BUSINESS PACKAGE
PRODUCT SUMMARY

COVER ASSEMBLED
FOR YOUR BUSINESS

Business Package Insurance Policy

Please read this document carefully. Full terms, definitions, clauses, conditions and exclusions can be found within the Policy Booklet.

The Business Package policy is underwritten by Royal & Sun Alliance Insurance Ltd, an Insurance Undertaking, and will run for 12 months or as shown on the schedule.

Full details of any Endorsements or Excesses that may apply will be shown in the Policy Schedule and Policy Booklet.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

Section 1: Material Damage

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Available on a specific “Contingencies” basis with the option to include “Accidental Damage” for: • Buildings, including Glass Breakage • Plant, machinery, trade fixtures (and all other contents) • Other specified property • Stock in trade • Tenants’ improvements Where the above items are stated in this section on the Schedule. • Subsidence ground heave and landslip is available as an option in most areas	• Professional fees • Public Authorities • Theft damage to buildings • Reasonable boarding up costs and cost of necessary removal or replacement of fixtures and fittings following damage to glass where this is covered under this section • Damage to underground services • Clearing of drains • Loss of metered water (up to £25,000) • Contracting purchaser’s interest • Capital additions (up to 10% of total sum insured of buildings, tenants’ improvements and plant, machinery, trade fixtures (and all other contents) or in the aggregate £1,000,000, whichever is less)	**Clauses** • Reinstatement basis of settlement • Sums insured subject to index linking • Day one (non adjustable) • Workmen • Designation • Reinstatement of sum insured following a loss • Average • Non-ferrous Raw Materials **Conditions** • Intruder alarm (operative if the “Intruder Alarm Condition” appears under “Section Endorsements” in the Schedule for this Section) • Fire Extinguishing Appliances in Efficient Working Order • Electrical Inspection • Unoccupied Premises	• Bursting by steam pressure boilers • Cessation of work or government action • Change in water table level • Storm, tempest and flood damage to walls not forming part of the structure, fences, gates or moveable property in the open or in open-sided structures • Storm, tempest and flood damage caused by frost, subsidence, heave or landslip • Theft, other than theft involving forcible and violent entry to or exit from the structures at the premises, or violence or threat of violence to you or any director, partner or employee or their families • Theft of property in the open, jewellery and other valuables unless otherwise agreed • Damage by malicious persons to property in the open unless otherwise agreed

Section 1 | Material Damage *continued*

Cover

Optional cover – Loss of Licence

Loss of an excisable liquor licence from causes beyond Your control giving rise to:

- Reduction in gross income
- Reasonable additional expenses incurred in maintaining Your gross income
- Reduction in the value of Your premises and/or business
- Other costs and expenses incurred by You with Our written consent
- Auditors or accountants charges incurred whilst dealing with a claim

Up to the compensation as shown in the schedule

Extensions included as standard (subject to certain limits)

- Cost of debris removal/ re-erection
- Temporary removal of contents (excluding stock in trade) for cleaning, renovation or repair (up to 15% of relevant sum insured)
- Temporary removal of contents including stock in trade between premises (up to 15% of the relevant sum insured or £50,000, whichever is less)
- Stock at Exhibitions (up to £25,000)
- Fire brigade and rescue services damage to grounds (up to £25,000)
- Replacement of locks following theft of keys (up to £25,000)
- Contract price
- Trace and access (up to £25,000)
- Fire extinguishment and security equipment expenses (up to £25,000)
- Loss of rent – where this is covered under this section
- Unauthorised use of gas, water or electricity (up to £25,000)
- Damage to Signs (up to £5,000)
- Cost of fuel spillage clean-up (up to £25,000)
- Inadvertent omission to insure (up to £1,000,000 in the aggregate in any one 'Period of Insurance')
- Seasonal increase of 'Stock in Trade' for set periods (up to 25% of the relevant sum insured or £500,000 whichever is less)
- Contents including stock in trade at third party storage sites (up to £5,000 any one original cause at any one location subject to a maximum amount of £25,000 in the aggregate in any one 'Period of Insurance')
- Further investigation expenses (up to £5,000 in the aggregate in any one 'Period of Insurance')
- Loss minimisation and prevention expenditure (up to £25,000)
- Trade Samples (up to £10,000
- Property other than Stock in Trade in the open (up to £1,000 for any one claim)
- Outside Catering (up to a limit of £1,000 any one claim)
- Alternative Accommodation (up to £100,000 in total for all claims or series of claims, arising out of any one original cause)

