurance contract covers **you** must read **your policy schedule**, together with these policy Terms and Conditions.

Important Information

- 1 Please ensure the **sum insured** of each **insured item** is adequate and reflects the current replacement cost. All **insured items** with an individual value in excess of £10,000 will, in the event of a claim or mid-term adjustment to amend the value of an **insured item**, require written evidence of value. Written evidence of value and title should be no more than 3 years old at the time of a claim. The valuation should be from a reputable source within the United Kingdom in pounds sterling, unless otherwise agreed by **us**.
- 2 In the event of a total loss claim **we** will pay the market value up to the **sum insured**. **We** recommend that **you** obtain written evidence of value and title for all **insured items**.
- 3 The policyholder must be over 18 years of age to take out this insurance cover.

Definitions

If **we** explain what a word means, that word has the same meaning wherever it appears in Sections 1 and 2 of these Terms and Conditions.

Accidental loss/accidentally lost - Loss which is sudden and unexpected and is not deliberately caused by **you** or any other party.

Act of terrorism - The use, or threatened use of force (including but not limited to biological, chemical or nuclear force) by any person or group of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed to political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.

Computer Equipment - Computers, laptops, tablets, MP3 players, and mobile phones

Indemnify - To restore **you** to the same financial position after a valid claim that **you** were in immediately prior to the valid claim.

Insured item(s) - The musical instrument(s), equipment and accessories detailed on **your policy schedule** owned by **you** or that are **your** responsibility.

Loaned - The temporary transfer of the **insured item** into the custody and control of another person with **your** permission.

Period of cover - The period specified on **your policy schedule**.

Policy schedule - The document showing details of the **insured item(s)** and any special clauses and/or terms which apply.

Start date - The date this insurance commences as stated on **your policy schedule**.

Sum(s) insured - The maximum claim amount **we** will pay for each individual **insured item**, as shown on **your policy schedule**.

Unspecified musical accessories - Cases and/or other items used to play or tune the instrument(s) insured under this policy but excluding items with an individual value of less than £10 or more than £250. For the purpose of this insurance, **computer equipment** and musical instruments are not classed as musical accessories and to be covered by this insurance must be specifically listed on **your policy schedule**.

We, our, us, insurer - Allianz Insurance plc.

You, your - The person, band, organisation or orchestra named on the **policy schedule**.

General Conditions: Section 1- Musical Insurance

You must comply with the following conditions to have the full protection of **your** policy. If **you** do not, and the condition **you** have not kept to relates to a claim, **we** can refuse the claim.

- 1 **Precautions** - **You** must keep the **insured item** in a good state of repair and take all reasonable precautions to prevent accidents, theft, loss and damage.
- 2 **Security** - As a minimum security requirement the premises that the **insured item** is kept in must have the following in place when the premises are left unattended and the household retires for the night:
 - All external doors must be locked with the keys withdrawn from locks, and
 - All external windows must be closed

and latched, except those in occupied bedrooms.

If any additional security is required this will be detailed on **your policy schedule**. For any policy which has a combined **sum insured** of over £50,000, a security questionnaire will need to be completed by **you** and **we** may require additional security.

- 3 **Change in circumstances - We** need to know about certain changes in **your** circumstances. The changes **we** need to know about are:

- Changes to items **you** have insured
- Amendments to **sums insured** for the items **you** have insured
- Changes to **your** address
- Changes **you** require to the cover provided
- **You** being subject to a County Court Judgement
- **You** being convicted of a criminal offence (other than motoring offences)
- Where **you** have general contents insurance with **us**, if the values or items to be insured changes
- Where the use of the buildings have changed if **you** have requested buildings cover
- If the buildings are no longer solely used by **you**
- If there is any building work being undertaken and **you** have requested buildings cover
- If the security changes on the buildings and **you** have requested buildings cover
- If the number of consecutive days the property is unoccupied increases to more than 90 days
- If the property is no longer in a good state of repair
- Changes to where **you** store **your** items

- 4 **Changes at renewal - If we** offer a further **period of cover we** may change the premium, excess and policy Terms and Conditions. **We** also have the right not to invite renewal and **we** will notify **you** in writing of any such action prior to the end of **your** current policy year.

- 5 **Claims, our rights - We** are entitled at **our** own expense to enter into proceedings in **your** name to recover any payment made under this policy, when **we** consider that there are rights of recovery against other parties, and **you** must assist **us** if **we** ask you to.

- 6 **Other insurances - We** will not make payment for any claim that is covered by

any other insurance. If there is any other insurance under which **you** are entitled to make a claim **you** must tell **us** the name and address of the other insurance company and **your** policy number with them.

- 7 **Under-insuring - If** at the time of a claim it is discovered that **you** have under-stated the **sum insured** then the most **we** will pay is the **sum insured**.

- 8 **Passing of interest - When** a claim is settled for a total loss, the **insured item** will belong to **us**. If **we** choose not to take possession of the **insured item, we** will not be held responsible for any disposal charges.

- 9 **Transfer of interest - We** will not be bound by any passing of **your** interest in this insurance, unless by death or operation of law and then only until **we** agree to accept such transfer of interest by the issue of a revised **policy schedule**.

- 10 **Arbitration - If we** accept that there is a claim under this policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred by **us** to an arbitrator appointed in accordance with the current statutory provisions. In these circumstances the arbitrator's award must be made before there is any right of action against **us**.

- 11 **Jurisdiction:**

- a The laws of England and Wales apply to this insurance contract
- b Unless **we** agree otherwise the language of the policy and all communications relating to it will be English.

- 12 **Free reinstatement of the sum insured after a claim - Following** a claim, other than a total loss, the **sum insured** will automatically be reinstated until the end of the current **period of cover**. If **we** make a payment for depreciation in value, the **sum insured** will automatically be reduced to the depreciated figure agreed between **you** and **us** and in these circumstances **we** will not provide any refund of premium.

- 13 **Cancellation rights:**

- a **You** have the right to cancel this policy within 14 days of the **start date** or receipt of this policy document with **your policy schedule**, whichever is later. If **you** cancel within this 14-day cancellation period **you** will receive a full refund of any premium paid
- b **You** can cancel **your** policy at any time after the 14-day period and **we** will give

you a refund of the money **you** have paid for the **period of cover** after the cancellation date.

Applicable to **a** and **b** - if **you** have made a claim **you** will not receive a refund of the premium paid.

- c** The cancellation procedure detailed in **a** and **b** does not apply to policies with a duration of less than one month.
- d** **We** can cancel **your** policy at any time if **you** have been dishonest or fraudulent in

any dealings with **us**. **We** will give **you** 7 days notice in writing to the last address **you** have given **us** and **we** will give **you** a refund of any money **you** have paid for the policy year after the cancellation date.

What is Covered

Loss or damage to the **insured item(s)** described on **your policy schedule**, and **unspecified musical accessories** up to a single claim value of £500, caused by:

Accidental damage (including fire damage)

The cost of repair and, if following repair the **insured item** has reduced in value (depreciated), due to damage sustained, the amount the value of the **insured item** has reduced by.

If the **insured item** is accidentally damaged and can be repaired **we** will pay the cost of repair and if following repair the **insured item** has reduced in value (depreciated), due to the damage sustained, the amount the **insured item** has reduced by.

What is Not Covered

Any amount over the **sum insured** for the **insured item** shown on your **policy schedule**.

Any amount for the depreciation in value of any **computer equipment**.

Loss or damage arising from:

- a** Faulty design or workmanship or the use of faulty or unsuitable materials.
- b** Any process of cleaning, dyeing, maintenance, repairing, restoration or servicing
- c** Electronic, electrical or mechanical breakdown, failure or derangement.
- d** Any form of virus.

Damage while the **insured item** is stored at any residence which **you** lent, let or sub-let to another person unless entry or exit is made using forcible and violent means.

Loss or damage arising from:

- a** Wear and tear, deterioration or any gradually operating cause.
- b** An inherent or latent defect.
- c** Wet or dry rot, mould, mildew, damp, fungus, rust or corrosion.
- d** Insects, vermin or woodworm.

Theft

Theft from the premises the **insured item** is kept in when the premises is left unattended or the household retires for the night, unless:

- a** Involving forcible and violent entry,
- b** All external doors are locked with the keys withdrawn from locks,
- c** All external windows are closed and latched, except those in occupied bedrooms, and
- d** Where we have stated on **your policy schedule**, an alarm is fitted and activated.

What is Covered	What is Not Covered
<p>Theft (continued)</p>	<p>Unexplained theft.</p> <p>Theft if the insured item is stored at an address that is left unoccupied for more than 60 days.</p> <p>Theft or attempted theft while the insured item is stored at any residence which you lent, let or sub-let to another person unless entry or exit is made using forcible and violent means.</p> <p>Theft by any person or persons to whom any insured item is entrusted or loaned.</p>
<p>Accidental loss</p>	<p>Unexplained loss within your residence.</p> <p>Loss while the insured item is stored at any residence which is lent, let or sub-let to another person unless entry or exit is made using forcible and violent means.</p>
<p>The policy is extended to include: loss, damage and theft to the insured item(s) whilst loaned to any person(s) provided they are using the insured item with your permission and are willing to adhere to these Terms and Conditions. It is your responsibility to make sure the person loaning the items is aware of the Terms and Conditions.</p>	<p>Any more than 5 insured items being loaned out at the same time.</p> <p>Items over £25,000 while they are loaned out unless you have informed us and we have agreed.</p> <p>Theft by any person or persons to whom any insured item is entrusted or loaned.</p>

Cover Extensions

- If during the **period of cover you** acquire or become responsible for additional musical instruments or accessories which are not insured under another insurance policy, this insurance will extend to cover those items but not in respect of any increase in value and subject to:
 - You** notifying **us** within 14 days of acquiring or becoming responsible for the additional musical instruments or accessories and **you** agreeing to pay any additional premium for their inclusion.
 - The amount **we** pay is limited to:
 - £1,000 for any one additional musical instrument/accessory.
 - £2,500 for all instruments/accessories during any one **period of cover**.
- In the event of a valid claim **we** will pay the cost of hiring an alternative instrument under this policy subject to:
 - Confirmation as to why the hiring of an instrument is required, for example an

upcoming concert performance or a pupil's music teacher confirming the pupil needs the instrument for a scheduled lesson,

- A limit of 10% of the **sum insured** for the **insured item** which is subject to the claim, and
- A limit of £1,000 in total for any one claim for hiring costs.

Territorial Limits

The insured items shown on **your policy schedule** are covered in the United Kingdom during the **period of insurance**, and Worldwide for up to 90 days for any one trip as long as **you** remain a UK resident. **You** are not covered if **you** are planning to travel to any country where the Foreign and Commonwealth Office has advised against travel.

General Exclusions

Applicable to Section 1 - Musical Insurance

What is Not Covered

- The first £100 of each claim under Section 1

- Musical Insurance unless otherwise stated on **your policy schedule**.
- 2 Loss of or damage to computer memory or other electronic memory or data storage, discs, memory cards or microchips.
 - 3 Breakage of customer replaceable items such as strings, reeds and/or drumheads.
 - 4 Loss or damage arising from:
 - a Any form of transit by air unless the **insured item** is kept in **your** hand luggage, in a protective case stowed near your seat. **Your** instrument is not covered when placed in the airplane hold. If it is not possible to keep **your insured item** near **your** seat, **you** must contact **us** and **we** will advise how this affects **your** cover.
 - b Any form of postal or similar transit unless the **insured item** is securely packed in a suitable protective musical instrument case or other suitable protective container and the transit is tracked and guaranteed.
 - 5 Loss or damage arising from:
 - a Climatic or atmospheric conditions, changes in air pressure or extremes of temperature.
 - b Effects of sunlight, fading, changes in colour, texture or finish.
 - c Dampness, condensation, frost, dryness, dust, shrinkage or contamination.
 - 6 Any costs suffered as a result of not being able to use the **insured item**.
 - 7 Any costs incurred in matching any parts of a set or collection not involved in a claim.
 - 8 Loss or damage to the **insured item(s)** whilst left in an unattended vehicle unless
 - There is forcible and violent entry into the vehicle, and
 - The **insured item** is hidden from view with all the vehicle's security systems activated and all doors, windows and sunroofs closed. If the **insured item** will fit into a glove compartment, a locked boot or other concealed internal compartment of the vehicle, it must be placed in one of these areas when left unattended.
- The maximum amount that **you** can claim for theft from an unattended vehicle is the **sum insured** or £20,000 whichever is less.
- 9 Travel, delivery, postage or courier costs in the event of a claim, such as transporting the **insured item(s)** to a repairer.
 - 10 The cost of any estimate or quotation to replace and/or repair the **insured item(s)**.
 - 11 Any amount if **you** have not notified **us** within 60 days of the date the loss/damage happened.
 - 12 Any amount for depreciation if a claim for this has not been made within 60 days of the repair being finished.
 - 13 Any costs or damage caused by the failure of any electrical or **computer equipment**, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.
 - 14 Costs or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.
 - 15 Loss or damage happening in connection with an earthquake or a volcanic eruption.
 - 16 Loss or damage arising from:
 - a Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear components of such assembly.
 - c Pressure waves caused by aircraft and other aerial devices.
 - d Any chemical, biological, bio-chemical or electromagnetic weapon.
 - 17 Loss or damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, rebellion, revolution, insurrection or military or usurped power.
 - 18 Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from, or in connection with, any **act of terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss.
 - 19 E-Risks
 - a Loss or destruction of or damage to any **computer equipment** (as defined below) consisting of or caused directly or indirectly by:
 - i programming or operator error whether by the insured or any other person

ii **Virus or similar mechanism** (as defined below)

iii **Hacking** (as defined below)

iv malicious persons

v failure of external networks unless, in respect of i, ii and iii above, such damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- b any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss, destruction or damage described in paragraph a of this exclusion unless, in respect of a i, ii or iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c Loss or destruction of or damage to any property other than **computer equipment** where it arises directly or indirectly out of loss or destruction of or damage to any **computer equipment** of the type described in paragraph a of this exclusion unless, in respect of loss or damage to other property arising from a i, ii or iii above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d Loss or destruction of or damage either to **computer equipment** or any other property where it consists of or arises directly or indirectly out of:
 - i the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
 - ii the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d i above
 - iii any misinterpretation, use or misuse of information on computer systems or other records, programs or software unless, in respect of d

ii and iii above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- e any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss, destruction or damage described in paragraphs c and d of this exclusion unless, in respect of c, d ii and iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this exclusion:

Computer Equipment – means **computer equipment**, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the insured or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism – means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to ‘Trojan Horses’, ‘Worms’ or ‘Logic Bombs’.

