# COMMERCIAL COMBINED PRODUCT SUMMARY





KEEP YOUR BUSINESS RUNNING LIKE CLOCKWORK

# **Commercial Combined Insurance Policy**

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

The Commercial Combined policy is underwritten by Royal and 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 Document.

### Fair Presentation of Risk:

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

Available on a specific "Perils" basis with the option to include "Accidental Damage" for the following items where stated as operative in the Schedule:

- Buildings
- Tenants' improvements
- Rent
- Plant, machinery, trade fixtures (and all other contents)
- Portable Hand Tools
- Stock in Trade
- Stock in Trade in the Open
- Cigarettes & Tobacco (Stock)
- Non-Ferrous Metals (Stock)
- Wines & Spirits (Stock)
- Other specified property

Subsidence, ground heave and landslip is available as an option in most areas.

# Extensions included as standard (subject to certain limits)

- Professional fees
- Public Authorities and Loss Prevention Council
- Theft damage to buildings
- Damage to Glass Framework
- Damage to underground services
- · Clearing of drains
- Loss of oil and metered water (up to £25,000)
- Other interests
- Non-Invalidation
- Contracting purchaser's interest
- Mortgagees/freeholders/lessors
- · Subrogation waiver

### **Clauses and Conditions**

### Clauses

- Designation
- Reinstatement basis of settlement
- Day One (Non-Adjustable)
- Stock Declaration Basis

   (applicable if shown as operative in the Schedule available on either a Monthly or a Quarterly declaration basis)
- Stock Maximum Value Basis (applicable if shown as operative in the Schedule)
- Workmen
- Reinstatement of sum insured following a loss
- Average
- Sums insured subject to indexlinking – unless insured on a Day 1, Stock Declaration or Stock Maximum Value basis
- Seventy Two Hours Provision

- Bursting by steam pressure of non-domestic boilers
- Cessation of work or government action
- Change in the water table level
- Storm, tempest or 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 or 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

### Section 1: Material Damage continued

### Cover

# Extensions included as standard (subject to certain limits)

- Capital additions (up to 10% of total sum insured on buildings, tenants' improvements and plant, machinery, trade fixtures (and all other contents) or in the aggregate £1,000,000, whichever is less)
- Cost of debris removal/ re-erection
- Temporary removal of contents (excluding stock in trade) for cleaning, renovation, repair or similar purposes (up to 15% of the relevant sum insured)
- Temporary removal of contents including stock in trade between premises (up to 15% of the relevant sum insured or £50,000 in the aggregate, whichever is less)
- Property at exhibitions not exceeding a 7 day duration
  - anywhere in the UK, Channel Islands or Isle of Man (up to £50,000)
- any country in the European Economic Area (up to £25,000)

up to £50,000 in the aggregate in any one Period of Insurance

- Fire brigade and rescue services damage to grounds (up to £25,000 in the aggregate)
- Replacement of locks following theft of keys (up to £25,000 in the aggregate)
- Contract Price
- Trace and access (up to £25,000)
- Fire extinguishment and security equipment expenses (up to £25,000)
- Loss of rent (up to 15% of the sum insured on Buildings payable for up to 36 months)
- Removal of Japanese Knotweed from the premises (up to £10,000 in the aggregate in any one Period of Insurance)
- Unauthorised use of gas, water and electricity (up to £25,000)
- Inadvertent omission to insure (up to £1,000,000 in the aggregate in any one Period of Insurance)
- Cost of fuel spillage clean-up (up to £25,000)
- Further investigation costs incurred in ascertaining whether damage extends to other portions of the building or other buildings in the vicinity and for which the Insured is responsible (up to £5,000 in the aggregate in any one Period of Insurance)
- Loss minimisation and prevention expenditure (up to £25,000)

### Clauses and Conditions

 Non-Ferrous Metals where shown in the Schedule is covered up to 125% of the sum insured for such item

### Conditions

- Theft protections to be put into full and effective operation outside business hours
- Minimum Standards of Protection (applicable if shown as operative in the Schedule)
- Intruder alarm (applicable if shown as operative in the Schedule)
- Subsidence NIG must be notified of any groundworks, excavation or construction work being carried out on any adjoining site
- Stock must be stored on pallets or racking at least 100mm clear of the floor
- Charging of Electrically Powered Vehicles and Lifting Equipment (including Hybrids)
- Flat or Felt Roof inspections every two years
- Unoccupancy
- Kitchens (Safety and Maintenance)