Conditions

- Roof Condition
- Smoking
- Subsidence if insured
- Stillage
- Fork Lift Trucks Charging

Loss of Licence (if selected)

- Limit of Liability
- Value Added Tax
- Alternative Trading
- Change in Circumstances
- Transfer of Licence
- Forfeiture or Refused Renewal

Exclusions

- Damage by malicious persons to property in any structure incapable of being locked

Vacant or Disused Premises have the following Contingencies excluded after 30 days:

- Malicious Persons;
- Theft or any attempted Theft;
- Escape of Water;
- Accidental Discharge or Leakage of Automatic Sprinkler Installations due to freezing;
- Accidental Damage to Glass and Sanitary Ware

unless the Policy is endorsed to the contrary.

- Indirect loss (other than loss of rent if insured under this section)
- Property let out on hire
- Loss resulting from you voluntarily parting with title or possession of any property by deception
- Damage to any part of electrical equipment caused by electrical faults within that part
- Showcases and automatic or vending machines or their contents outside the structures at the premises unless otherwise agreed

Accidental Damage (if selected)

- Inherent vice, deterioration, wear and tear
- Faulty or defective workmanship
- Corrosion, rust, wet or dry rot, dampness, dryness or vermin
- Change in temperature
- Joint leakage, failure of welds, overheating, cracking or collapse of boilers and other pressure vessels
- Mechanical or electrical breakdown or derangement
- Damage caused by subsidence, heave or landslip
- Fraud or dishonesty
- Disappearance or unexplained shortage
- Electrical or magnetic disturbance of electronic records
- Destruction of or damage to a building or structure caused by its own collapse
- Damage to property (other than by fire or explosion) resulting from any production or repair process
- Damage to vehicles, craft, contract works, land, roads, bridges, livestock, growing crops or trees unless otherwise agreed
- Delay or seizure of goods by the government or other authority

Section 1 | Material Damage *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			• Any claim for which more specific insurance applies under Section 10 of this Policy **Loss of Licence (if selected)** • Any loss where you are entitled to compensation under legislation • If alteration permission is not granted • Closure not required by law • Premises not maintained in a fit state of sanitary condition • Failure to comply with licensing authority requirements • Forfeiture or failure to renew licence due to Your misconduct, neglect or failure to keep the licence in force • Non-renewal of the licence where you had been told that the licence would not be renewed due to town or country planning decisions

Section 2 | Business Interruption

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
• Loss of gross profit or gross revenue and/or increase cost of working following damage to your business premises • Loss of book debts following damage to accounting records at your business premises • The insured causes of damage will follow those under "Policy Section 1" except "Explosion" which is separately defined under this section or unless you have requested otherwise	• Unspecified suppliers (up to £50,000) • Unspecified customers (up to £50,000) • Storage sites (up to £50,000) • Property in transit(up to £50,000) • Contract sites (up to £50,000) • Premises of public utilities – gas, electricity, water and telecommunications (up to £50,000) • Denial of access – Damage to property within one mile of the Premises (up to the full sum insured) • National lottery • Public emergency within one mile of your Premises (up to £50,000) • Bomb scares (up to £50,000) • Essential personnel (up to £25,000) • Exhibition expenses (up to £25,000) • Loss from interruption / interference with the "Business" at the premises – from human infectious disease (as specified in the Policy) – as a result of murder or suicide occurring at the Premises	• Departmental • Payments on account • Accumulated stocks • Standing charges (applicable to estimated gross profit) • Monthly records of outstanding debit balances be kept at a place other than your premises • Reinstatement of sum insured following a loss • Alternative trading • Sums insured subject to index linking • Value Added Tax	Loss arising directly or indirectly from: • deliberate erasure, loss, distortion or corruption, of information on computer systems or other records, programmes or software • other erasure, loss, distortion or corruption, of information on computer systems or other records, programmes or software • Any claim for which more specific insurance applies under Section 10 of this Policy