Hacking – means unauthorised access to any computer or **computer equipment**, component, system or item, whether the property of the insured or not, which processes, stores, transmits or retrieves data.

25 Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a **Contagious or infectious disease;**
- b the fear or threat (whether actual or perceived) of a **contagious or infectious disease;**
- c the presence or suspected presence of **pathogens** at, in or on the premises or property of any person or entity; or
- d any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **contagious or infectious disease** or

any **pathogens** irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to **physical damage** to property insured under the policy and any business interruption directly resulting from such **physical damage**, where such **physical damage** itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- a clean-up, detoxify, decontaminate, or remove pathogens from any property where the property is or is feared to have been affected by **pathogens** or a **contagious or infectious disease**;
- b monitor or test for **pathogens** or a **contagious or infectious disease**; or
- c provide medical treatment for persons affected by a **contagious or infectious disease**.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- a cause **pathogens** to come into contact with the premises or property of any person or entity; or
- b cause or attempt to cause another person or persons to contract a **contagious or infectious disease** and, in or by so doing, cause **pathogens** to come into contact with the premises or property of any person or entity.

Physical Damage – means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a **pathogen** on property or contamination of property by a **pathogen** does not constitute **physical damage**.

Contagious or Infectious Disease – means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any **pathogen**, where the method of

transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen – means any **pathogen**, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a **contagious or infectious disease**.

Claiming

Making a claim

- 1 As soon as possible and no later than 60 days after the loss/damage occurred, **you** must:
 - a Notify **your** broker of any occurrence which may result in a claim and provide any further details which **we** may require. If **you** do not, **we** will not cover any costs in relation to that particular incident.
 - b Notify the police:
 - Of any loss or damage by theft, attempted theft or malicious damage.
 - If the property is lost whilst away from **your** normal place of residence.
- 2 **You** must not make any admission of liability without **our** consent and **we** are entitled to take over and conduct in **your** name any negotiations or legal action in connection with a claim under this policy.
- 3 **You** must provide evidence of value and ownership or legal responsibility if requested by **us** to enable **us** to settle **your** claim.
- 4 Claims for depreciation must be made no later than 60 days after the repair of the **insured item** is finished.

How we will settle your claim

- 1 In the event of partial damage **we** will pay for the full cost of repairs and for any depreciation in value arising directly from the damage (but not exceeding in total the **sum insured** for the **insured item**), provided the **sum insured** for the damaged item is adequate to replace the **insured item**.
- 2 In the event that **we** decide the **insured item** is beyond economic repair **we** will pay the cost of replacing the **insured item** with no deduction for wear or tear or depreciation (but not exceeding the **sum insured** for the **insured item**), provided the **sum insured** for the lost or damaged item is adequate to replace the **insured item**.
- 3 By 'replacing the **insured item**' **we** mean:
 - a For property which can be replaced with a new model identical to the **insured item** or with equivalent quality and features, the catalogue price at the **start date** of the current **period of cover**.
 - b For other property, the market value at the **start date** of the current **period of cover**.
 - c For mobile phones, any replacement **we** provide will come from new stock, except for Apple mobile phones which can come

from new or refurbished stock. The colour of a replacement mobile phone may not be the same as the one **you** have claimed for.

- 4 **We** can at **our** option settle **your** claim by cash payment, repair, replacement or reinstatement.
- 5 If **you** elect not to replace property which has been totally lost or destroyed, the amount payable will be the market value limited to the **sum insured** for the **insured item**.

Airline claims

In the event that **your insured item** is lost, stolen or damaged during air travel **you** must:

- 1 Report any damage or loss as soon as possible to the relevant airline staff and comply with any instructions they give.
- 2 Obtain a property irregularity report or damage report from the airline.
- 3 Retain **your** baggage-check ticket and tag(s).

Fraud

- If **we** suspect **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy will be void. In such circumstances, **we** retain the right to keep the premium and to recover any claim payments made under the policy. 'Void' means **we** will stop **your** insurance from the date the fraud occurred. If **we** take this action **you** must tell any other insurer that **we** have voided **your** cover and failure to do this could invalidate any future insurance policy.
- If **we** receive a claim under **your** policy **we** may ask **you** or any person covered under the policy to give written consent, during the claims process, for **us** to obtain specified information and material from the police and to exchange information and material with them. The purpose of these measures is to help **us** verify claims and to guard against fraud. If **you** or a covered person gives such consent **you** or the covered person will be given the opportunity to receive a copy of the information and material the police release to **us**.

Should **you** or any covered person decline to give such consent **we** may in turn decline to settle the claim without the required information and material. **We** will not release information or material about a covered person to **you** without their consent.

Section 2 - Public Liability and Personal Accident

(Your policy schedule will show if this section is insured by your policy)

Your policy schedule details any additional terms, exceptions and conditions that apply to **your** policy in addition to those contained in these Terms and Conditions.

These policy Terms and Conditions are part of **your** insurance contract and must be read in conjunction with **your policy schedule**. To understand exactly what **your** insurance contract covers **you** must read **your policy schedule**, together with these policy Terms and Conditions.

Definitions

If **we** explain what a word means, that word has the same meaning wherever it appears in Sections 2a and 2b of these Terms and Conditions.

Accident(s) - A sudden and unexpected event which happens by chance during the **period of cover** whilst **you** are **using** an item of musical equipment.

Act of terrorism - The use, or threatened use of force (including but not limited to biological, chemical or nuclear force) by any person or group of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed to political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.

Bodily injury - Death or identifiable physical injury.

Indemnity - To restore **you** to the same financial position after a valid claim that **you** were in immediately prior to the valid claim.

Loss of hearing - Total and permanent loss of hearing in one or both ears.

Loss of limb - Physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

Loss of sight - The complete and irrecoverable loss of sight in one or both eyes.

Period of cover - The period specified in the **policy schedule**.

Permanent total disability - A disability lasting without interruption for at least 12 calendar months, and in the opinion of an independent qualified medical referee acceptable to **us**, entirely prevents **you** from attending to any

business or occupation of any kind and at the end of that period being beyond the hope of improvement.

Policy schedule - The document issued to **you** which shows the sections of cover selected and any special clauses and/or terms which apply.

Start date - The date this insurance commences as stated in **your policy schedule**.

Territorial limits - The policy provides cover in the United Kingdom and any member country of the European Union, Andorra, Iceland, Liechtenstein, Norway, and Switzerland for up to 90 days. If **you** require liability cover anywhere else in the world, please speak to **your** broker.

Use, using - Performing, rehearsing, auditioning, teaching either at **your** home/premises, the pupil's home or a public place, loading and unloading the musical equipment/instruments and setting up prior to, and clearing away after, a performance/gig.

We, our, us, Insurer - Allianz Insurance plc.

You, your - The person named in **your policy schedule**.

General Conditions applicable to sections 2a and 2b

You must comply with the following conditions to have the full protection of **your** policy. If **you** do not, and the condition **you** have not kept to relates to a claim, **we** can refuse the claim.

- 1 Precautions** - **You** must take all reasonable precautions to prevent accidents and damage. If there is a disagreement between **you** and **us** as to what reasonable precautions are, the details will be referred to a specialist body mutually agreed upon.
- 2 Change in circumstances** - **We** need to know about certain changes in **your** circumstances. The changes we need to know about are detailed on page 1. Please make sure **you** read this section to ensure **you** are aware of the information **we** need from **you**. If **you** do not provide the information **we** ask for it could result in a claim not being paid or can affect the cover **we** provide.
- 3 Changes at renewal** - If **we** offer a further **period of cover** **we** may change the

premium, excess and policy Terms and Conditions. **We** also have the right not to invite renewal and **we** will notify **you** in writing of any such action.

- 4 **Claims, our rights -** **We** are entitled at **our** own expense to enter into proceedings in **your** name to recover any payment made under this policy, when **we** consider that there are rights of recovery against other parties, and **you** must assist **us** if we ask you to.
- 5 **Other insurances -** If at the time of any loss or damage **you** are entitled to **indemnity** from another source, **our** liability will end and **we** will not cover any costs.
- 6 **Transfer of interest -** **We** will not be bound by any passing of **your** interest in this insurance other than by death or operation of law unless and until **we** agree to accept such transfer of interest by the issue of a revised **policy schedule**.
- 7 **Jurisdiction:**
 - a. The laws of England and Wales apply to this insurance contract.
 - b. Unless **we** agree otherwise the language of the policy and all communications relating to it will be English.
- 8 **Cancellation rights:**
 - a. **You** have the right to cancel this insurance within 14 days of the **start date** or receipt of this policy document with **your policy schedule**, whichever is later. If **you** cancel within this 14-day cancellation period **you** will receive a full refund of any premium paid, provided **you** have not made a claim.
 - b. **You** may cancel this insurance at any time after the 14-day period and **we** will give you a refund of the money **you** have paid for the **period of cover** after the cancellation date
 - c. **We** can cancel **your** policy at any time if **you** have been dishonest or fraudulent in any dealings with **us**. **We** will give **you** 7 days' notice in writing to the last address **you** have given **us** and **we** will give **you** a refund of any money **you** have paid for the **period of cover** after the cancellation date.

Section 2a - Public Liability

In this section '**Your musical equipment**' means any musical, entertainment, sound and/or lighting equipment which is in **use** by **you**, providing it is owned by or loaned to **you** and is insured by **us**.

What is Covered

If property is damaged, or someone is killed, injured or falls ill as a result of an **accident** which occurs due to **your use of your musical equipment** during the **period of cover** within the **territorial limits** and **you** are legally responsible, providing **you** are a resident of the United Kingdom, **we** will pay:

- Compensation and claimant's costs and expenses, and
- Legal costs and expenses for defending a claim against **you**.

What is not Covered

1. More than the maximum amount shown in **your policy schedule**.
2. The first £100 of each and every claim arising from damage to third party property.
3. Any compensation, costs and expenses if **you** are aged under 16 years or over 85 years.
4. Any compensation, costs and expenses resulting from loss or damage to property which belongs to or is in the care, custody and control of **you**, **your** employee or a member of **your** family or household.
5. Any compensation, costs and expenses when **you** are entitled to **indemnity** from another source.
6. Any compensation, costs and expenses when punitive, exemplary or aggravated damages are awarded against **you**.
7. Any compensation, costs and expenses for the death, injury or illness of an employee or a member of **your** family or household.
8. Any compensation, costs and expenses arising from or due to:
 - a. **Your** trade, profession or business or assumed contract other than that of a musician, music teacher, sound or lighting engineer, entertainer, disc jockey or visual jockey.
 - b. Ownership, possession, **use** or occupation of land or buildings.

- c. Ownership, possession or **use** of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals and firearms and weapons.
9. Any compensation, costs and expenses for an **accident** not involving the **use** of **your musical equipment**.
10. Any compensation, costs and expenses if there is a contract in place unless **you** would have been liable in any event.

Conditions applicable to Section 2a Public Liability

1. At all times whilst **using your musical equipment you** must follow the manufacturer's instructions and safety advice.
2. When **you** are **using your musical equipment** the sound must not exceed the noise levels set by the local environmental health officer (EHO) or if lower, the level stipulated on the event/venue license.
3. **You** must not admit responsibility, agree to pay any claim or negotiate with any other person following an **accident**.
4. **You** agree to provide **us** with any information connected with the claim which **we** ask for.
5. **You** agree to tell **us** or help **us** find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
6. **You** must allow **us** to take charge of **your** claim and allow **us** to prosecute in **your** name for **our** benefit.
7. **You** must immediately send **us** any writ, summons or legal documents **you** receive and **you** must never reply to any of these.
8. **You** must inform **us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings.

Section 2b – Personal Accident

In this section 'musical equipment' means any musical, entertainment, sound and/or lighting equipment.

What is Covered

We will pay the amount shown below if at any time whilst **you** are **using** an item of **musical equipment** in the **territorial limits you** are

involved in an **accident**, which solely and independent of any other cause, causes **bodily injury** which results in **your** death, **loss of limb**, **loss of sight**, **loss of hearing** or **permanent total disability**.

The amounts **we** will pay under this section are:

1. Loss of limb	£5,000
2. Loss of sight	£5,000
3. Loss of hearing	£5,000
4. Permanent total disability	£10,000
5. Death	£10,000

Benefits under this section are payable to **you** or **your** nominees.

What is not Covered

1. Any amount if **you** are aged under 16 years or over 85 years.
2. Any amount for **permanent total disability** if **you** are aged over 65 years.
3. Any amount if the injury or death results from stress, trauma or psychiatric illness.
4. Any amount unless **your** death or loss occurs within 180 days of the **accident**.
5. Any amount for **permanent total disability** if **you** cannot prove to **us** that the **permanent total disability** has continued for 12 months from the date of the **accident** and in all probability will continue for the remainder of **your** life.
6. Any amount for any pre-existing medical condition.
7. Any amount relating to pregnancy or child birth.
8. More than one benefit in this section.
9. Any amount for any **accident** not involving the **use** of an item of **musical equipment**.

Conditions applicable to Section 2b

1. At all times whilst **using** the **musical equipment you** must follow the manufacturer's instructions and safety advice.
2. When **you** are **using** the **musical equipment** the sound must not exceed the noise levels set by the local environmental health officer (EHO) or if lower the level stipulated on the event/venue license.
3. If **you** are injured **you** must get medical attention as soon as possible.

4. **You** agree that **we** may appoint **our** own medical advisors to examine **you** as often as **we** require.

If an injury is worse because of a pre-existing condition or physical disability, **we** will only pay a percentage of your claim. The percentage will be based on the proportion that is attributable to the new injury only. If there is a disagreement between **you** and **us** regarding the percentage decided, a doctor who **we** and **you** agree is independent can be appointed and both parties agree to accept this doctor's opinion. **We** will pay any costs relating to this.