### **Exclusions**

- Damage by malicious persons to property in any structure incapable of being locked
- Property let out on hire by the Insured
- Various exclusions apply to vacant or disused premises
- Indirect loss (other than loss of rent if insured under this section)
- 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, gradual deterioration, wear and tear
- Faulty or defective workmanship
- Corrosion, rust, wet or dry rot, dampness, dryness, marring, scratching, chipping, vermin or insects
- Change in temperature
- 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

### Subsidence (if selected)

- Damage to yards, car parks, roads, swimming pools, walls or fences unless insured building is also affected
- Normal bedding down or settlement of new structures
- Settlement or movement of made-up ground
- Coastal or river erosion

### Section 1: Material Damage continued

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
	Seasonal increase of stock (other than Non-Ferrous Metals) for set periods (up to 25% of the relevant sum insured or £500,000 whichever is less) – not applicable if cover for Stock is insured on a Stock Declaration Basis or Stock Maximum Value Basis		<ul> <li>Defective design or workmanship</li> <li>Pre-existing damage</li> <li>Damage caused by demolition, construction, alterations, repairs, groundworks or excavations</li> </ul>
	Contents including stock in trade at third party storage sites		
	- anywhere in the UK, Channel Islands or Isle of Man (up to £50,000)		
	<ul> <li>any country in the European         Economic Area for fire,         lightning, aircraft and         explosion only (up to         £25,000)     </li> </ul>		
	up to £50,000 in the aggregate in any one Period of Insurance		
	• Trade samples (up to £10,000/max £500 any one item)		

# Section 2: Business Interruption

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- Loss of gross profit or gross revenue or gross rentals 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 "Boiler Explosion" which is separately defined under this section or unless you have requested otherwise

# Extensions included as standard (subject to certain limits)

- Additional Increased Cost of Working as an extension to gross profit or gross revenue (up to £50,000)
- Unspecified suppliers
  - UK, Channel Islands or Isle of Man (up to £100,000)
  - Any country in the European Economic Area for fire, lightning, aircraft and explosion (up to £50,000 in the aggregate)
- Unspecified customers
  - UK, Channel Islands or Isle of Man (up to £100,000)
  - Any country in the European Economic Area for fire, lightning, aircraft and explosion (up to £50,000 in the aggregate)
- Specified Suppliers if stated in the Schedule
- Specified Customers if stated in the Schedule
- · Storage sites in
  - the UK, Channel Islands or Isle of Man (up to £100,000)
  - any country within the European Economic Area for fire, lightning, aircraft and explosion (up to £25,000 in the aggregate)
- Property in transit (up to £100,000)
- Contract sites (up to £100,000)

### Clauses

- Departmental
- Payments on account
- Accumulated stocks
- Renewal clause (applicable to estimated gross profit or estimated gross revenue or estimated gross rentals)
- Standing charges (applicable to estimated gross profit)
- Declarations required of gross profit, gross revenue or gross rentals as applicable to enable premium adjustment
- Monthly records of outstanding debit balances be kept at a place other than your premises
- Reinstatement of sum insured following a loss
- Alternative trading
- Value Added Tax

- Deliberate loss or corruption of electronically stored information
- Accidental loss or corruption of electronically stored information caused otherwise than by fire and certain other perils

# Section 2: Business Interruption continued

Cover	Extensions included as standard (subject to certain limits) Clauses	Exclusions
	Premises of public utilities – gas, electricity, water and telecommunications (up to £100,000)	
	Denial of Access – Damage to property within one mile of the Premises (up to the full sum insured)	
	<ul> <li>Property at Exhibitions</li> <li>UK, Channel Islands or Isle of Man (up to £50,000 in the aggregate)</li> </ul>	
	<ul> <li>any country within the         European Economic Area for         fire, lightning, aircraft and         explosion (up to £25,000 in         the aggregate)</li> </ul>	
	<ul> <li>UK National Lotteries</li> <li>Public emergency within one mile of your Premises (up to £50,000 in the aggregate and in any one Period of Insurance)</li> </ul>	
	Closure from	
	discovery of vermin or pests	
	- defects in drains or sanitary arrangements	
	at the premises (up to £50,000 in the aggregate)	
	Loss from interruption/ interference with the "Business" at the premises	
	from specified human     infectious disease	
	as a result of murder or suicide	
	- from food or drink poisoning (up to £50,000 in the aggregate	
	in any one Period of Insurance)  Bomb scares (up to £50,000)	
	<ul> <li>Accidental failure of public supply         <ul> <li>gas, electricity, water and</li> <li>telecommunications (up to</li> <li>£25,000 in the aggregate and in any one Period of Insurance)</li> </ul> </li> </ul>	
	<ul> <li>Essential personnel (up to £25,000 in the aggregate and in any one Period of Insurance)</li> </ul>	
	<ul> <li>Exhibition expenses (up to £25,000 in the aggregate and in any one Period of Insurance)</li> </ul>	
	Increased limits for any of the above Extensions can be considered on request. Any increases will be shown in the Schedule.	