Section 2: Business Interruption *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
	– from food or drink poisoning provided at the Premises (up to £50,000 in the aggregate in any one Period of Insurance) • Closure by the Public Authority from – discovery of vermin or pests – defects in drains or sanitary arrangements at the premises (up to £50,000) • Accidental failure of public supply (up to £25,000) • Motor vehicles (up to the full sum insured)s		

Section 3: Goods in Transit

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Property whilst in transit in the UK, the Channel Islands, the Isle of Man and Republic of Ireland by road, rail or air freight up to sum insured shown on the schedule Method of Conveyance • Vehicles owned or operated, by you (including by such vehicles involving sea or air transits, between the territories as above) • Carriers other than yourself by means of road, rail or air freight	• Cost of Document Replacement (up to £50,000) • Patterns at Third Party Premise • Damage to packing materials (up to £10,000) • Transfer costs (up to £10,000) • Reloading costs (up to £10,000) • Debris removal costs (up to £10,000) • Drivers/attendant personal effects (up to £500 per person) • Use of substitute vehicles • Containers (up to £10,000 any one cause for any one container subject to a maximum amount of £25,000 in the aggregate in any one 'Period of Insurance')	**Clauses** • Reinstatement (tools) clause • Average • Reinstatement of sum insured following a loss **Conditions** • Security measures apply to transit by own vehicles • Motor vehicles must be roadworthy and in a good state of repair • Receipts to be obtained from third party carriers	• Wear and tear, deterioration, contamination or vermin • Inherent vice, latent defect, action of light, atmospheric or climatic conditions • Spillage, leakage, evaporation, loss of weight or shrinkage • Mechanical and/or electrical derangement or breakdown • Electrical or magnetic injury disturbance or erasure of electronic records • Breakdown of refrigeration and/ or insufficient insulation • Defective/inadequate packing or insufficient addressing • Delay or seizure of goods by the government or other authority • Carriage of explosives or other dangerous goods • Money, jewellery, precious stones and metals, bullion, furs and livestock • Property carried by you for hire or reward • Loss or damage by storm, theft or attempted theft to property in open-sided or similar type vehicles • Indirect loss • Loss insured by fidelity guarantee insurance • Any claim for which more specific insurance applies under Section 10 of this Policy.

Section 4: Loss of Business Money

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Loss of Money as defined: • In transit and at contract sites • In bank night safe • In premises during business hours • In premises outside business hours in safe • In premises outside business hours not in safe • In the custody of travellers and collectors • In private dwellings Territorial Limits of United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland	• Damage to safes, strong rooms, franking machines and carrying cases • Damage to clothing and personal effects (up to £1,000 per person) • Unauthorized use of company credit cards (up to £500 during each period of insurance)	**Clauses** • Reinstatement of sum insured following a loss **Conditions** • Money records to be kept in a secure place separate from the money itself • Safe keys to be removed from the premises outside business hours • Safe details to be provided • All cash tills must be left open with all contents deposited in a secure place not in the vicinity of the cash tills after business hours • Accompaniment requirements for money in transit • Intruder alarm (if such condition is operative under Section 1) • Money in Automated Teller Machines	• Fraud or dishonesty of any partner, director or employee not discovered within 14 days • Loss insured by a fidelity guarantee insurance • Loss from unattended vehicles • Any form of payment that is counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable • Errors, omissions or any kind of indirect loss

Section 5: Personal Accident (Assault)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Benefits are payable for injury sustained during theft or attempted theft of money or other property, resulting in: • Death • Loss of limbs or sight • Permanent total disablement • Temporary total disablement • Temporary partial disablement • Medical expenses	• Victim support, if the insured person should suffer social and/or emotional impairment following assault or violence or threat thereof (up to £40 per hour, £1,000 per person per event and £5,000 per event for all persons)	• You or any partner, director or employee must be aged not less than 16 years or more than 75 years • Medical expenses up to £1,000 • All information/evidence required shall be furnished at your expense	• Any pre-existing physical or mental condition