General Exclusions applying to Sections 2a and 2b

1. Any costs or damage caused by the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment, to correctly recognise and process any calendar date or time.
 2. Costs or damage by confiscation or detention or nationalisation or requisition by Customs or other officials or legal authorities.
 3. Loss or damage happening in connection with an earthquake or a volcanic eruption.
 4. Loss, damage or **bodily injury** arising from:
 - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear components of such assembly.
 - c. Pressure waves caused by aircraft and other aerial devices.
 - d. Any nuclear, chemical, biological, biochemical or electromagnetic weapon.
 5. Loss or damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, rebellion, revolution, insurrection or military or usurped power.
 6. Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from, or in connection with, any **act of terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss.
 7. Loss of or damage to computer memory or other electronic memory or data storage, discs, memory cards or microchips.
 8. Loss, damage or **bodily injury** due to:
 - a. Suicide, attempted suicide or intentional self-inflicted injury or deliberate exposure to exceptional danger (except in an attempt to save human life).
 - b. **Your** own criminal act.
 - c. **You** being in a state of insanity or under the influence of alcohol or drugs (except drugs prescribed by a registered Doctor which are not prescribed for a drug addiction).
 - d. Solvent abuse by **you**.
- 9 E-Risks
- a Loss or destruction of or damage to any **computer equipment** (as defined below) consisting of or caused directly or indirectly by:
 - i programming or operator error whether by the insured or any other person
 - ii **Virus or similar mechanism** (as defined below)
 - iii **Hacking** (as defined below)
 - iv malicious persons
 - v failure of external networks unless, in respect of i, ii and iii above, such damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
 - b any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss, destruction or damage described in paragraph a of this exclusion unless, in respect of a i, ii or iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
 - c Loss or destruction of or damage to any property other than **computer equipment** where it arises directly or indirectly out of loss or destruction of or damage to any **computer equipment** of the type described in paragraph a of this exclusion unless, in respect of loss or damage to other property arising from a i, ii or iii above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
 - d Loss or destruction of or damage either to **computer equipment** or any other property where it consists of or arises directly or indirectly out of:
 - i the erasure, loss, distortion, corruption or unauthorised

- access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
- ii the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d i above
 - iii any misinterpretation, use or misuse of information on computer systems or other records, programs or software unless, in respect of d ii and iii above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- e any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss, destruction or damage described in paragraphs c and d of this exclusion unless, in respect of c, d ii and iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this exclusion:

Computer Equipment – means **computer equipment**, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the insured or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism – means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to ‘Trojan Horses’, ‘Worms’ or ‘Logic Bombs’.

Hacking – means unauthorised access to any computer or **computer equipment**, component, system or item, whether the property of the insured or not, which processes, stores, transmits or retrieves data.

10 Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a **Contagious or infectious disease**;
- b the fear or threat (whether actual or perceived) of a **contagious or infectious disease**;
- c the presence or suspected presence of **pathogens** at, in or on the premises or property of any person or entity; or
- d any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **contagious or infectious disease** or any **pathogens** irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to **physical damage** to property insured under the policy and any business interruption directly resulting from such **physical damage**, where such **physical damage** itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- a clean-up, detoxify, decontaminate, or remove pathogens from any property where the property is or is feared to have been affected by **pathogens** or a **contagious or infectious disease**;
- b monitor or test for **pathogens** or a **contagious or infectious disease**; or
- c provide medical treatment for persons affected by a **contagious or infectious disease**.

Malicious persons do not include persons who

maliciously, deliberately or recklessly:

- a cause **pathogens** to come into contact with the premises or property of any person or entity; or
- b cause or attempt to cause another person or persons to contract a **contagious or infectious disease** and, in or by so doing, cause **pathogens** to come into contact with the premises or property of any person or entity.

Physical Damage – means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a **pathogen** on property or contamination of property by a **pathogen** does not constitute **physical damage**.

Contagious or Infectious Disease – means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any **pathogen**, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen – means any **pathogen**, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a **contagious or infectious disease**.

Making a Claim

1. If an incident happens that could lead to a claim **you** must notify **your** broker.
2. Within 30 days of notifying **you** must supply, at **your** own expense, full details of the claim in writing together with any supporting information, and proofs which **we** may require.

Fraud

- If **we** suspect **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this insurance will be void. In such circumstances, **we** retain the right to keep the premium and to recover any claim payments made under

the policy. 'Void' means **we** will stop **your** insurance from the date the fraud occurred. If **we** take this action **you** must tell any other insurer that **we** have voided **your** cover and failure to do this could invalidate any future insurance policy.

- If **we** receive a claim under **your** policy **we** may ask **you** or any person covered under the policy to give written consent, during the claims process, for **us** to obtain specified information and material from the police and to exchange information and material with them. The purpose of these measures is to help **us** verify claims and to guard against fraud. If **you** or a covered person gives such consent **you** or the covered person will be given the opportunity to receive a copy of the information and material the police release to **us**. Should **you** or any covered person decline to give such consent **we** may in turn decline to settle the claim without the required information and material. **We** will not normally release information or material about a covered person to **you** without their consent.

Section 3 - General Contents

(Your policy schedule will show if this section is insured by your policy)

Definitions

The following definitions apply to Sections 3 - 6 of this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout the remainder of this Policy.

Building/Buildings

The buildings at the Premises including:

- fixed glass, fixed sanitaryware and walls, gates and fences in, on or pertaining to the buildings
- telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories in, on or pertaining to the buildings including such property in adjoining yards or roadways or underground at the Premises and extending to the public mains
- fuel tanks and their piping, ducting, cables, wires and associated control gears and accessories extending to the public mains
- small outside buildings, annexes, gangways, conveniences and other small structures at the Premises
- roads, car parks, yards, paved areas, hard-surfaced areas, pavements and footpaths at the Premises.

Business

The business description stated in the Policy Schedule.

Damage/Damaged

Loss or destruction of or damage.

Excess

The first part of every claim, for which the Insured is responsible.

Insured

The insured named and shown in the Policy Schedule.

Landlord's Fixtures and Fittings

Fixtures and fittings in, on, the Premises which belong to the landlord, including communal television and radio receiving aerials, satellite dishes and related fittings on or in residential Premises.

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the Schedule.

Policy

The document described in the Introduction.

Premises

Address as stated in the Policy Schedule.

Property/Property Insured

Buildings, Contents, Landlord's Fixtures and Fittings, Tenants' Improvements, Stock and other items shown and/or described in the Policy Schedule excluding any musical instruments or items whose primary purpose is musical production and performances, listed on your Policy Schedule under Section 1 Musical Insurance.

Policy Schedule

The part of this Policy that details information forming part of this contract and that shows the Sections of this Policy selected and any endorsements added to amend cover.

Section/Sections

The parts of this Policy that detail the insurance cover provided for each individual section of this Policy.

Sum Insured

The maximum amount the Insurer will pay for each item insured under any Section.

Tenants' Improvements

Permanent alterations or additions made to the Building/Buildings by either the landlord or tenant which are not moveable, including interior decorations.

Total Sum Insured

The total amount payable by the Insurer under any Section.

Unoccupied

Any Building or part of any Building which is empty or not in use by the Insured or any tenant of the Insured for more than 90 consecutive days.

Policy Conditions

Applicable to Sections 3 to 6 unless stated to the contrary under the Conditions in the Sections.

1 Premium

The premium is to be paid on request.

2 Precautions

The Insured shall keep the Property Insured secure and in a good state of repair, take all reasonable precautions to prevent accidents, injury, or Damage, and take all reasonable steps to observe and comply with all statutory or Local Authority Laws, obligations and requirements.

3 Minimum Level of Security

This insurance has been granted subject to Security Level 1 or Security Level 2 as detailed in the Policy Schedule.

It is a condition precedent to liability that the following requirement, including any alarm requirement where specified by the security level detailed in the Policy Schedule, are met within 30 days of the inception or amendment of the Policy. For the purposes of this condition, amendment shall mean any alteration to the Policy which results in a change to the required security at an existing Premises, or a the application of a new security requirement following the addition of a new Premises to the Policy. Any alternative method of securing the Premises must be agreed in writing by the Insurer.

The Insured must ensure that these measures are in place, in operation and in full working order whenever the Premises are closed for business or left unattended.

Security Level 1

The cover provided is subject to the following minimum standards of security.

Doors

Depending on which of the following door types are present, the following requirements apply to all external doors or internal doors which lead to another part of the Building which the Insured do not occupy;

a UPVC, or aluminium or plastic framed glazed doors – a multi-point lock which, where installed after 30/06/2011, conforms to PAS 3621 (including amendments) or a cylinder operated mortise deadlock. For double doors, the first closing section must have integral or surface mounted bolts which shoot into the frame at the top and the floor at the bottom of the door. The final closing section must have a cylinder operated mortise deadlock.

b Armoured plate glass doors – door manufacturer's integral locks.

c Other single leaf doors – provided the door thickness is a minimum of 44 mm a mortise

deadlock to BS 3621 (including amendments) and a boxed steel striking plate at least 175 mm long should be fitted. If the door thickness is less than 44 mm secure with a deadlocking rim lock to BS 3621 (including amendments). The Insured must put either of these into the deadlock position when the Premises are closed for business or unattended.

d Double-leaf doors – secure the final closing section with a lock as explained in c above and secure the first closing section with bolts at least 175 mm long and having a minimum throw of 20 mm, which shoot into the frame at the top and the floor at the bottom of the door. Or, fit one section with bolts at the top and bottom (as explained above) and both parts of the door with a padlock and locking bar. If the locking bar is on the outside of the door, it must be used with a padlock conforming to BS E12320 Security Grade 5 (including amendments). If the locking bar is internal, it must be used with a padlock conforming to BS EN 12320 Security Grade 4 (including amendments). The padlock bar must be of similar strength to the padlock and designed to be used specifically with the padlock, in both cases the padlock bar must be secured to the door with coach bolts.

e Fire exit doors – the relevant enforcing authority must approve any locks on these doors. The Insurer must approve any locks or other method of security the Insured agrees following a discussion with the enforcing authority.

f Folding doors – secure alternate folding sections with bolts at top and bottom, as described in d above. Dependent upon its construction, the last section must be secured with a lock as explained in c above or with a coach bolted locking bar and padlock as explained in d above.

g Sliding doors – coach-bolted locking bar and padlock secured as described in d above, or a deadlock with a hook bolt which conforms to BS 3621 (including amendments).

h Wicket Gates – dependent upon its construction see (a, b or c above) a mortise deadlock or deadlocking cylinder rim-latch to BS 3621 (including amendments) or locking bar and padlock as in d above.

i Roller Shutters – for electrically operated roller shutters, the Insurer requires the fitting of a key operated isolation switch to the electricity supply

to the controls. If this is not fitted then one of the measures for manually operated roller shutters shown below must be installed.

Where the operating controls for electrically operated roller shutters are external to the Premises, these are to be secured within a welded steel housing of at least 3 mm thickness with a door or coverplate secured with a padlock conforming to BS EN 12320 CEN Security Grade 4 (including amendments). The housing is to be so secured when the Premises are closed for business or unattended. The Insurer requires one of the following for manually operated roller shutters:

- key operated “pinson” or “bullet” locks into each guide rail fitted as close to the bottom of the door as possible
- secure the chain of the door to the wall bracket by an open shackle padlock conforming to BS EN 12320 Security Grade 4 (including amendments)
- A bolt fitted to the shutter door internally with the bolt engaging into the door runner and padlocked into position using a padlock conforming to BS EN 12320 Security Grade 4 (including amendments).

Windows

All opening windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions i.e. from a flat roof or fire escape on upper levels to have key operated window locks.

Louved windows to be replaced with either fixed glass, or a normal opening window which can be secured with a window lock used with a key.

Keys

All keys must be removed from locks and kept in a secure place or removed from the Premises. Keys to safes must be removed from the Premises, or if the Insured lives on the Premises, they must be removed to a secure place in the residential part of the Premises.

Computer equipment

Unless agreed otherwise in writing the Insurer will require the Insured to fit encasement or entrapment equipment to computers with an individual value of £5,000 and above.

Security Level 2

As Security Level 1 except:

Windows (excluding shopfronts)

All windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions i.e. from a flat roof or fire escape on upper levels to have:

Either:

Security bar frames made from solid steel bars (not tubes). The bars must be at least 19 mm in diameter and not more than 125 mm apart between centres. The bars must pass through (or be welded to) tie bars of flat steel every 600 mm. The tie bars must be at least 6 mm thick and 40 mm wide.

The tie bars must be secured to the wall or roof surrounding the window fanlight or skylight at a minimum of 4 points bar expansion bolts (such as ‘Rawlbolts’) of at least M8 size which penetrate the masonry or brickwork by at least 60 mm and set back at least 50 mm from the internal or external face of the wall.

If the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone.

Or:

Fixed or collapsible security grilles approved to LPS 1175

Specification for testing and classifying the burglary resistance of building components, strong points and security enclosures (including amendments).

Or:

Roller shutters conforming to LPS 1175 (including amendments).

and in addition:

Roller shutters for shopfront doors and windows

Unless agreed otherwise in writing the Insurer will require the Insured to fit roller shutters conforming to LPS 1175 (including amendments).

Additional protection for timber doors (except shopfronts)

The Insured must fit sheet metal protection to the following specification to all outside single and double doors (except shop front doors):

Sheet steel, not less than 16 gauge (1.6 mm thick), must be fitted to the outside of the door. If the door opens outwards the steel sheet must overlap the gap between the lock side of the door and the door frame. The sheet steel must be secured to the door with ‘clutch head’ or ‘non return’ screws of a minimum length of 25 mm and not more than 100 mm apart.

Alternatively, fix the steel sheet to the door with coach bolts not more than 100 mm apart. The heads of the bolts must be on the outside of the door.

If the door opens outwards, two hinge bolts to the hinged side of the door approximately 375 mm from the top and bottom must be fitted.

In view of the increased weight, it may be necessary to fit an additional hinge to the centre of the door.