### Section 3: Goods in Transit

### Cover

Property whilst in transit in the UK, the Channel Islands, the Isle of Man and Republic of Ireland by road, rail or air freight

### Method of Conveyance

- A Vehicles owned or operated, by you (including by such vehicles involving sea or air transits, between the territories as above)
- B Carriers other than yourself by means of road, rail or air freight

# Extensions included as standard (subject to certain limits)

- 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

### Clauses and Conditions

### Clauses

- 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

### **Exclusions**

- 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
- tools used in connection with the Business other than stock in trade
- Indirect loss

### Section 4: Terrorism

# Cover

### **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.

# Extensions included as standard (subject to certain limits)

### Conditions

- Indemnity is subject to:
  - HM Treasury certifying that an event or events have been an Act of Terrorism
  - a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury determining 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 applies in England, Wales and Scotland only. It will not extend to include 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

# Section 4: Terrorism continued

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
			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 5: Business Money & Personal Accident (Assault) Sub-Section 1: Business Money

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Business 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 In automated teller machines (ATMs) at the premises which are your responsibility to fill	<ul> <li>Damage to safes, strong rooms, franking machines, ATMs and carrying cases</li> <li>Damage to clothing and personal effects (up to £1,000 per person)</li> <li>Unauthorized use of company credit cards (up to £500 during each Period of Insurance)</li> </ul>	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 Cash tills to have their drawers left open with all contents removed elsewhere after business hours Accompaniment requirements for money in transit Theft protections to be put into full and effective operation outside business hours Minimum Standards of Protection (if such condition is operative under Section 1) Intruder alarm (if such condition is operative under Section 1) ATM requirements Reasonable care to be taken in selection and supervision of employees	<ul> <li>Fraud or dishonesty of any partner, director or employee not discovered within 14 days</li> <li>Loss insured by a fidelity guarantee insurance</li> <li>Loss from unattended vehicles</li> <li>Any form of payment that is counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable</li> <li>Loss occurring outside the UK, the Channel Islands, the Isle of Man or the Republic of Ireland</li> <li>Errors, omissions or any kind of indirect loss</li> </ul>

# Sub-Section 2: 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 sight Loss of limbs Loss of hearing Loss of speech Permanent total disablement Temporary total disablement	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)  Medical expenses (up to £1,000 any one person any one claim)	In the event of death of an Insured Person, we shall be entitled to have a post-mortem examination undertaken In the event of a disablement, the Insured Person must immediately place themselves under the care of a qualified medical practitioner and submit to medical examinations as often as may be required All information/evidence required shall be furnished at your expense	

# Section 6: Employers' Liability

### Cover

Indemnity limit £10 million (inclusive of legal costs), unless otherwise shown in the Schedule.

Territorial limits are the UK, the Channel Islands and the Isle of Man (see also the Work Overseas Extension)

Work Overseas: The indemnity provided under this Section is extended to apply in respect of legal liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits in connection with the Business provided that such Employee is ordinarily resident within the Territorial Limits.

# Extensions included as standard (subject to certain limits)

- Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)
- Cross liabilities
- Health and Safety at Work etc. Act 1974
- Unsatisfied court judgements
- 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 in the aggregate and in any one Period of Insurance)

### Clauses and Conditions

- Provisions of law, indemnity is in accordance with any law relating to compulsory insurance of legal liability to employees (but you shall repay to us all sums paid which we would not have been liable to pay but for the provisions of such law)
- "Certificate of Employers' Liability Insurance"
- Contractual Liability

### **Exclusions**

- 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

### Cover

Indemnity limit as shown in the Schedule

Territorial Limits are the United Kingdom, the Channel Islands and the Isle of Man