Section 6: Employers' Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Legal liability to pay damages and associated legal costs in respect of death, disease or illness caused to employees Indemnity limit £10 million (inclusive of legal costs), unless otherwise shown in the Schedule. Territorial limits are UK, the Channel Islands and the Isle of Man (see also the Work Overseas Extension)	• Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee) • Health and Safety at Work etc. Act 1974 • Unsatisfied court judgments • Temporary Work Overseas for employees normally living in the UK, Channel Islands or the Isle of Man • Indemnity to principals • Indemnity to others • Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000) • Cross Liabilities	• Provisions of law, indemnity is in accordance with any law relating to compulsory insurance of legal liability to employees (but you will repay to us all sums paid which we would not have been liable to pay but for the provisions of such law)	• Bodily injury to employees (other than the driver) from being in or on any vehicle where injury results from use by you of a vehicle whilst on the road under the terms of Part VI of the Road Traffic Act 1988 • Visits or work on any offshore rig or platform

Section 7: Public Liability

<table>
<tr><th>Cover</th><th>Extensions included as standard (subject to certain limits)</th><th>Conditions</th><th>Exclusions</th></tr>
<tr>
<td>Legal liability to pay damages (and associated costs) in respect of:
• accidental, death, disease or Illness
• damage to physical property
• obstruction, trespass, nuisance or interference with air, light, water or way
• wrongful arrest, detention, imprisonment or eviction, malicious prosecution or invasion of privacy

Indemnity limit as shown in the Schedule

Territorial Limits are UK, the Channel Islands and the Isle of Man (see also the Work Overseas Extension and Overseas Personal Liability Extension)</td>
<td>• Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)
• Health and Safety at Work etc. Act 1974
• Indemnity to principals
• Indemnity to others
• Defective Premises Act 1972
• Damage to leased or rented premises
• Member to member liability
• Motor contingent liability
• Overseas personal liability
• Cross liabilities
• Work Overseas (restricted to non-manual work in countries outside the European Union)
• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000)
• Data Protection Legislation 2018</td>
<td>• Precautions for use of heat away from your premises
• Indemnity limit is costs inclusive in the USA and Canada</td>
<td>• Faulty or defective workmanship/ products supplied
• Advice, design, formula or specification
• Bodily injury to any employee
• Property belonging to you or under your control
• Ownership or use of any craft, or vehicle licensed for road use
• Products supplied
• Liquidated damages, fines or penalties
• Punitive, exemplary or aggravated damages
• Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident
• Pollution or contamination occurring in the USA and/ or Canada and/or their dependencies or trust territories
• Visits or work on any offshore rig or platform
• Asbestos</td>
</tr>
</table>

Section 8: Products Liability

<table>
<tr><th>Cover</th><th>Extensions included as standard (subject to certain limits)</th><th>Conditions</th><th>Exclusions</th></tr>
<tr>
<td>Legal liability to pay damages (and associated costs) in respect of:
• accidental, death, disease or Illness
• damage to physical property

caused by products supplied in or from the United Kingdom, the Channel Islands or the Isle of Man occurring anywhere in the world
Indemnity limit for all occurrences during any one period of insurance as shown in the Schedule</td>
<td>• Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)
• Health and Safety at Work etc. Act 1974
• Cross liabilities
• Consumer Protection and Food Safety Acts
• Indemnity to others
• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 in the aggregate and in any one period of insurance)
• Vendor's liability
• Data Protection Legislation 2018</td>
<td>• Indemnity Limit is costs inclusive in the USA & Canada</td>
<td>• Cost of repair, alteration, replacement, removal or recall of any products supplied
• Advice, design, formula or specification
• Bodily injury to any employee
• Liability caused by or arising from property in your charge or control
• Products supplied which to your knowledge are to be used in any aircraft spacecraft rocket missile or satellite
• Liquidated damages, fines or penalties
• Punitive, exemplary or aggravated damages
• Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident
• Pollution or contamination occurring in the USA or Canada
• Products supplied which to your knowledge are exported to the USA or Canada
• Asbestos
• Legal Liability under an agreement which would not have attached in the absence of such agreement</td>
</tr>
</table>