4 Intruder alarm

It is a condition precedent to liability that where the Premises or part of the Premises are protected by an Intruder Alarm Installation as specified by the Security Level detailed in the Schedule:

a such Intruder Alarm Installation:

- i** must not be altered or amended in any way unless such amendment or alteration has been approved in writing by the Insurer
- ii** must be maintained under contract by a company approved by a UKAS accredited inspectorate (i.e. NSI or SSAIB) or as otherwise approved in writing by the Insurer

b all keys, digital keys, or any other device used to either fully or partially set or unset the intruder alarm are to be removed from the premises whenever the premises are left unattended

c the Insured must:

- i** maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left on the Premises when the Premises are unattended
- ii** where a remote signalling alarm is required, immediately notify the Insurer upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced
- iii** appoint at least 2 keyholders and where a remote signalling alarm is required, lodge written details (which must be kept up to date) with the alarm company and the alarm receiving centre

d in the event of notification of:

- i** any alarm fault
- ii** activation of the Intruder Alarm Installation
- iii** interruption of the means to transmit or receive signals to or from the Intruder Alarm Installation during any period that

the Intruder Alarm Installation is set

a keyholder must attend the Premises as soon as possible

e the Premises must not be left without at least one Responsible Person in attendance without the agreement of the Insurer:

i unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation

ii where the police have withdrawn their response to

- 1** an alarm activation (where the Intruder Alarm Installation does not include confirmed alarm activation technology) and
- 2** a confirmed alarm activation where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this condition the following definitions apply:

'Intruder Alarm Installation' shall include all the component parts detailed in the alarm specification, and include the devices used to transmit or receive signals.

'Keyholder' shall mean the Insured or any person or keyholding company authorised by the Insured who:

1 is available at all times to:

i accept notification of faults or alarm signals relating to the Intruder Alarm Installation

ii attend and allow access to the Premises

2 has been fully trained in the operation of the Intruder Alarm Installation including but not limited to the setting/unsetting of the installation.

'Responsible Person' shall mean a person authorised by the Insured to be responsible for the security of the Premises

5 Change of Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration:

a in or to the Business;

b to or at the Premises;

c to the facts or matters set out in the Statement of Fact or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy;

which materially increases the risk of injury, loss, Damage or liability.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion:

- a** continue to provide cover under this Policy on the same terms;
- b** restrict the cover provided under this Policy;
- c** impose additional terms;
- d** alter the premium;
- e** cancel the policy.

If the Insured fails to notify the Insurer of any material alteration of the risk, the Insurer may:

- a** treat the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled the Policy had it known of the increase in risk;
- b** treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk;
- c** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

6 Claims – Action by the Insured

The Insured shall in the event of any injury, Damage or consequential loss as a result of which a claim is or may be made under this Policy or any Section of it, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding,

- a** notify the Insurer
 - i** within 28 days in the case of Damage or consequential loss by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
 - ii** within 30 days in all other cases, or such further time as the Insurer may allow
- b** notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, Damage or consequential loss which may form the subject of a claim under this Policy
- c** notify the police as soon as it becomes evident

that any Damage has been caused by theft or malicious persons

- d** pass immediately, and unacknowledged, any letter of claim to the Insurer
- e** carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage or consequential loss
- f** retain unaltered and unrepaired anything in any way connected with the injury, Damage or consequential loss for as long as the Insurer may reasonably require
- g** furnish with all reasonable despatch at the Insured's expense:
 - i** such further particulars and information as the Insurer may reasonably require
 - ii** if required, a statutory declaration of the truth of the claim
 - iii** details of any other insurances covering the subject matter of the claim under this Policy and any matters connected with it

h make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim

i not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer

j allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with the Insurer for that purpose.

No claim under this Policy shall be payable unless the terms of this Policy Condition have been complied with and any payment on account of a claim already made shall be repaid to the Insurer.

7 Claims – The Rights of the Insurer

In respect of Damage for which a claim is made, the Insurer and any person authorised by the Insurer may without incurring any liability or diminishing any of the Insurer's rights in respect of the cover under this Policy, enter premises where such Damage has occurred, and take possession of or require to be delivered to the Insurer any Property Insured, and deal with such Property for all reasonable purposes and in any reasonable manner.

If the Insurer reinstates or replaces any Property the Insurer shall not be bound to do so exactly

but only as circumstances permit and in a reasonably sufficient manner and will not expend more than the Sum Insured on that Property.

No Property may be abandoned to the Insurer, whether taken possession of by the Insurer or not.

The Insurer will not pay for any claim unless the terms of this Policy Condition have been complied with.

8 Other Insurances

If at the time of Damage or loss, any other insurance has been effected by or on behalf of the Insured covering any of the Property damaged or other losses covered by this Policy, the Insurer's liability under this Policy shall be limited to the rateable proportion of such Damage or loss as the Insurer would have had to pay if the other insurance policy did not contain:

a any provision applying average or any similar provision which would reduce the amount payable on the claim to reflect underinsurance; and

b any provision which excludes it from ranking concurrently with this Policy or any Section of it either in whole or in part or from contributing rateably.

9 Cancellation

The Insured's Cancellation Rights

The Insured has the right to immediately cancel the cover within 14 days of the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period").

The Insured should exercise this right by contacting the broker who issued the Policy documentation.

If the Insured does exercise their right to cancel during the "cooling off period", and provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance, the Insured will be entitled to a return of premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation.

If the "cooling off period" has expired, the Insured may cancel the Policy during the Period of Insurance by giving 14 days' notice in writing to the broker who issued the Policy. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current

Period of Insurance the Insured will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

The Insurer's Cancellation Rights

In addition to the Insurers' rights set out elsewhere in the Policy, including but not limited to Condition 15 (Fair Presentation of the Risk) and Condition 10 (Fraud), where there is a valid reason for doing so the Insurer may cancel this Policy at any time by giving the Insured at least 14 days' notice in writing sent to the Insured's last known address. The notice will set out the reason for cancellation.

Valid reasons for cancellation may include but are not limited to:

a Non payment of premium (including if the premium for this Policy is paid by instalments and in the event that the Insured fails to pay one or more instalments whether in full or in part). In the event that a premium payment is missed the Insurer will write to the Insured notifying them that a payment has been missed and requesting payment by a specific date. If payment is not received by the Insurer by the specific date the Insurer will send a final letter to the Insured requesting payment by a final date which will be set out in the final letter. If payment is not received by the final date the Insurer will cancel the policy with immediate effect. The Insured will be notified in writing if the policy is cancelled;

b Continued failure by the Insured to comply with the terms and conditions of this Policy;

c Failure by the Insured to allow the Insurer to complete a survey (where the Policy has been issued or renewed subject to a survey);

d Failure by the Insured to adhere to, or implement, any risk improvement requirements or conditions required by the Insurer, including any changes required by any survey or claims adjusters report, within a reasonable period of time as advised by the Insurer;

e Material change in the risk or the sums insured;

f Failure by the Insured to co-operate with the Insurer or provide the Insurer with information or documentation reasonably required by the Insurer and the lack of cooperation by the Insured affects the Insurers ability to process a claim or defend the Insurers interests or make risk based underwriting decisions. In this case the Insurer will

write to the Insured giving notice of cancellation of this Policy in the event that the Insured does not cooperate to provide the information or documentation reasonably required within a period of 14 days starting from the date provided in the letter; or

g The Insured's use of threatening, abusive or intimidating behaviour or inappropriate language or bullying of the Insurers staff or suppliers.

If the Insurer does cancel this Policy, provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

10 Fraud

If the Insured or anyone acting on the Insured's behalf:

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claim;
- c** supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d** makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused;

the Insurer will:

- i** refuse to pay the whole of the claim; and
- ii** recover from the Insured any sums that it has already paid in respect of the claim.

The Insurer may also notify the Insured that it will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a – d** above. In that event, the Insured will:

- a** have no cover under the Policy from the date of the termination; and
- b** not be entitled to any refund of premium.

11 Arbitration

If the Insurer accepts that there is a claim under this Policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. In these circumstances an arbitrator's award must be made before there is any right of action against the Insurer.

12 The Statement of Fact or Proposal Form

The Statement of Fact or Proposal Form for this insurance Policy, made by the Insured, is incorporated herein.

13 Automatic Reinstatement

The Sums Insured by Sections 3 and 5 of this Policy will not be automatically reduced as a result of a claim provided that:

- a** the total of the amounts so reinstated during any one Period of Insurance shall not exceed the amount of the Sum Insured
- b** the Insured shall
 - i** take immediate steps to effect such additions to or variations in protections as the Insurer may require
 - ii** pay the appropriate additional premium.

14 This Condition is left intentionally blank.

15 Fair Presentation of the Risk

- a** The Insured must make a fair presentation of the risk to the Insurer at inception, renewal and variation of the Policy.
- b** The Insurer may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
 - i** deliberate or reckless; or
 - ii** of such other nature that, if the Insured had made a fair presentation, the Insurer would not have issued the Policy.The Insurer will return the premium paid by the Insured unless the failure to make a fair presentation is deliberate or reckless.
- c** If the Insurer would have issued the Policy on different terms had the Insured made a fair presentation, the Insurer will not avoid the Policy (except where the failure is deliberate or reckless) but the Insurer may instead:

- i** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had the Insured made a fair presentation;

and/or

- ii** treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the Insurer would have imposed had the Insured made a fair presentation.

For the purposes of this clause references to:

a avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy), the renewal date (where the failure occurs at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied);

b refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;

c issuing a Policy should be treated as references to issuing the Policy at inception, renewing or varying the Policy as the context requires.,

16 Law Applicable and Jurisdiction

Unless agreed otherwise by the Insurer:

a the language of the Policy and all communications relating to it will be English; and
b all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

17 Smoking Condition

It is a condition precedent to liability that the Insured will:

a enforce a no smoking policy at the Premises which complies with current legislation

b only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation

c in all designated smoking areas provide metal receptacles with metal lids for the safe disposal of waste smoking materials

d ensure that waste smoking materials, when being removed from the designated smoking areas, are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the Premises.

18 Survey and Risk Improvement Condition

If this Policy has been issued or renewed subject to the Insurer completing a survey or surveys of the Premises or of any other location(s) as specified by the Insurer, then pending completion of such survey(s) cover is provided by the Insurer on the terms, conditions, provisions, exclusions and limits as specified in the Policy and in the Sections of the Policy.

In the event that a survey should show that a risk or any part of it is not satisfactory in the opinion

of the Insurer, then the Insurer reserves the right to either to:

a alter the premium or terms and conditions of the cover,

b suspend or cancel cover:

i from the date cover was inception or renewed, or

ii any other period specified by the Insurer

It is a condition precedent to the liability of the Insurer that the Insured must comply with all survey risk improvements required by the Insurer within completion time scales specified by the Insurer.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by the Insurer, then the Insurer reserves the right to either:

1 continue cover subject to alteration of the terms and conditions of such cover, or

2 suspend or cancel cover effective:

a from the date cover was inception or renewed, or

b from the expiry of any time period specified by the Insurer for completion/ introduction of the required survey risk improvements, or

c for any other period specified by the Insurer

If the terms or conditions of cover are amended by the Insurer, then the Insured will have 14 days to accept or reject the revised basis of cover.

If the Insured elect to reject the revised basis of cover, then provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the Insurer exercises the right to suspend or cancel cover, then provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a proportionate return of the premium in respect of such period that cover is suspended or for any period beyond the effective date from which cover is cancelled. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

Except in so far as they are expressly varied by this condition, all of the terms, conditions, provisions, exclusions and limits of the Policy and of the Sections of the Policy shall continue to apply until the Insurer advises otherwise.

To the extent that this condition conflicts with any other cancellation condition, this condition shall prevail.

19 Unoccupied Buildings

It is a condition precedent to liability that when any Building or portion thereof becomes Unoccupied:

a the Insured must give immediate notice of such unoccupancy to the Insurer and also when such Unoccupied Buildings or portion thereof are again occupied

b the following action must be implemented by the Insured:

i the main services are turned off and the water system is drained whenever the Buildings involved or said portion thereof are vacated, except:

1 electricity when needed to maintain any fire or intruder alarm system in operation, or,

2 water supply and heating system where a sprinkler system is in operation

ii the Buildings or portion thereof are inspected thoroughly internally and externally at least weekly by the Insured or a responsible person appointed by the Insured and a record is maintained of such inspections.

iii any internal or external accumulations of waste, unfixed combustible materials and gas bottles be removed during such inspections

iv the Buildings or portion thereof are secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms, setting any alarm system and setting any other protective device in operation.

c the Insured must notify the Insurer immediately if the Buildings or portion thereof are to be occupied by contractors for renovation, alteration or conversion purposes.

20 Discharge of Liability

The Insurer may at any time pay to the Insured in

connection with any claim or series of claims:

a the Limit of Indemnity, or

b the Sum Insured, or

c a lesser amount for which such claim or claims can be settled after deduction of any sums already paid and less the amount of any Excess.

The Insurer will not make any further payment in respect of such claim or claims except for costs and expenses which the Insurer has already agreed to bear and which were incurred prior to such payment.

21 Rights of Third Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

22 Conditions Precedent

If the Insured does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), the Insurer will not pay for any claim, except that where the condition concerned:

a operates only in connection with particular premises or locations, the Insurer will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;

b operates only at particular times, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;

c would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

23 Subrogation

Any claimant under this Policy shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the

Insured, before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage.

24 Non Invalidation

This Policy shall not be invalidated by:

a any act or omission or by any alteration unknown to or beyond the control of the Insured by which the risk of damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission or alteration

b workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations.

Policy Exclusions

Applicable to Sections 3 to 6, unless stated to the contrary under Exclusions in the Sections.

This Policy does not cover:

1 Geographical Limits

Damage, injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

2 War

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

a ionising radiations from or contamination by radioactivity from any nuclear fuel or from any

nuclear waste or from the combustion of nuclear fuel

b the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

c any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction

d the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a and b do not apply to Section 4 – Liabilities, Event 1 – Employers’ Liability other than in respect of:

i the liability of any principal

ii liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c and d do not apply to Section 4 – Liabilities, Event 1 – Employers’ Liability

4 Sonic Bangs

Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5 Northern Ireland

Damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of Damage or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

6 Pollution or Contamination

Loss, destruction or damage caused by or resulting from pollution or contamination except such loss or destruction of or damage to the Property Insured or, if applicable, loss resulting from loss or destruction of or damage to property used by the Insured at the Premises stated in the Schedule for the purpose of the Business caused by:

a pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot,

civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal, always provided that such peril is insured by this Policy

b any of the perils listed in **a** above which itself results from pollution or contamination.