# Extensions included as standard (subject to certain limits)

- 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
- Member to Member Liability
- Indemnity to Principals
- Indemnity to Others
- Damage to leased or rented premises
- Defective Premises Act 1972
- Overseas Personal Liability
- Claims under Data Protection Legislation (up to £500,000 any one Period of Insurance)
- Temporary work overseas (restricted to non-manual work in countries outside the European Union)
- Motor contingent liability
- Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 in the aggregate and in any one Period of Insurance)
- Financial Loss (up to £250,000 any one Period of Insurance)
- Environmental statutory clean-up costs (up to £250,000 in the aggregate and in any one Period of Insurance)
- Legionellosis (up to £100,000 any one Period of Insurance)
- Libel or slander (up to £100,000 any one Period of Insurance)
- Indemnity to plant owners (work at contract sites)

### Conditions

- Precautions for use of heat away from your premises
- Indemnity limit is costs inclusive in the USA and Canada
- Underground Services
- Contractual Liability

- Faulty or defective workmanship/products supplied
- Advice, design, formula or specification
- · Bodily injury to any employee
- Property belonging to you or under your control
- Damage caused where You are required to effect cover under clause 6.5.1 of the JCT Standard Form of Building Contract or equivalent
- 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

# Section 7: Public Liability continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	Housing Grants, Construction and Regeneration Act 1996 (work at contract sites)		

# Section 8: Products Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Indemnity Limit as shown in the Schedule Occurrences  accidental Bodily Injury to any person; or  Damage to Property, occurring anywhere in the world during the Period of Insurance and caused by any Products Supplied in or from the United Kingdom, the Channel Islands or the Isle of Man.	<ul> <li>Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)</li> <li>Health and Safety at Work etc. Act 1974</li> <li>Consumer Protection and Food Safety Acts</li> <li>Cross liabilities</li> <li>Indemnity to others</li> <li>Claims under Data Protection Legislation (up to £500,000 any one Period of Insurance)</li> <li>Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 in the aggregate and in any one Period of Insurance)</li> <li>Vendor's liability</li> <li>Financial loss (up to £250,000 any one Period of Insurance)</li> <li>Environmental statutory pollution clean-up costs (up to £250,000 in the aggregate and in any one Period of Insurance)</li> <li>Legionellosis (up to £100,000 any one Period of Insurance)</li> <li>Libel or slander (up to £100,000 any one Period of Insurance)</li> </ul>	Indemnity Limit is costs inclusive in the USA and Canada	<ul> <li>Cost of repair, alteration, replacement, removal or recall of any products supplied</li> <li>Advice, design, formula or specification</li> <li>Bodily injury to any employee</li> <li>Liability caused by or arising from property in your charge or control</li> <li>Products supplied which to your knowledge are used as a critical part in connection with flying or navigation of any aircraft, spacecraft, rocket, missile or satellite</li> <li>Liquidated damages, fines or penalties</li> <li>Punitive, exemplary or aggravated damages</li> <li>Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident</li> <li>Pollution or contamination occurring in the USA or Canada</li> <li>Products supplied which to your knowledge are exported to the USA or Canada</li> <li>Asbestos</li> <li>Liability assumed under contract or agreement</li> </ul>

# Section 9: Glass Breakage

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
Breakage of fixed glass and sanitary ware Damage to Signs Extension (if shown as operative in the Schedule) Special Glass (i.e. toughened glass, stained glass, any glass which is curved, laminated, handmade, patterned, Profilit, mitre bevelled, drilled and clipped, cement bonded or sandblasted, or embossed with lettering or design) can be included as an option	Damage to frames or framework     Cost of necessary removal or replacement of fixtures and fittings     Cost of replacing alarm foil, lettering, painting etc. on glass following breakage     Accidental damage to goods in display windows     Reasonable boarding up costs		Fire, lightning, explosion or storm     Vacant or disused premises     Installation or removal     Glass or sanitary ware which was broken or cracked before the policy incepted     Glass in signs and light fittings other than that covered under the Damage to Signs Extension (where operative)     Greenhouses and conservatories unless otherwise agreed     Indirect loss     Exclusions applicable to the Damage to Signs Extension     Repair, removal, erection, wear and tear and deterioration     Mechanical or electrical defect     Damage to tubes unless the glass is fractured

### Section 10: Specified All Risks

### Cover

Damage caused within the "Geographical Limit" as defined for each insured item as shown in the Schedule

Geographical Limit as defined:

- A The Premises
- B the UK, the Channel Islands and the Isle of Man
- C Europe which means as B and including the countries of the European Union
- D Worldwide

### Extensions included as standard (subject to certain limits)

- · Damage to contents of any insured vending machines (up to £100)
- Public Authorities
- Other interests
- Non-invalidation
- · Mortgagees/freeholders/lessors
- Subrogation waiver