Section 9: Specified All Risks

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
Damage caused within the "Geographical Limit" as defined for each insured item as shown in the Schedule Geographical Limit as defined: • UK, the Channel Islands and the Isle of Man • Europe which means anywhere in the UK, the Channel Islands, the Isle of Man and the countries of the European Union • Worldwide which means anywhere in the world	• Damage to contents of any insured vending machines (up to £100) • Public Authorities • Other interests • Non-invalidation • Mortgagees/freeholders/ lessors • Subrogation waiver	**Clauses** • Average • Reinstatement basis of settlement • Reinstatement of sum insured following a loss **Conditions** • Intruder alarm (if such condition is operative under Section 1) • Property insured in transit • Security measures apply to transit by own vehicles • Motor vehicles must be roadworthy and in a good state of repair	• Inherent vice, deterioration, wear and tear • Faulty or defective workmanship • Bursting by steam pressure of non-domestic boilers • Corrosion, rust, wet or dry rot, dampness, dryness or vermin • Change in temperature • Fraud or dishonesty • Theft, other than theft involving forcible and violent entry to or exit from the structures at the premises • Theft of property in the open from the premises unless otherwise agreed • Theft other than from the premises between 9pm and 6am unless property is in your custody or that of any partner or director or employee or in a securely locked or occupied building • Joint leakage, failure of welds, overheating, cracking or collapse of boilers and other pressure vessels • Normal settlement or bedding down of new structures • Mechanical or electrical breakdown or derangement • Disappearance or unexplained shortage • Subsidence, heave or landslip (unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe) • Electrical or magnetic disturbance of electronic records (other than by lightning) • Weather damage to moveable property in the open or in open sided structures • Fire damage to property undergoing any heat process • Damage to property (other than by fire or explosion) resulting from any production or repair process • Damage in respect of vacant or disused buildings caused by freezing, escape of water, escape of oil, malicious persons or theft • Delay or seizure of goods by the government or other authority • Indirect loss • Damage to any part of electrical equipment caused by electrical faults within that part • Property let out on hire • Voluntary parting with title or possession, of any property if induced to do so by deception

Section 9: Specified All Risks *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
			• Any claim for which more specific insurance applies under any of Section 10, of this Policy. • Loss insured by a fidelity guarantee insurance

Section 10 | Engineering

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
• Equipment Breakdown	• Contamination by a Hazardous Substance – up to £25,000 any one accident • Computer Equipment – up to £250,000 any one Accident • Costs incurred in reinstating data – up to £25, 000 any one accident • Reasonable costs incurred to minimise or prevent interruptions to computer operations – up to £25,000 any one accident • Loss of Gross Income caused by an Accident to Covered Equipment – up to £30,000 in any one Period of Insurance • Perishable Goods – up to £15,000 for frozen and chilled foodstuffs and up to £5,000 for any other perishable good any one Accident • Expediting Expenses – up to £20,000 any one Accident • Increase in loss due to public authority, ordinance or law in force at that time • Cost of hire charges for hiring a substitute item during the period of repair – up to £5,000 any one accident • Loss caused by an accident to storage tanks or water tanks –up to £7,500 any one Accident • Reasonable costs incurred to take exceptional measures to prevent or mitigate impending damage to the Covered Equipment – up to £5,000 any one accident • Loss to property resulting from explosion of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel – up to £1,000,000 any one Accident • Removal of debris and protection of Covered Equipment: – Up to £25,000 or – 20% of amount payable for damage. Whichever is lower	• Back Up Records	• Any Production or Process Equipment • Mobile plant and equipment • Equipment manufactured by you for sale • Damage which is recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for breach of Your obligations under the agreement. • Loss resulting from the delay in resuming operations resulting from the need to reconstruct or re-input data or programs on media • A hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment. • Loss or damage of any kind caused by a Cyber Event • Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions • Solidification, biological activity or spontaneous chemical reaction, in the contents of tanks or materials being processed in the tanks • Any biomass, biogas or hydroelectric installation

Section 11: Fidelity Guarantee

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
• Theft of your money or other property by any of your employee's arising from fraud or dishonesty • Territorial Limits of United Kingdom, the Channel Islands and the Isle of Man	• Reasonable auditors fees • Reasonable costs of rewriting or amending computer software programs or security codes in order to prevent a recurrence of theft arising from use of computer hardware	• Theft must be discovered within 12 calendar months • Accounts must be examined by external auditors every 12 months • Cash receipts • Reconciliation • Cheque signing • Cash in hand and petty cash shall be checked independently of employees • Investment control • Computer security • Vetting of employees • Annual holiday • Termination of employees • Police notification • Cessation of cover • Withholding of monies	• Unexplained shortage • Loss from employees prior to inception of cover • Loss attributed to an employee who continues to deal with money after you have facts to question the honesty of the employee • Indirect loss