7 Changes in Water Table Level

Damage attributable solely to changes in the water table level.

8 E-Risks

a Loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:

- i** programming or operator error whether by the Insured or any other person
- ii** Virus or Similar Mechanism (as defined below)
- iii** Hacking (as defined below)
- iv** malicious persons
- v** failure of external networks

unless, in respect of **i**, **ii** and **iii** above, such Damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

b any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss destruction or damage described in paragraph **a** of this Exclusion unless, in respect of **a i**, **ii** or **iii** above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

c Loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph **a** of this Exclusion unless, in respect of loss or damage to other property arising from **a i**, **ii** or **iii** above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion

d Loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:

- i** the erasure, loss, distortion, corruption or unauthorised access to or modification

of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons

ii the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in **d i** above

iii any misinterpretation, use or misuse of information on computer systems or other records, programs or software unless, in respect of **d ii** and **iii** above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

e any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss, destruction or damage described in paragraphs **c** and **d** of this Exclusion unless, in respect of **c**, **d ii** and **iii** above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

Computer Equipment – means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism – means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to ‘Trojan Horses’, ‘Worms’ or ‘Logic Bombs’.

Hacking – means unauthorised access to any computer or computer equipment, component, system or item, whether the property of the Insured or not, which processes, stores, transmits or retrieves data.

9 Computer Date Exclusion

Damage or liability directly or indirectly caused by or consisting of or arising from the failure of

any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure:

a correctly to recognise any date as its true calendar date

b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

c to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

but in respect of Section 3 General Contents and Section 5a Buildings only the insurance shall not exclude any subsequent Damage which is not otherwise excluded and which itself results from Events 1 to 8 of Section 3 General Contents or Events 1 to 8 of Section 5a Buildings.

10 Terrorism

a in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

Loss, destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with:

i any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism

ii any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism.

In respect of **a** above an Act of Terrorism (Terrorism) means:

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

b in respect of territories other than those stated in **a** above:

Loss, destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with:

i any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism

ii any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism.

In respect of **b** above an act of Terrorism

Terrosim means:

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In any action suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss, destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in force and effect.

11 Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

a **Contagious or infectious disease;**

b the fear or threat (whether actual or perceived) of a **contagious or infectious disease;**

c the presence or suspected presence of **pathogens** at, in or on the premises or property of any person or entity; or

d any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **contagious or infectious disease** or any **pathogens** irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to **physical damage** to property insured under the policy and any business interruption directly resulting from such **physical damage**, where such **physical damage** itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- a clean-up, detoxify, decontaminate, or remove pathogens from any property where the property is or is feared to have been affected by **pathogens** or a **contagious or infectious disease**;
- b monitor or test for **pathogens** or a **contagious or infectious disease**; or
- c provide medical treatment for persons affected by a **contagious or infectious disease**.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- a cause **pathogens** to come into contact with the premises or property of any person or entity; or
- b cause or attempt to cause another person or persons to contract a **contagious or infectious disease** and, in or by so doing, cause **pathogens** to come into contact with the premises or property of any person or entity.

Physical Damage – means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a **pathogen** on property or contamination of property by a **pathogen** does not constitute **physical damage**.

Contagious or Infectious Disease – means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any **pathogen**, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between

organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen – means any **pathogen**, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a **contagious or infectious disease**.

Further Definitions

These definitions are specific for the General Contents Cover Section.

All Risks Cover

All the Events and Extensions insured by this Section.

Glass

Plain plate, plain sheet, laminated glass and polycarbonate sheeting fixed in windows, doors, fanlights and rooflights, neon/illuminated signs and glass fixed in wall mirrors, shelves, showcases and counter cases, including lettering fixed to such glass.

Premises

The Building and any detached outbuildings situated at the address or addresses of the Insured stated in the Schedule, but excluding any garden, yard or open space and occupied solely by the Insured in connection with the Business and otherwise as offices and private dwelling rooms.

Property Insured

All contents belonging to the Insured or for which they are responsible in the Premises including Landlord's Fixtures and Fittings and interior decorations for which they are responsible.

Sanitaryware

Baths, sinks, lavatory bowls and cisterns, washbasins and pedestals, shower trays and bidets forming permanent fixtures.

Sum Insured

a The Insurer's liability under this Section is limited to the Sums Insured shown against each respective item on the Schedule.

b During the months of November and December and for a period of 31 days before Easter Day each year the Sums Insured by Items 1-4 are increased by 35%.

c Index Linking

i The Sums Insured will be adjusted each month by your broker. It remains the responsibility of the Insured to ensure the Sums Insured are adequate to cover the cost of replacing the General Contents as new.

ii Additional premium will not be charged on such adjustments during the Period of Insurance. The renewal premium will be calculated on the adjusted sum insured applying on the last day of the month 3 months before renewal month

iii In the event of insured Damage the monthly Index Linking adjustments will continue during the period between the date of Damage and the completion of repair or replacement, provided that the Insured takes all reasonable steps to have the repair or replacement carried out without delay. The period of Index Linking adjustments after Damage is limited to one year.

Cover

The Insurer will indemnify the Insured in respect of:

a Damage to the Property Insured caused by any of the Events shown occurring during the Period of Insurance.

Provided Damaged Property is repaired or replaced, the amount payable, other than in respect of stock and materials in trade and goods in trust, shall be the cost of repair or replacement, no deduction being made for wear and tear or depreciation except in respect of articles of wearing apparel, towels, linen and similar items which are regularly laundered, subject to the terms of this Section and the Policy Exclusions and Policy Conditions.

b Breakage or Damage occurring during the Period of Insurance of or to Glass or Sanitaryware in the Buildings and outbuildings situated at the Premises.

Provided Property Insured is repaired or replaced, the amount payable in the event of breakage or Damage shall be the cost of repair or replacement of the property without deduction for wear or tear but excluding the first £100 of each claim, subject to the terms of this Section and the Policy Exclusions and Policy Conditions.

The most the Insurer will pay for any one claim is the Total Sum Insured or for each item its individual Sum Insured, or any other limit of liability in this Section whichever is the less at the time of Damage.

Events

1 Fire, Lightning, Explosion, Earthquake, Subterranean Fire

excluding Damage:

a caused by or consisting of the bursting of steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only

b in respect of and originating in any vessel, machinery or apparatus or its contents, belonging to the Insured or under the control of the Insured, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing the required inspection service

c caused by its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat

2 Aircraft

and other aerial devices or articles dropped from them.

3 Impact by:

a any vehicle or animal excluding the first £100 of each claim in respect of each separate Premises when the vehicle or animal is under the Insured's control or the control of their employees

b falling trees or branches other than if caused by felling or lopping by the Insured or on their behalf.

4 Riot, Civil Commotion, Strikers, Locked Out Workers or Persons taking part in Labour Disturbances or Malicious Persons

excluding:

a Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority

b the first £100 of each claim in respect of Damage at each separate Premises (other than by fire or explosion) directly caused by malicious persons not acting on behalf of nor in connection with any political organisation

c Damage in respect of any Building which is Unoccupied

d Damage by theft or attempted theft.

5 Storm, Tempest or Flood

excluding:

a the first £100 of each claim in respect of each separate Premises

b Damage by frost, subsidence, ground heave or landslide

c Damage to fences and gates and moveable property in the open

d Damage in respect of any Building which is Unoccupied.

6 Bursting or Overflowing of Water Tanks, Apparatus or Pipes excluding:

- a** the first £250 of each claim in respect of each separate Premises
- b** Damage in respect of any Building which is Unoccupied.

7 Bursting, Leaking, Discharging or Overflowing of Fixed Oil Tanks, Apparatus or Pipes excluding:

- a** defective vaporization, smoke and smudge
- b** Damage in respect of any Building which is Unoccupied.

8 Breakage or Collapse of Television and Radio Receiving Aerials, Aerial Fittings and Masts.

9 Theft or Attempted Theft following upon or followed by forcible and violent entry to or exit from the Premises excluding

- a** the first £100 of each claim in respect of each separate Premises
- b** Damage in respect of any Building which is Unoccupied.

10 Hold-Up by Violence and/or Threats of Violence to the Insured or their employees.

11 Any Cause (other than those included, excluded or provided for elsewhere in this Section or by the Policy Exclusions or Conditions) excluding in respect of this Event only:

- a** the first £100 of each claim in respect of each separate Premises
- b** property not within the Premises
- c** Damage whilst the Premises are lent, let or sub-let in whole or in part
- d** Damage caused by or arising from:
 - i** theft or attempted theft unless following upon or followed by forcible and violent entry to or exit from the Premises
 - ii** error or omission or shortages revealed at stocktaking
 - iii** frost, landslip, subsidence, ground heave or settlement
 - iv** wear and tear, inherent defect
 - v** rot, mildew, rust, corrosion
 - vi** insects, woodworm, vermin
 - vii** dyeing, cleaning, repair, renovation, marring or scratching
 - viii** electronic, electrical or mechanical breakdown, failure or derangement
 - ix** faulty manipulation, design, plan, specification or materials

x gradual deterioration, market depreciation

xi overwinding and internal damage to clocks

xii changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish.

e Damage in respect of any Building which is Unoccupied.

12 Subsidence, Ground Heave or Landslip of any part of the site on which the property stands excluding:

a Damage in respect of any Buildings, paths, drives and other surfaced areas, walls, gates and fences

b Damage resulting from:

i the normal settlement or bedding down of new structures

ii the settlement or movement of made up ground

iii coastal or river erosion

iv defective design or workmanship or the use of defective materials

v fire, subterranean fire, explosion, earthquake or escape of water from any tank apparatus or pipe

c Damage which commenced prior to the inception of this cover

d Damage occurring as a result of demolition, construction structural alteration or repair of any property or groundworks or excavation, at the same premises

e the first £1,000 of each and every loss at each separate Premises.

Special Condition

The Insured shall notify the Insurer immediately if they become aware of any demolition, groundworks, excavation or construction being carried out on the same or any adjoining site.

The Insurer shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

Notes

1 If any claim in respect of any one occurrence involves Damage by Event 4 and/or Event 9 and/or Event 11, the monetary exclusions shall not exceed the maximum Excess applicable to any one Event in total in respect of each separate Premises.

2 Damage occurring within 72 consecutive hours of and arising from Event 5 Storm, Tempest or Flood is deemed to be one claim. The Insured have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

Extensions

(Subject to the terms, limits, conditions and exclusions of this Section and the Policy)

Cover under this Section includes

1 Personal Effects

Pedal cycles and other personal effects the property of the Insured or any partner, director or employee of the Insured not otherwise insured, up to £150 in respect of any one pedal cycle and £1,000 in respect of the other personal effects of any one person.

2 Property Temporarily Removed

Property other than stock and materials in trade and goods in trust, provided the same are not otherwise insured, whilst temporarily removed from the Premises for the purpose of cleaning, renovation or repair to any premises within the United Kingdom and in transit thereto and therefrom for an amount up to 20% of the Sum Insured excluding Damage by Events 5 and 9 to property in transit or by Event 11.

3 Damage by Theft or Hold-Up

The cost of making good Damage to the Premises as a result of Events 9 and 10 falling to be borne by the Insured, up to £25,000.

4 Removal of Debris

The cost of removal of debris of the Property Insured Damaged by an insured Event up to £25,000.

5 Underground Services

The cost for which the Insured are responsible for repairing accidental Damage to underground water, gas, sewer and drain pipes and underground electricity and telephone cables extending from the Premises to the public supply.

6 Locks and Keys

The cost of replacement keys, locks or lock mechanisms necessary to maintain the security of the Premises following theft of keys by force or violence from within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands from any director, partner or employee of the Insured authorised to hold such keys up to £2,500 any one claim.

7 External Blinds, Awnings, Canopies and Signs

External blinds, awnings, canopies and signs for which the Insured is responsible up to £1,500.

8 Boarding Up

The cost of boarding up pending replacement of broken or Damaged Glass.

9 Stock

Damage to stock on display consequent upon breakage of or Damage to Glass.

10 Shop Front

Damage to the shop front and fascia.

11 Alterations and Additions

To the extent that they are not otherwise insured:

a alterations, additions and improvements (but not appreciation in value in excess of the Sum Insured) to Contents (as shown on the Schedule)
b any newly acquired Contents (as shown on the Schedule) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for no more than 15% of the total Contents Sum Insured, or £50,000, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the Insured shall give details of such alterations and additions to the Insurer within 30 days of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

12 Trace and Access

The costs necessarily and reasonably incurred by the Insured in locating the source of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £25,000 any one Period of Insurance.

13 Metered Water, Gas or Electric

Additional metered water, gas or electric charges incurred by the Insured up to an amount of £10,000 any one Period of Insurance, in consequence of Damage, but the Insurer will not pay for such charges incurred in respect of any Building which is Unoccupied.

The basis on which the amount payable is to be calculated will be the amount of the water, gas or electric charges for the period during which Damage occurs, less the charge paid by the Insured for the corresponding period in the preceding year, adjusted for changes in the water, gas or electric suppliers' charges and for variations affecting the water, gas or electric consumption of the Insured during the intervening period.

14 Emergency Vehicles

Costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds following Damage caused by the emergency services vehicles, equipment or personnel in the course of carrying out their duties, up to an amount of £10,000 any one Period of Insurance.

15 Reinstatement to Match – Computer Equipment

Replacement, repair or restoration of computer equipment with equivalent property which employs current technology where such computer equipment has suffered Damage to the extent that repair is impractical and replacement by similar property in a condition equal to but not better or more extensive than when new is impossible.

For the purposes of this Section, replacement, repair or restoration with such property shall not be regarded as being better or more extensive than when new.

Cover also extends to include:

a the cost of replacement or modification of undamaged computer equipment insofar as it is necessary to adapt it to operate in conjunction with Damaged Property which has been replaced, repaired or restored
b the cost of replacement, repair or modification of undamaged parts of computer equipment that form part of a matching set of articles, or suite of common design or function where the Damage is restricted to a clearly identifiable area or to a specific part.