### Clauses and Conditions

### Clauses

- Average
- Reinstatement basis of settlement
- Reinstatement of sum insured following a loss

### Conditions

- Theft protections
- . Minimum Standards of Protection (if such condition is operative under Section 1)
- 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

- · 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 unless involving forcible and violent entry to or exit from the structures at your premises
- Theft of property in the open unless otherwise agreed
- Theft or attempted theft from an unattended vehicle unless secured
- Theft other than from your 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
- Cracking or collapse of boilers and other pressure vessels
- Mechanical or electrical breakdown or derangement
- Disappearance or unexplained shortage
- Subsidence, heave or landslip (unless resulting from fire, explosion or earthquake or from the escape of water or oil, from any tank, apparatus or pipe)
- Electrical or magnetic disturbance of electronic records (other than by lightning)
- Damage caused by or arising from normal settlement or bedding down of new structures
- Weather damage to moveable property in the open or in opensided 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 to property contained in any building which is vacant or disused caused by freezing, escape of water from any tank, apparatus or pipe, escape of oil from any fixed oil-fired heating installation, malicious persons, vandals or theft
- · Damage occasioned by 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 by you on hire
- · Loss by deception
- · Loss by Fidelity Guarantee
- Loss more specifically covered under Deterioration of Stock, Engineering Damage to Machinery and Plant, Engineering Business Interruption, Computer and Cyber and Contractors All

### Section 11: Deterioration of Stock

### Cover

Damage to stock caused by an accidental deterioration:

- stored in any Temperature Controlled Chamber at the insured Premises
- stored in any temporary replacement Temperature Controlled Chamber at the Premises for up to 14 days
- at the Premises and would have been placed in the Temperature Controlled Chamber if the Damage to the chamber had not occurred

# Extensions included as standard (subject to certain limits)

- Cleaning and Disinfection (up to £25,000)
- Disposal of Property Insured costs of disposing of damaged stock (up to £25,000)
- Loss Prevention Measures (up to £25,000)

### Clauses and Conditions

### Clauses

- · Reinstatement of Losses
- Average

### Conditions

- Claims settlement minor repairs may be made without affecting liability subject to compliance with policy Claims Condition 2 Action by the Insured
- Discovering a Defect defects must be investigated and corrected as soon as possible after discovery

### **Exclusions**

- Damage to cold chamber itself
- Specific perils
- Deliberate act or failure, of a utility supplier, grid operator or telecommunications operator
- Intentional acts
- Indirect losses
- Any Damage or loss, of any kind, caused by a Cyber Event (as defined in the policy)

# Section 12a: Engineering Damage to Plant and Machinery

### Cover

Damage to the "Property Insured" at the Premises caused by:

- Explosion
- Collapse
- Breakdown (including Electronic Derangement of computer equipment or electronic circuitry controlling or operating the Property Insured)
- Fragmentation

up to the Indemnity Limit stated in the Schedule

When more than one option is available the Schedule will state which options apply

# Extensions included as standard (subject to certain limits)

- Automatic cover newly acquired items
- Temporary Removal for repair, service, overhaul or maintenance, to anywhere in the UK, Channel Islands, Isle of Man, EU or European Free Trade Area
- Machinery Movement within the Premises (up to £50,000)
- Damage to own surrounding property – pressure explosion (up to £1,000,000)
- Hired-in plant (up to £50,000)
- Cost of substitute equipment (up to £25,000)
- Hazardous substances (up to £100,000)
- EEI (environmental and efficiency improvements) (up to 25% of the replacement cost of the damaged property or 25% of the Indemnity Limit stated in the Schedule, whichever is the less)
- Emergency services (up to £10,000)
- Debris Removal, Dismantling and Demolition costs (up to £50,000)
- Loss Prevention Measures (up to £25,000)
- Temporary and Fast-Tracked Repair (up to £50,000)
- Repair Costs Investigation (up to £50,000)
- Reinstatement of Data following damage to computer equipment which controls or operates an item of "Property Insured" (up to £100,000)

### **Clauses and Conditions**

### Clauses

 Reinstatement Basis of settlement

### Conditions

- Claims Settlement:
  - Minor repairs may be made without affecting liability subject to compliance with policy Claims Condition 2 Action by the Insured
  - Excluding VAT
- Discovering a Defect defects must be investigated and corrected as soon as possible after discovery