Section 12: Commercial Legal Expenses

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Legal expenses up to £150,000 in relation to the following: • Employment disputes, compensation awards and service occupancy (compensation awards up to £1,000,000 during any one period of insurance) Employee Civil Legal Defence • Legal defence • Property protection and bodily injury • Tax protection – Full or aspect enquiries (up to £2,000 per enquiry) – Cross Tax Enquiry – Employers compliance – VAT disputes • Statutory licence protection • Contract disputes • Debt recovery • Tenancy disputes	• Necessary and reasonable legal costs • Reasonable accountants costs • Attendance expenses	**General** You must: • Keep to the terms and conditions of this Section • Notify ARAG immediately of any changes • Take every step to keep costs and expenses as low as possible • Try to prevent anything happening that may cause a claim • ARAG can takeover any claim or legal proceeding at any time • Before you choose a lawyer or an accountant, ARAG can appoint a "Representative" • Any settlement must be made with the consent of ARAG **Compensation Awards** • In cases of performance and/or conduct, throughout the employment dispute you either must follow: – ACAS code of disciplinary – Equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or – Sought and followed advice from ARAG	**General** • Any claim reported to ARAG more than 180 days after the date you should have known about an insured incident • Any costs and expenses that are incurred before ARAG agree to pay them • Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority (other than any compensation awards as covered under Insured Incidents: Compensation Awards; Legal Defence) • Any claim relating to patents, copyrights, trademarks, registered designs etc. • Judicial review **Employment Disputes** • Any claim in respect of damages for personal injury • Any claim arising from Transfer of Undertakings Regulations (TUPE) **Compensation Awards** Any compensation awards relating to: • Trade union activities, trade union membership or non-membership • Health and safety related dismissals brought under section 44 of the Employment Rights Act 1996 **Service Occupancy** • Any claim relating to defending your legal rights (other than a counter-claim that is an Insured Incident)

Section 12 | Commercial Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Countries Covered • For Legal Defence Insured Incidents (excluding 5 Statutory Notice Appeals), and H Personal injury: The United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey. • For all other Insured Incidents: The United Kingdom, the Isle of Man, the Channel Islands Claims under this section are dealt with and managed by ARAG Legal Expenses Insurance Company		**Tax Protection** • You must take reasonable care that all tax returns are complete and correct and submitted in a timely fashion and are in direct connection with the Business **Contract Disputes** • The amount in dispute exceeds £500. If the amount in dispute exceeds £5,000, you will be responsible for the first £500 of "Legal Costs" in each and every claim • If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 • If the dispute relates to money owed to the "Insured Person", a claim under this Section is made within 90 days of the money becoming due and payable **Debt Recovery** Provided that: • The debt exceeds £500 • A claim for debt recovery is made within 90 days of the money becoming due and payable	**Legal Defence** • Any claim for prosecution of road traffic laws in connection with ownership or use of a motor vehicle **Property Protection** Any claim relating to the following: • A contract entered into by you • Physical property which is in transit or which is lent or hired out • Mining subsidence • A motor vehicle owned or used by, or hired or leased to you (other than damage to motor vehicles where your business is the selling of motor vehicles) **Bodily Injury** Any claim relating to the following: • Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident • Defending you or your family members legal rights other than a counter-claim which is an Insured Incident **Tax Protection** Any claim: • Arising from a tax avoidance scheme • Caused by your failure to register for VAT • Arising from any investigation by HM Revenue and Customs into alleged dishonesty or criminal offences **Statutory Licence Appeal** • The original application or renewal application of a statutory licence or British Standard Certificate of Registration • Any licence appeal relating to ownership, driving or use of a motor vehicle **Contract Disputes** • Any dispute arising from a breach, or alleged breach, of professional duty by an "Insured Person" • A dispute with an employee or an ex-employee • A dispute relating to an insurance policy, other than when Your insurer refuses Your claim • A lease, licence or tenancy of land or buildings (other than a dispute with a professional adviser in connection with the drafting of the lease, licence or tenancy agreement) • A loan, mortgage, pension or other financial product (other than a dispute with a professional adviser in connection with these matters)