Provided that:

a the total liability of the Insurer is not increased beyond the amount:

i that would otherwise have been payable for the replacement, repair or restoration of the Property Damaged in its original form

ii that would have been payable for replacement, repair or modification of the whole Property forming a set of articles, or suite of common design or function if such Property had been wholly destroyed

b the Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage

c where Property is damaged in part only, the Insurer will not pay more than the amount representing the cost which the Insurer would have paid for repair, restoration or replacement if such property had been wholly

destroyed

d if Damage to computer equipment results in undamaged computer records being incompatible with replacement computer equipment the Insurer will pay the costs of:

- i** modifying the computer equipment or
- ii** replacing computer records with reinstatement of programmes and/or information (but not for the value of the information to the Insured) whichever is the less.

16 Fire Extinguishers, Sprinklers and Security Equipment

Reasonable costs incurred by the Insured in:

a re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads

b having any fire and/or intruder alarms and closed circuit television equipment re-set in consequence of Damage.

Provided that:

- i** the Insured maintain all such equipment under contract and in accordance with the manufacturer's instructions with a maintenance company acceptable to the Insurer
- ii** the Insurer shall not be liable in respect of any costs and expenses recoverable from the maintenance company or from the fire service
- iii** the liability of the Insurer in respect of any one claim shall not exceed £10,000.

17 Unauthorised Use of Supplies

Water, gas, electricity, oil or other metered supply charges incurred by the Insured and for which the Insured are legally responsible, due to unauthorised use by persons taking possession of, keeping possession of or occupying any Premises without the written consent of the Insured, provided that:

a the Insured shall take all practicable steps to terminate such unauthorised use as soon as it is discovered

b the Insured has advised the Insurer of such unauthorised use immediately on becoming aware of it

c Policy Condition 17 Unoccupied Buildings has been complied with by the Insured

d the liability of the Insurer shall not exceed £5,000 in respect of any one Period of Insurance.

18 Exhibitions

Property Insured whilst at any exhibition within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, including whilst in transit to and from such exhibition for a period not exceeding 15 days.

The most the Insurer will pay in respect of any one exhibition is £10,000.

19 Property in the Open

Damage to Property Insured whilst in any garden, yard or open space occupied by the Insured in connection with the Business.

The most the Insurer will pay in respect of any one Period of Insurance is £5,000.

20 Property Cover Away from the Premises

Property other than stock and materials in trade and goods in trust, provided the same are not otherwise insured, whilst temporarily removed from the Premises to any premises within the UK or European Union and in transit thereto and therefrom for an amount up to 15% of the Sum Insured or a maximum of £5,000 any one claim excluding Damage by Events 5 and 9 to property in transit.

For the purposes of this Extension Event 9 is restated as follows:

Theft or Attempted Theft involving forcible and violent entry to or exit from a locked building or hold-up by violence or threat of violence to the Insured or any partner, director, employee of the Insured or members of their families excluding:

- a** Damage expedited or in any way brought about by the Insured or any partner, director or employee of the Insured
- b** Damage to Money, deeds, securities, jewellery, watches, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books unless such property is specifically described in the Schedule
- c** the first £100 of each and every claim.

21 Theft Damage to Buildings

The cost of making good Damage to Buildings falling to be borne by the Insured caused by theft or attempted theft (not involving entry into or exit from the Buildings by forcible and violent means) excluding:

- a** Damage
 - i** to any Unoccupied Building
 - ii** expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises, unless such theft or attempted theft involves the threat of or assault or

violence to the Insured or any partner, director or employee of the Insured or any person who has a legal right to be on the Premises

- iii** to Property which is more specifically or otherwise insured

b the first £1,000 of each claim

c any amount exceeding £25,000

Section Exclusions

The Policy Exclusions apply to this Section and in addition it does not insure:

1 Damage to any Property:

a resulting from its undergoing any heating process or process involving the application of heat

b resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such Damage caused by fire or explosion

2 consequential loss of any kind or description

3 Damage to electrical equipment by short circuiting or overrunning not resulting in fire

4 deeds, bonds, bills of exchange, promissory notes, securities, cash, bank and currency notes, cheques, postal and money orders, luncheon vouchers, current postage stamps, trading stamps, holiday with pay stamps, national insurance stamps, national savings stamps, national savings certificates, bankers drafts, credit sales vouchers or receipts, VAT purchase invoices, gift tokens and consumer redemption vouchers.

5 the value of information contained in computer systems records, documents, manuscripts and business books other than the first £1,000

6 the cost of research involved in tracing the information recorded in:

a computer systems records other than the first £25,000 of such costs

b documents, manuscripts and business books other than the first £12,500 of such costs

7 Damage due to theft or attempted theft by or in collusion with any member of the Insured's family, business staff or domestic servants

8 loss due to any person obtaining any property by deception

9 Damage by theft or attempted theft to tills or cash registers unless they have been left unlocked when the Premises are closed for Business

10 Damage of or to stock caused by bacteria, disease or infection or condemnation by the competent authority by the competent authority

11 a Glass or Sanitaryware broken or Damaged before the commencement of the Period of Insurance until replaced by the Insured

b in respect of neon and illuminated signs, breakage or Damage

i arising from adjustment, dismantling or erection of any part of the sign or whilst such sign is removed from its normal working position

ii of or to any part of the sign by its own ignition, electrical breakdown or burn out

iii of or to tubes unless the glass is fractured

12 any superficial scratching, chipping or cracking

13 window frames or other framework except as provided in Extension 10.

14 Damage caused by or consisting of acts of fraud or dishonesty by any partner director or employee of the Insured but the Insurer will pay for such Damage not otherwise excluded which itself results from an Event

15 Damage to:

a vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft

b Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures

c land, pier, jetties, bridges, culverts or excavations

d livestock, growing crops or trees

16 Damage to automatic teller machines (ATM) as a result of Event 9 Theft or Attempted Theft or Event 10 Hold-Up by Violence and/or Threats of Violence.

Section Conditions

The Policy Conditions apply to this Section and in addition:

1 Height Condition

It is a condition precedent to liability for Damage by Events 5, 6 and 7 that any Property Insured which is moveable in the basement or sub-basement of the Premises be kept at least 10 centimetres above floor level.

Section 4 - Employers' Liability

(Your policy schedule will show if this section is insured by your policy)

Definitions

Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos

Business

The business specified in the Schedule conducted solely from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which includes:

- a** the ownership, maintenance and repair of Premises used for the business
- b** the provision and management of canteens, social, sports or welfare organisations for the benefit of Employees and the Insured's ambulance, first aid and fire services
- c** the execution of private duties by Employees of the Insured for any partner director or senior official of the Insured.

Employee

- a** any person under a contract of service or apprenticeship with the Insured
- b** any of the following persons whilst working for the Insured in connection with the Business:
 - i** any labour master or labour only subcontractor or person supplied by him
 - ii** any self-employed person providing labour only
 - iii** any trainee or person undergoing work experience
 - iv** any voluntary helper
 - v** any person who is borrowed by or hired to the Insured.

Geographical Limits

- a** Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- b** any member country of the European Union
- c** elsewhere in the world in respect of Injury or Damage caused by or arising from:
 - i** non-manual activities of any person normally resident within the territories specified in Geographical Limits part a. and occurring during any journey or temporary visit
 - ii** Products.

Injury

- a** bodily injury, death, disease, illness, mental injury or nervous shock
- b** invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person other than an Employee.

Offshore Installations

- a** any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b** any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c** any pipe or system of pipes in the sea or tidal waters
- d** any installation which is intended to provide accommodation for persons who work on or from the locations specified in a, b or c.

Pollution or Contamination

- a** all pollution or contamination of buildings or other structures or of water or land and the atmosphere and
 - b** all Injury or Damage directly or indirectly caused by such pollution or contamination.
- All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Products

Any goods or other property sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured and not in the Insured's charge or control.

Cover

Event 1 – Employers' Liability

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Geographical Limits during the continuance of this Section provided that any action for compensation in respect of such Injury is brought in a Court of Law within the UK or a Member country of the European Union.

Costs and Expenses

The Insurer will pay costs and expenses incurred by it or with its written consent:

- a** in connection with the defence of any claim
- b** for representation of the Insured:
 - i** at any Coroner's Inquest or Fatal Accident Inquiry in respect of death
 - ii** at proceedings in any Court of Summary Jurisdiction or on indictment in any higher Court in respect of any alleged breach of statutory duty resulting in Injury or Damage which may be the subject of indemnity under this Section.

Limits of Indemnity

a Under Event 1 – Employers’ Liability the Insurer’s liability for all compensation costs and expenses payable in respect of any one claim or series of claims arising out of one occurrence shall not exceed the limit stated in the Schedule.

- i** any one claim or series of claims arising out of one occurrence
- ii** all claims arising from Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed the limit stated in the Schedule.

b Under Event 1 – Employers’ Liability the Insurer’s liability shall not exceed £5,000,000 in respect of an act of Terrorism.

c in respect of the indemnity provided under this Section for Extension 10 – Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs:

- i** the Insurer’s liability shall not exceed £5,000,000 or the Limit of Indemnity (whichever is lesser) in any one Period of Insurance
- ii** all amounts payable will form part of and not be in addition to the Limit of Indemnity
- iii** where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

Extensions

(Subject to the terms, limits, conditions and exclusions of this Section and the Policy)

1 Personal and Guests’ Effects

Exclusion 2 of this Section shall not apply to personal effects or vehicles belonging to any partner director Employee or guest of or visitor to the Insured.

Provided that:

- a** notice disclaiming liability in respect of Damage to vehicles is prominently displayed in any car park for which the Insured are responsible
- b** the Insurer’s liability in respect of the personal effects or vehicles of said guests or visitors shall

not exceed:

- i** £5,000 in respect of any one guest or visitor
- ii** £25,000 in all in respect of any one Period of Insurance.

2 Leased, Rented or Hired Premises

Exclusion 2 of this Section shall not apply to premises (including their fixtures and fittings) leased, rented or hired to the Insured.

This Extension shall not apply to:

- a** liability attaching to the Insured under the terms of any tenancy or other agreement
- b** liability arising out of the presence of Asbestos

3 Indemnity to Other Parties

If the Insured so requests, the Insurer will also indemnify the following parties:

- a** any officer or committee member or other member of the Insured’s canteen, social, sports or welfare organisations or ambulance, first aid or fire services against liability incurred in such capacity
- b** any of the Insured’s partners, directors or Employees against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each such party was individually named as the Insured in this Section
- c** any principal for whom the Insured is carrying out any work under any contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement.

Provided that:

- 1** each such party shall observe, fulfil and be subject to the terms and conditions of this Section and the Policy Conditions in so far as they can apply
- 2** the Insurer’s liability to the Insured and all parties indemnified hereunder shall not exceed in total the Limit of Indemnity shown in the Schedule.

4 Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured (and if they so request any of their partners, directors or Employees) subject to the terms of this Section in respect of:

- a** costs and expenses incurred with the Insurer’s

written consent

b costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that:

- a** the Insurer shall have the absolute conduct and control of all the said proceedings and appeals
- b** the Insurer will not pay for:
 - i** fines or penalties of any kind
 - ii** proceedings or appeals in respect of any deliberate or intentional criminal act or omission
 - iii** costs or expenses insured by any other policy.

5 Contingent Motor Liability

Section Exclusion **4 a i** shall not apply to liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured.

- a** This Extension shall not apply to such liability:
 - i** in respect of Damage to the said vehicle
 - ii** arising out of any such use in any country outside of the UK or the European Union
 - iii** incurred by any party other than the insured and Extension 3 shall not apply.

6 Joint Insured – Cross Liabilities

If more than one party is named as the Insured in the Schedule, this Section shall apply as though each was insured separately, provided that the Insurer's liabilities to all parties indemnified shall not exceed in total the Limit of Indemnity shown in the Schedule.

7 Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Insured in connection with the Business and caused within the Geographical Limits during the Period of Insurance:

- a** is obtained by such Employee in any Court situated in the territories specified in part a of the Geographical Limits
Definition against any person or corporate body domiciled or operating from premises within such territories and
- b** remains wholly or partly unsatisfied 6 months after the date of such judgement the Insurer will if

the Insured requests pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied.

Provided that:

- a** there is no appeal outstanding
- b** the Employee shall have assigned the judgement to the Insurer.

8 Consumer Protection Act – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so requests any partner director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the Insurer's written consent in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under Part 2 of the Consumer Protection Act 1987 alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that:

- 1** the Insurer shall have the absolute conduct and control of all the said proceedings and appeals
- 2** the Insurer will not pay for:
 - a** fines or penalties of any kind
 - b** proceedings or appeals in respect of any deliberate act or omission
 - c** costs and expenses insured by any other policy
- 3** the Insurer's liability under this extension for all costs and expenses payable in respect of all offences alleged to have been committed during any one Period of Insurance shall not exceed £25,000.

9 Court Attendance Compensation

If during the Period of Insurance any partner director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- any director or partner **£750**
- any Employee **£250**

10 Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The Insurer will indemnify the Insured in respect of:

- a** legal costs and expenses incurred with the prior written consent of the Insurer and

b costs of the prosecution awarded against the Insured in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury:

- i** in respect of Event 1 – Employers’ Liability sustained and caused
- ii** in respect of Event 2 – Public and Products Liability occurring during the Period of Insurance in the course of the Business and which may be subject to indemnity under this Section Provided that the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment.

The Insurer will not pay for:

- i** any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii** legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii** costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv** costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- v** costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.

11 Data Protection

a The Insurer will indemnify the Insured and at the Insured’s request any partner, director or Employee of the Insured against the sums which the Insured or any director, partner or Employee of the Insured become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of

the Data Protection Act 1984 as amended by the Data Protection Act

1998, for damage or distress resulting from failure of the Insured to comply with data protection legislation and caused in connection with the Business during the Period of Insurance.

Provided that the Insured is:

- i** a registered user in accordance with data protection legislation
- ii** not in business as a data processing bureau.

b The total amount payable including all costs and expenses under this paragraph in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

c The Insurer will not pay for:

- i** any damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- ii** any damage or distress caused by any act of fraud or dishonesty
- iii** the costs and expenses of rectifying, rewriting or erasing data
- iv** liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- v** the payment of fines or penalties.