Section 12 | Commercial Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			Debt Recovery • Any debt arising prior to policy inception if due within the first 90 days of the indemnity provided by this section • The settlement payable under an insurance policy • A lease, licence or tenancy of land or buildings • A loan, mortgage, pension or other financial product (other than a dispute with a professional adviser in connection with these matters) • A motor vehicle owned or used by, or hired or leased to you (other than where your business is the selling of motor vehicles) **Tenancy Disputes** Any claim arising from or relating to: • The negotiation, review or renewal of the lease or tenancy agreement • A dispute arising from or relating to rent or service charges

Section 13: Terrorism

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Terrorism • Damage to the property insured under this Policy and loss consequent on interruption to or interference with the Business • Non-Damage Business Interruption as insured by this Policy in England, Wales or Scotland caused by or resulting from an Act of Terrorism. • Provided that the liability of the Company shall not exceed in any one Period of Insurance: – in all the total Sum Insured; or – for any item its sum insured or any other stated limit of liability stated in the Schedule or elsewhere in the Policy, whichever is the less.		• Indemnity is subject to: – HM Treasury has certified that an event or events have been an Act of Terrorism; or – a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that any Damage was caused by an Act of Terrorism • Conditions or terms which provide for adjustments of premium based on declarations on expiry of the period of insurance will not apply to Terrorism insurance • Any long term agreement applying to this Policy shall not apply to Terrorism insurance	• Cover excludes the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987 • Riot or 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 • Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor • Damage to or the destruction of any Computer System or any alteration, modification, distortion, erasure or corruption of Data, whether Your property 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 • Cover is provided for certain losses caused by remote digital interference (cyber terrorism) but nation state cyber terrorism is excluded • Damage to any Residential Property insured in the name of a Private Individual

Section 14: Cyber

Cover

- The cost of investigating and fixing damage to your Computer System and restoring data following a Cyber Event
- The cost of finding and removing viruses from your Computer System
- The cost of hiring professional consultants to make recommendations on how to prevent Your Computer System from being infected by a Computer Virus or to prevent Hacking
- Loss of Business Income and Extra Costs to prevent or reduce the disruption to the functions carried out by Your Computer System during the Indemnity Period
- Your financial losses if you are a victim of Cyber Crime including the cost of proving that transactions are fraudulent
- If we agree, the cost of paying a ransom demand if anyone carries out or threatens a cyberattack
- Your costs if you unintentionally don't comply with your Data Privacy Obligations. Customer Support services where applicable will be provided for a maximum of 12 months
- Cyber liability – compensation payments and legal costs for Data Privacy and Computer Virus Transmission claims made against you

We'll cover you up to the limit shown in your policy Schedule for all claims made in any one period of insurance.

Conditions

- Reporting a Claim
- Claims co-operation
- Data Protection Authority
- Controlling Defence
- Data Backup – must be backed up at least every 7 days
- Defence Software – anti-virus software must be licensed to you, paid for (not freely available) and updated at least every 7 days
- Protecting Data – you must have appropriate procedures in place for disposing of and destroying hardware and hard copy files in order to protect data
- Reasonable Care. Maintain the Computer System according to the manufacturer's instructions. Take precautions to prevent damage to the Computer System
- Recoveries
- Tax

Exclusions

- The value of any data that can't be restored or recreated
- Financial loss that can be recovered from a financial institution or third party
- Financial loss that results from hacking by your Directors and Officers or Employees
- Circumstances you knew about before taking this cover
- Claims prior to the start of this Section
- Property confiscated or Damaged by, or under the order of, any government, public or police authority, other than:
  - to protect life or prevent property damage;
  - the result of a regulatory investigation into failure of your Data Privacy Obligations
- Under the Cyber Crime cover, we will not cover the fraudulent use or alleged fraudulent use of credit or debit cards
- The cost of fixing flaws in your procedures, systems or security
- Deliberate act of your utility company except where necessary to protect life or prevent Damage to property
- Failing to keep your obligations to Your Employees or Directors and Officers after not meeting Your Data Privacy Obligations
- The failure or interruption of any electrical power supply network or telecommunication network not owned and operated by You
- Loss of business income during the Time Excess period in your policy Schedule
- Any mistakes in financial statements or representations concerning the Business
- Penalties You must pay under a contract for any delay or in connection with guarantees of performance or efficiency
- Any intentional act, or failure to act, by You or Your Directors and Officers, unless the act or failure to act is a measure to prevent or minimise injury or Damage
- Any actual or alleged breach of any taxation, restraint of trade, competition or anti-trust law or regulation
- The cost of normal Computer System maintenance
- Goods, products or software You have sold, supplied, manufactured, constructed, installed, maintained, repaired, altered or treated
- Any inadequate or incorrect Professional advice or services You have provided
- Sanction, prohibition or restriction exposure
- Atmospheric or environmental conditions causing temporary interference with any satellite signal
- Losses due to:
  - a wear and tear, gradual deterioration or rust;
  - b scratching or chipping of painted or polished surfaces;
  - c erosion or corrosion; or
  - d gradual reduction in performance
- Losses caused by or arising from Your insolvency or bankruptcy
- Damage or liability attributable to nuclear materials or in respect of a Computer System at nuclear sites or installations
- Damage attributable to any nuclear weapon or nuclear device
- Acts of Terrorism (other than in respect of Computer Virus, Denial of Service Attack or Hacking where cover is provided for Cyber Crime, Data Breach Expense or Cyber Liability)
- Loss of any description connected with War, or a Cyber Operation or Cyber Action by a sovereign state (subject to it being proven that the Cyber Operation or Cyber Action is attributable to a sovereign state)

General Conditions

• Fair Presentation of the Risk • Reasonable Precautions • Change of Risk or Interest	• Security protections • Cancellation • Instalments	• Choice of Law • Contracts (Rights of Third Parties) Act 1999	• Automated Teller Machine • Sanctions, Prohibitions or Restrictions

Claims Conditions

• Action by You • Our Right	• Fraudulent Claims • Conditions Precedent	• Subrogation • Other Insurances	• Arbitration

General Exclusions

• War, Government Action and Terrorism (other than as provided under Section 13: Terrorism where insured). This General Exclusion does not apply to Section 14: Cyber, which has its own more specific exclusions.	• Radioactive Contamination • Pollution or Contamination	• Date Recognition • Marine Policies • Infectious or Contagious Disease	• Cyber (other than as provided under Section 14: Cyber where insured)

Further Information

Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

Telephone helpline services for:

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc. (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of NIG). Where specialist advice is needed, this is available 9am to 5pm, Monday to Friday, excluding public and bank holidays.
- Business Emergency Assistance Helpline – rapid response from reputable local contractors to deal with any sort of emergency on your premises, including burst pipes, drainage problems, gas, electricity failures and serious roof damage (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of NIG). You must pay any call-out or repair charges.
- Health and Medical Assistance Helpline giving assistance concerning nutrition, sports injuries, giving up smoking, exercise, complementary health and changing doctors. Health and medical information is provided by a medically qualified person 9am–5pm, Monday to Friday, excluding public and bank holidays (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of NIG).
- Counselling – A confidential counselling service over the phone for any employee and their immediate family aged 18 or over (extends to include 16 or 17 year olds if they are in full-time employment), including referral to relevant voluntary or professional services. All costs of the referral services provided will not be paid by ARAG (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of NIG).
- Emergency Glazing and Security Assistance Helpline – rapid call outs for any glazing or door and window security problems (provided by Our approved supplier panel).

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with the General Condition 4 – Cancellation.

Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made in accordance with the General Condition 4 – Cancellation.

How to make a claim

You can tell Us about Your claim by visiting our website. You can do this at any time by scanning the QR code on the left hand side or by visiting

nig.com/claims.

Alternatively, you can contact Your insurance advisor for a claim form.

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address

RSA Customer Relations Team,
PO Box 255, Wymondham, NR18 8DP.

Email: **rsacustomerrelations@uk.rsagroup.com.**

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at **www.nig.com/contact-us/complaints**.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**

Their website also has a great deal of useful information: **www.financial-ombudsman.org.uk.** For complaints relating to Section 12: Commercial Legal Expenses, of this Policy, please refer to the "How to make a complaint" entry in that Section.

Details about our Regulator

NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number **202323**. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at **www.fca.org.uk**, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at **www.bankofengland.co.uk/pra**, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Further Information

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at **www.fscs.org.uk**.

Data Protection

At NIG we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from **www.rsainsurance.co.uk/privacy-policy/**. This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law. This includes details of who to contact should you have any concerns about the way in which NIG are using your personal information.

Whoever you are contacting, please always quote your Policy number as it will help your enquiry or complaint to be dealt with promptly.

Please be aware that telephone calls may be recorded for training and monitoring purposes.

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