12 Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured.

This Extension does not cover:

- a** the cost of rectifying any damage or defect in the premises or land disposed of
- b** liability for which the Insured is entitled to indemnity under any other insurance
- c** liability arising out of the presence of Asbestos.

Section Exclusions

In respect of Event 1 – Employers’ Liability, Policy Exclusion 3 of this Policy and the following Exclusions 10 and 11 apply to this Section.

This Section does not cover:

- 1** any liability in respect of:
 - a** fines, penalties or liquidated damages
 - b** aggravated, punitive or exemplary damages or any damages resulting from the multiplication of

compensatory damages.

2 liability in respect of Damage to any property belonging to or in the charge or the control of the Insured.

3 liability in respect of:

a Damage to any goods or other property sold, supplied, delivered, installed or erected by the Insured

b all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of

i any such goods or property

ii any defective work executed by or on behalf of the Insured Provided that Exclusions **3a** and **3b** shall not apply to liability in respect of Damage to said goods or other property if such Damage is caused by or arises from:

1 any alteration, repair or servicing work executed

2 any other goods or property sold, supplied, delivered, installed or erected by the Insured under a separate contract.

4 any liability arising out of the ownership, possession or use by the Insured or on their behalf of:

a any mechanically propelled vehicle or trailer attached thereto:

i whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation, excepting liability arising out of the operation as a tool of any mechanical plant

ii if such liability is insured by any other policy or is required by any traffic legislation to be the subject of compulsory insurance or other security

b any craft designed to travel in on or through water, air or space (other than hand-propelled watercraft).

5 liability arising out of:

a any error or omission in any advice, examination, prescription or treatment given by the Insured or anything used or supplied in connection therewith

b any goods dispensed, made up or manufactured by the Insured.

6 in respect of Injury or Damage caused by or arising from Products:

a any liability which attaches to the Insured solely under the terms of an agreement other than:

i under any warranty of goods implied by law

ii under any indemnity clause in any

agreement between the Insured and any independent carrier in respect of Injury or Damage caused by Products entrusted to such carrier for transit by road, rail or waterway

b any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft

c any claim made against the Insured in any country outside the UK or the European Union in which the Insured occupy premises or are represented by any resident Employee or holder of their Power of Attorney

d Damage to computer tapes and/or discs and information recorded thereon.

7 liability in respect of Damage caused by or arising from Products exported by the Insured or with the Insured's knowledge to the United States of America or Canada.

8 any liability in respect of:

a Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory

b Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

9 liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or would have been payable under such other policy had this insurance not been effected.

10 liability in respect of Injury to any Employee who is working on, visiting or travelling to or from Offshore Installations.

11 liability in respect of Injury to any Employee arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

12 a liability in any way caused by, arising from or contributed to by:

i exposure to or inhalation of Asbestos

ii fear of the consequences of exposure to or inhalation of Asbestos

b liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of Asbestos.

Section Conditions

The Policy Conditions except 3, 4, 13 and 14 apply to this Section and in addition:

1 Compulsory Insurance Legislation

The indemnity granted by this Section in respect of Injury to any Employee is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the territories specified in part a of the Geographical Limits Definition but the Insured shall repay to the Insurer all sums paid by the Insurer which it would not have been liable to pay but for the provisions of such law.

Section 5a - Buildings

(Your policy schedule will show if this section is insured by your policy)

Definitions

All Risks Cover

Events 1-10 described under Section 3 General Contents of this Policy, incorporating the relevant exclusions and in addition the following Event 11:

Event 11

Accidental Damage of a sudden and unforeseen nature excluding Damage to the Property Insured caused by collapse, cracking, frost, landslip, subsidence, ground heave or settlement and the first £100 of each claim in respect of each separate Premises.

Property Insured

The Building and outbuildings situated at the Premises including walls, gates and fences.

Sum Insured

a The Insurer's liability under this Section is limited to the Sum Insured shown in the Schedule.

b Index Linking

i The Sum Insured will be adjusted annually by your broker. It remains the responsibility of the Insured to ensure the Sums Insured are adequate to cover the cost of rebuilding the Property Insured.

ii Additional premium will not be charged on such adjustments during the Period of Insurance. The renewal premium will be calculated on the adjusted Sum Insured applying on the last day of the month 3 months before renewal month.

iii In the event of insured Damage the monthly Index Linking adjustments will continue during the period between the date of Damage and the completion of repair or replacement, provided that

the Insured takes all reasonable steps to have the repair or replacement carried out without delay. The period of Index Linking adjustments after Damage is limited to 1 year.

Cover

The Insurer will indemnify the Insured up to the Sum Insured in respect of Damage to the Property Insured occurring during the Period of Insurance by any of the Events shown.

Provided the Damaged Property is repaired or replaced, the amount payable, subject to the terms of this Section and the Policy Exclusions and Policy Conditions, shall be the cost of repair or replacement without deduction for wear and tear.

Extensions

(Subject to the terms, limits, conditions and exclusions of this Section and the Policy)

Cover under this Section includes:

1 Underground Services

The cost of repairing accidental Damage to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables.

2 Removal of Debris

The costs and expenses necessarily incurred by the Insured with the Insurer's consent in:

a removing debris

b dismantling or demolishing

c shoring up or propping of the portion or portions of the Property Insured Damaged by any Event covered under this Section.

3 Architects' Surveyors' and other Fees

Architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the Property Insured following Damage by any Event insured by this Section. This Extension does not apply in respect of fees for preparing any claim.

4 Statutory or Local Authority Costs

The costs incurred following Damage by any Event insured by this Section of reinstatement of the Property Insured to comply with statutory building regulations or Municipal or Local Authority byelaws provided that notice has not been served on the Insured prior to the Damage.

5 Loss of Rent

Loss of rent paid or payable to the Insured following Damage by an Event insured by this Section to any Building or part of any Building which renders it uninhabitable or unaccessible. The Insurer will indemnify the Insured for such loss of rent during the period necessary to restore the Building to a habitable condition or to make it accessible.

Provided that:

- i** cover for such costs shall only apply to the extent that such costs are not otherwise insured
- ii** the maximum period during which payment under this Extension will be made shall not exceed 24 calendar months from the date of the Damage
- iii** the Insurer's liability under this Extension shall not exceed 20% of the Sum Insured applying to the Building or to the parts of the Building Damaged.

6 Alterations and Additions

To the extent that they are not otherwise insured: **a** alterations, additions and improvements (but not appreciation in value in excess of the Sum Insured) to Property Insured

b any newly acquired Property Insured for no more than 15% of the total Property Insured Sum Insured, or £50,000, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the Insured shall give details of such alterations and additions to the Insurer within 90 days of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

7 Interested Parties

The Insurer agrees:

a that without prejudice to rights and liabilities of the Insured or the Insurer, if at the time of Damage the Insured have contracted to sell their interest in any Building covered, and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase shall be entitled to benefit under this Section until completion, except in so far as such Building is more specifically insured by or on behalf of the purchaser

b to note the interest of any party notifying their interest in any of the Property Insured in writing, the nature and extent of such interest to be disclosed in the event of Damage.

8 Theft Damage to Buildings

Damage to Building(s) insured under this Section caused by theft or attempted theft (not involving entry to or exit from the Buildings by forcible and violent means) excluding:

a Damage:

- i** to any Unoccupied Building
- ii** expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises, unless such theft or attempted theft involved the threat of or assault or violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
- iii** to Property which is more specifically or otherwise insured

b the first £1,000 of each and every claim

c any amount exceeding £25,000.

Section Exclusions

The Policy Exclusions apply to this Section and in addition it does not insure:

- 1** consequential loss of any kind or description
- 2** Damage to electrical equipment by short circuiting or overrunning not resulting in fire
- 3** Damage due to theft or attempted theft by or in collusion with any member of the Insured's family business staff or domestic servants
- 4** loss due to any person obtaining property by deception.
- 5** Damage caused by or consisting of acts of fraud or dishonesty by any partner director or employee of the Insured but the Insurer will pay for such Damage not otherwise excluded which itself results from an Event

6 Damage to any Property:

a resulting from its undergoing any heating process or process involving the application of heat

b resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such Damage caused by fire or explosion

7 Damage to:

a vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft

b Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures

c land, pier, jetties, bridges, culverts or excavations

d livestock, growing crops or trees

8 Damage to automatic teller machines (ATM) as a result of Event 9 Theft or Attempted Theft or Event 10 Hold-Up by Violence and/or Threats of Violence.

Section Conditions

The Policy Conditions apply to this Section and in addition:

1 Felt Roof Condition

If any Building has a felt roof where the mineral felt surface has not been replaced for 10 years, then it is a condition precedent to liability for Damage that the felt roof is inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection shall be kept and produced if requested by the Insurer.

Section 5b - Property Owners Liability

(Your policy schedule will show if this section is insured by your policy)

Definitions

Act of Terrorism

Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

Business

The Business or organisation specified in the Schedule conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including

a the ownership, maintenance and repair of premises used in connection therewith

b the provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured

c the execution of private duties by Employees for any partner, director or senior official of the Insured.

Employee

a any person under a contract of service or apprenticeship with the Insured

b any of the following persons whilst working for the Insured in connection with the Business

i any labour master or labour only

ii any self-employed person providing labour only

iii any trainee or person undergoing work experience

iv any voluntary helper

v any person who is borrowed by or hired to the Insured.

Injury

a bodily injury, death, disease, illness, mental injury or nervous shock

b invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

Offshore Installations

a Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation

b any installation in the sea or tidal waters which is intended for the storage or recovery of gas

c any pipe or system of pipes in the sea or tidal waters

d any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition Offshore Installations **a**, **b** or **c** above.

Pollution or Contamination

a all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b all Injury or Damage directly or indirectly caused by such pollution or contamination.

All Pollution or Contamination, which arises out of or in connection with one incident, shall be deemed to have occurred at the time such incident takes place.

Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured in connection with the Business and not in the charge or control of the Insured.

Territorial Limits

a Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

b any member country of the European Union
c elsewhere in the world in respect of Injury or Damage caused by or arising from

i non-manual activities of any partner, director or Employee of the Insured normally resident within the territories specified in Definition Territorial Limits

a above and occurring during any journey or temporary visit

ii Products.

Cover

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental

a Injury to any person

b Damage to material property

c nuisance, trespass, obstruction or interference with any right of way, light, air or water

occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

Costs and Expenses

The Insurer will also pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

a in connection with the defence of any claim

b for representation of the Insured

i at any coroner's inquest or fatal accident inquiry in respect of death

ii at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or loss or damage

which may be the subject of indemnity under this Section.

Limit of Indemnity

a The Insurer's liability for all compensation payable in respect of

i any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

ii all Injury, loss or damage sustained by all claimants occurring during any one Period of Insurance and caused by and arising from Products

iii all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance

shall not exceed the Limit of Indemnity.

b In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all

i claimants' costs and expenses

ii costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of such claims

Provided that

a in respect of an Act of Terrorism the Limit of Indemnity shall not exceed the Limit of Indemnity stated in the Schedule or £5,000,000 (whichever is the lesser). If the Insurer alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the Insured.

b in respect of the indemnity provided under this Section for Extension 12 – Corporate Manslaughter and Corporate Homicide Act 2007– Legal Defence Costs

i the liability of the Insurer shall not exceed £5,000,000 or the Limit of Indemnity (whichever is lesser) in any one Period of Insurance

ii all amounts payable will form part of and not be in addition to the Limit of Indemnity

iii where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

Extensions

(Subject to the terms, limits, conditions and exclusions of this Section and the Policy)

1 Indemnity to Other Parties

At the request of the Insured the Insurer will indemnify the following parties

a any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity

b any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each party were individually named as the Insured in this Section

c any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured. Provided that

i each such party shall observe, fulfil and be subject to the terms and conditions of this Section in so far as they can apply

ii the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the Schedule.

2 Joint Insured – Cross Liabilities

If more than one party is named as the Insured this Section shall apply as though each were insured separately provided that the Insurer's liability to all parties indemnified shall not exceed in total the Limit of Indemnity shown in the Schedule.

3 Overseas Personal Liability

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or Employee of the Insured or family member of such partner, director or Employee normally resident within the territories specified in Territorial Limits a in the course of any journey or temporary visit to any other country made in connection with the Business.

4 Motor Contingent Liability

The Insurer will indemnify the Insured in the terms of this Section against liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured but this Section does not cover liability

a in respect of damage to such vehicle

b arising out of any such use in any country outside the UK and the European Union

c incurred by any party other than the Insured

d incurred by any party identified in Extension 1 – Indemnity to Other Parties other than an Employee.

For the purpose of this cover Exclusion 1 – Injury to Employees does not apply.

5 Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a** costs and expenses incurred with the Insurer's written consent
- b** costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

- i** the proceedings relate to the health, safety or welfare of any person other than an Employee
- ii** the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a** fines or penalties of any kind
- b** proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c** costs or expenses insured by any other insurance.

6 Data Protection

The Insurer will indemnify the Insured and at the Insured's request any partner, director or Employee of the Insured against the sums which the Insured or any director, partner or Employee of the Insured become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for damage or distress caused in connection with the Business during the Period of Insurance provided that the Insured is

- i** a registered user in accordance with the terms of the Act
- ii** not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £100,000.

The Insurer will not pay for

- a** any Damage or distress caused by any deliberate act or omission by the Insured the

result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

- b** any Damage or distress caused by any act of fraud or dishonesty
- c** the costs and expenses of rectifying, rewriting or erasing data
- d** liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- e** the payment of fines or penalties.

7 Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured.

Provided that this Extension does not cover

- a** the costs of rectifying any damage or defect in the premises or land disposed of
- b** liability for which the Insured is entitled to indemnity under any other insurance.
- c** liability arising out of the presence of Asbestos

8 Consumer Protection and Food Safety Acts – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a** Part 2 of the Consumer Protection Act 1987 or
- b** Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a** fines or penalties of any kind
- b** proceedings or appeals in respect of any deliberate act or omission
- c** costs or expenses insured by any other policy.

9 Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- i any director or partner **£750**
- ii any Employee **£250**

10 Contractual Liability

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement, the indemnity provided by this Section shall only apply if the sole conduct and control of any claim is vested in the Insurer.

Provided that the Insurer shall not in any event provide indemnity

- a under Section Exclusion 9.a. (Products) except as stated therein
- b in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

11 Legionellosis Liability

Policy Exclusion 4.b. (Pollution and Contamination) shall not apply to any discharge, release, or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

Provided that

- a the Insurer will only indemnify the Insured
 - i in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like first made in writing to the Insured during the Period of Insurance
- or
- ii if the first notification of a circumstance which has caused or is alleged to have caused Injury or Damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water

tanks, water systems, air-conditioning plants, cooling towers and the like is notified to the Insurer during the Period of Insurance or within 30 days after expiry of the same Period of Insurance

b the liability of the Insurer under this Extension for all compensation (including interest thereon) and claimants costs' and expenses payable shall not exceed £500,000 and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity as stated in the Schedule

c this Extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the Period of Insurance the Insured had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

12 Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The Insurer will indemnify the Insured in respect of

- a legal costs and expenses incurred with the prior written consent of the Insurer and
 - b costs of the prosecution awarded against the Insured in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in the course of the Business and which may be subject to indemnity under this Section.
- Provided that the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment.

The Insurer will not pay for

- i any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process.

Any change to such prospect of success during the appeals process may result in cover being removed

iii costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance

iv costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

v costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.

Section Exclusions

The Policy Exclusions 2 (War) and 3 (Radioactive Contamination) apply to this Section and in addition the Insurer will not pay for:

1 Injury to Employees

Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured.

2 Work on Offshore Installations

Liability in respect of Injury or loss or damage arising in connection with visiting or working on or travel to or from Offshore Installations.

3 Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of

a fines, penalties or liquidated damages

b punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4 Pollution or Contamination

Liability in respect of

a Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory

b Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

5 Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall

not apply

a while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)

b in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy.

6 Vessels or Craft

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any

a aircraft or other aerial device made or intended to travel through air or space

b any water-borne vessel or craft other than
i those used for business entertainment purposes within inland waters
ii hand propelled or sailing watercraft whilst within inland waters and not exceeding 75 feet in length.

7 Property in the charge or control of the Insured

Liability in respect of loss or damage to any property belonging to or in the charge or control of the Insured other than

a personal effects or vehicles of any partner, director or Employee of or visitor to the Insured

b premises (and their contents) not belonging, leased, rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work

c premises (including their fixtures and fittings) leased, rented or hired to the Insured but this Section does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement.

8 Damage to Goods Supplied

Liability in respect of

a loss or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured

b all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of

i any such goods or property

ii any defective work executed by or on behalf of the Insured except that **8 a** and

8 b i above shall not apply to liability in respect of loss or damage to the said goods or property if such loss or damage is caused by or arises from

1 any alteration, repair or servicing work executed

2 any other goods or property sold, supplied, delivered, installed or erected

by the Insured under a separate contract.

9 Products

In respect of Injury, loss or damage caused by or arising from Products

a any liability which attaches to the Insured solely under the terms of an agreement other than

i under any warranty of goods implied by law

ii under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury, loss or damage caused by Products entrusted to such carrier for transit by road, rail or waterway

b any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft

c any claim made against the Insured in any country outside the UK or the European Union in which the Insured occupy premises or are represented by any resident Employee or holder of the Insured's power of attorney.

10 Advice and Design

Liability for Injury, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured other than where provided or performed in connection with any Product.

11 Contract Works and J.C.T. Clause 6.5.1

Liability in respect of loss or damage to any property

a comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured

b against which the Insured are required to effect insurance under the terms of Clause 6.5.1 of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12 Manual Work

Liability arising from or as a consequence of any manual work carried out away from any premises belonging, leased, rented or hired to the Insured other than delivery or collection.

13 Slings and Cradles

Liability for Injury, loss or damage arising out of the operation of a sling and/or cradle.

14 Computer Date Recognition

Liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

a correctly to recognise any date as its true calendar date

b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date

c to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore, correctly to manipulate, interpret, calculate or process any data on or after any date.

15 Excess

The amount of any third party property damage excess specified in the Schedule.

16 Asbestos

a Liability in any way caused by, arising from or contributed to by

i exposure to or inhalation of Asbestos

ii fear of the consequences of exposure to or inhalation of Asbestos

b Liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of Asbestos.

Section Conditions

The Policy Conditions 1-12, 14-17 inclusive apply to this Section and in addition the following:

1 Bona fide Subcontractors

In respect of work commencing within the Period of Insurance, it is a condition precedent to any liability of the Insurer in respect of Injury, loss,

destruction or damage arising out of or caused by work undertaken on behalf of the Insured by bona fide subcontractors, that the Insured obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the Insured insurance as follows:

a Employers' Liability insurance in accordance with any law relating to compulsory insurance of liability to employees

b Public Liability insurance covering legal liability for injury to any person other than liability described in a above and loss, destruction or damage to property with a Limit of Indemnity not less than £2,000,000.

This condition does not apply where bona fide subcontractors are engaged to carry out work on behalf of the Insured in an emergency and there is insufficient time to obtain written evidence of insurance provided that the Insured shall obtain verbal confirmation from such subcontractors that insurance as described in a and b above is in force and confirm such conversation in writing and retain a copy as a written record.

2 Other Insurances

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Section not been effected.

Section 6 - Terrorism

(Your policy schedule will show if this section is insured by your policy)

Definitions

Act of Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Computer System

A computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

Consequential Loss

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

Damage

Loss or destruction of or damage to Property Insured.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

General Cover Policy

a This Policy
or

b where the Cover by this Policy is limited to the Terrorism Insurance Section only, the policy or policies specified in the Terrorism Section of the Schedule to this Policy.

Hacking

Unauthorised access to any Computer System, whether the property of the Insured or not.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed for or adapted for:

- 1** the production or use of atomic energy or
- 2** the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
- 3** the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

Property/Property Insured

Property as detailed in the Schedule to any General Cover Policy but excluding:

- 1** property insured under a:
 - a** Marine, Aviation or Transit policy
 - b** Motor Insurance policy (other than Motor Trade policy)
 - c** Road Risks Section of a Motor Trade policy
 - d** reinsurance policy or agreement
 - e** Bankers Blanket Bond whether such policy or agreement includes cover for an Act of Terrorism or not

2 any land or building which is insured in the name of an individual and is occupied as a private residence or any part thereof which is so occupied, unless the building is used for both commercial and residential purposes and:
a both commercial and residential portions are insured under the same policy, and
b the square footage of the commercially occupied portion of the building exceeds 20% of the total square footage of the building

Note: Trustees that hold blocks of flats and/or private dwelling houses under a trust or a person who owns blocks of flats and/or private dwelling houses in the business of a sole trader are not deemed to be Individuals, except where the property is a private dwelling house or a self-contained unit insured as part of a block of units and is occupied as a private residence by any of the trustees or any beneficiary of the trust or by the sole trader, it will be deemed to be insured in the name of an individual.

3 any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Territorial Limits

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987.

Note 1: This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

Note 2: For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Cover

The Insurer will pay the Insured for

a Damage, or

b Consequential Loss occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits.

Provided always that the insurance by this Section:

a is not subject to the Policy Exclusions of the General Cover Policy

b is subject otherwise to all the terms and conditions of the General Cover Policy except where expressly varied within this Section

c is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this Policy

Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

i no subsequent Period of Insurance by this Section shall extend beyond the next Renewal Date of this Policy

ii the renewal premium due in respect of this Section has been received by the Insurer

d is not subject to any Long Term Undertaking applying to the General Cover Policy

e is not subject to any terms in the General Cover Policy which provide for adjustments of premium.

Basis of Settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any General Cover Policy in respect of Damage or Consequential Loss.

The most the Insurer will pay for any one Event is:

a the Total Sum Insured, or

b for each item its individual Sum Insured, or

c any other limit of liability in the General Cover Policy, whichever is the less, except where the liability of the Insurer exceeds the Total Sum Insured, or for each item its individual Sum Insured, or any other limit of liability in the General Cover Policy, where such excess is solely in respect of any Cover Extension as provided for in the General Cover Policy.

Section Exclusions

The Insurer will not pay for:

1 Digital and Cyber Risk Exclusion

any losses whatsoever directly or indirectly

caused by or contributed to by or arising from or occasioned by or resulting from:

a damage to or the destruction of any Computer System or

b any alteration, modification, distortion, erasure or corruption of Data, in each case whether the property of the Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

Provided that this Exclusion 1. will not apply to Damage or Consequential Loss solely to the extent that such Damage or Consequential Loss:

i results directly (or, solely as regards **ii**, **c** below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and

ii comprises:

a the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Insured; or

b the amount of business interruption loss suffered directly by the Insured itself by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured by the Insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by the Insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by the Insured to which access is affected; or

c the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss; and

iii is not proximately caused by an Act of Terrorism in relation to which the relevant

organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or defacto government of any nation, country or state.

iv The meaning of Property for the purposes of this proviso shall (additionally to those exclusions in the definition of Property) exclude:

a any money (including Money as defined elsewhere in the General Cover Policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and

b any Data.

v Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph **ii** above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph **i** above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs **i** and **ii** above from being recoverable under this Section. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

vi For the avoidance of doubt, the burden of proof shall be on the Insured to prove or establish all the matters referred to in sub-paragraphs **i** to **ii** above.

2 Riot, Civil Commotion and War

any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Territorial Limits

any losses whatsoever arising directly or indirectly from any cover or extension of Premises provided by the General Cover Policy to locations outside the Territorial Limits.

4 Private Residences

any loss whatsoever or any expenditure resulting or arising therefrom or any Consequential Loss directly or indirectly relating to a private residence property when insured in the name of a private individual caused by or contributed to by or arising from:

- a** the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- b** ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
- c** chemical and/or biological and/or radiological irritants contaminants or pollutants.

Section Conditions

1 Burden of Proof

In any action suit or other proceedings where the Insurer alleges that any damage or loss resulting from damage is not covered by the Terrorism Section, the burden of proving that such damage or loss is covered shall be upon the Insured.

Risk Director

Risk Director is Allianz's award winning online risk management service that is FREE for Allianz policyholders. At the click of a button you can access effective risk management guidance and information and also access trusted and impartial risk management product and service resources. Try it now via www.riskdirector.co.uk

Complaints Procedure

We aim to provide a first class service. If you have any reason to complain about the sale of your Policy, the first step is to write to contact your broker. Please include your Policy number, which is shown on your Policy Schedule.

If your complaint relates to anything other than how the policy was sold to you

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away. If we are unable to, we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected. If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which

offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Musical Insurance, Great West House (GW2),
Great West Road, Brentford, Middlesex TW8 9DX,
United Kingdom.
Telephone 0344 391 4037
Email csm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email:
complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

Financial Services Compensation Scheme

If we are unable to meet our liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Privacy Notice - How we use personal information

Introduction

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

1. Who we are and whose personal information we collect

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy. When we say "you" and "your" and "individuals" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as brokers, intermediaries and animal breeders.

2. Who we are and whose personal information we collect

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims and carry out engineering inspections to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with business partners to meet the legitimate needs of our business

- to send marketing information about our products and services if we have received your specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.

3. Marketing

We use an individual's personal information to market products and services to them.

Our marketing activities may include:

- providing information about products and services by telephone, post, email and SMS; we will either do this ourselves or use third party partners to do it for us
- working with selected partners to display relevant online advertisements, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with an individual's personal information in an encrypted format, which they use only to identify the appropriate audiences for our advertisements. We ensure that our partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in Section 10: Know your Rights.

4. Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 10: Know Your Rights and we will review the decision.

5. The personal information we collect

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How We Use Personal Information:

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered.

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements)

6. Where we collect personal information

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders

- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)

- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants or witnesses.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details - <https://www.allianz.co.uk/cookie-policy.html>

7. Sharing personal information

We only share your information when necessary for the purposes stated in Section 2: How We Use Personal Information.

We may share personal information with:

- other companies within the global Allianz Group www.allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- our approved suppliers to help deal with claims or manage our benefit services, for example, vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other partners, local authorities and councils, including the RSPCA, if we suspect or conclude, following investigation, poor breeding practices and animal cruelty
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to us or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE) and network organisations of which you are a member
- external agencies for market research purposes
- any organisation where you have agreed for them to receive that data as part of the terms and conditions of your membership or affiliation

- prospective buyers in the event that we wish to sell all or part of our business.

8. Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCRs) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, please contact our Data Protection Officer.

Some of our suppliers have servers outside the EU. Our contracts with these suppliers require them to provide equivalent levels of protection for personal information.

9. How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

10. Know your rights

Any individual whose personal information we hold has a number of rights in relation to how that information is processed by us. You have the following rights:

- **The right to object** – individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access**– individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** – individuals can ask us to update or correct their personal information to ensure its accuracy
- **The right to be forgotten** – individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** – individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** – individuals can ask for a copy of their personal information, so it can be used for their own purposes

• **The right to withdraw consent** – individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent

• **The right to make a complaint** – individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) www.ico.org.uk

If you wish to exercise any of these rights you can do so by contacting our Data Rights team:

Phone: 0208 231 3992

Email: datarights@allianz.co.uk

Address: Allianz Insurance Plc, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

11. Allianz (UK) Group Data Protection Officer Contact Details

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Phone: 0330 102 1837

Email: dataprotectionofficer@allianz.co.uk

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

12. Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020.

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website www.allianz.co.uk.

12. Allianz Privacy Standards (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at <https://www.allianz.com/en/privacy-statement.html>.

How to contact us

By telephone: 0330 100 9903

Monday to Friday 9am to 5.30pm

By email: musicalinsurance@allianz.co.uk

**In writing: Allianz Musical Insurance
Great West House (GW2)
Great West Road
Brentford
Middlesex TW8 9DX
United Kingdom**

How to make a claim

**Please contact your broker who arranged the Policy.
Alternatively telephone the Claims Helpline below
and quote your Policy Number.**

By telephone: 0344 391 4051

Monday to Friday 9am to 5.30pm