### **Exclusions**

- Specific perils
- Wear, tear, deterioration or other gradually operating cause
- Damage to the "Property Insured" during installation, erection, dismantling, transportation or removal other than as provided for by the Extensions
- Indirect loss
- Damage to
  - tyres
  - parts requiring periodic renewal

unless forming part of other insured damage

- Intentional acts
- Application of tools
- Airborne and waterborne craft
- Damage recoverable under any maintenance agreement or any warranty or guarantee
- Damage caused by solidification unless resulting from damage to the "Property Insured"
- The cost of service or maintenance of "Property Insured"
- Costs of service or maintenance of "Property Insured"
- Any cost of improving or overhauling Property Insured
- Damage discovered during checks or inventories
- Any Damage or loss, of any kind, caused by a Cyber Event (as defined in the policy) or any malfunction resulting therefrom

# Section 12b: Engineering Inspection

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Statutory or non-statutory inspection of specified items of machinery and plant at the Premises carried out by HSB Engineering Insurance Services Limited		Clauses  Provision of Inspection Services  HSB's Standard of Care  Limits of the Inspection Services  Limits of HSB's Legal Responsibility  Fees, Additional Charges and Taxes  Conditions  Anti-bribery  Confidentiality  Contracts (Rights of Third Parties) Act 1999  Enforcing Terms  Force Majeure	Exclusions
		<ul> <li>Health &amp; Safety at Work Act 1974</li> <li>HSB's Right to Subcontract</li> <li>Previous Agreements</li> <li>The Transfer of Undertakings (Protection of Employment) Regulations</li> <li>Waiver of Rights</li> <li>Your Rights to Cancel</li> <li>The Company's Rights to Cancel</li> <li>Access to the Plant</li> <li>Control of the Plant</li> </ul>	
		You must provide all information relating to the Plant to be inspected Plant must be properly prepared for the carrying out of the inspection You must provide for the safety of the person or persons undertaking the inspection Choice of Law	

# Section 13: Engineering Business Interruption

# Revenue" resulting from the interruption or interference with the business from: • Damage to the Property Insured under Section 12a of this Policy by Explosion (other than explosion of boilers or economisers on the Premises), Collapse or Breakdown (as defined in Section 12a) provided that payment shall have been made or liability admitted for such Damage, under Section 12a of this Policy;

Loss of "Gross Profit" or "Gross

Cover

# Extensions included as standard (subject to certain limits)

- Professional Accountants' Fees
- Subrogation Waiver
- Claims Preparation Costs (up to £75,000)
- Anchor Location (up to £50,000)
- Public Relations Costs (up to £25,000)
- Brands and Labels (up to £50,000)

### Clauses and Conditions

### Clauses

- Accumulated stocks
- Payments on Account
- Departmental trading
- Option to convert the basis of settlement from turnover to output (Estimated Gross Profit cover only)
- Uneconomical Repairs
- Alternative premises
- Estimate of Gross Profit or Gross Revenue
- Adjustment Clause (Gross Profit)
- Adjustment Clause (Gross Revenue)
- Value Added Tax

### **Exclusions**

Loss resulting from interruption or interference due to:

- Wear, tear, deterioration or other gradually operating cause
- the deliberate act or failure of utility services supplier
- Intentional acts
- Insolvency or bankruptcy of your business
- A Cyber Event (as defined in Section 12a of the policy)

Loss (or any measures to eliminate or reduce such loss) resulting from:

- cancellation or suspension of any lease, contract, licence or order
- penalties
- inefficiency or delay

# Section 13: Engineering Business Interruption continued

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Failure or fluctuation, of:     the public electricity, gas or water supply, at the terminal point of the supplier's feed to the Premises; or     telecommunications at the Premises, occurring during the Period of Insurance.		Conditions Claims settlement – excluding any loss occurring during any "Time Exclusion" or (in respect of failure of public utilities and/or telecommunications) the "Franchise" period shown in the Schedule Damage under Section 12a must not fall below the Excess or be recoverable under any maintenance agreement, warranty or guarantee More than one Insured	

# Section 14: Computer and Cyber Sub-Section 1 – Cyber Crime

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul> <li>Financial loss as a result of fraudulent input or change of data in your computer system which results in money being taken from your accounts, credit being established in your name or goods, services, property or financial benefit being transferred.</li> <li>The cost of responding, and (with our written agreement) the payment of a ransom demand, if you are the victim of extortion such as a threat of damage to your computer system by virus or hacking or disclosing your data.</li> </ul>			Financial loss resulting from actual or alleged fraudulent use of a credit card or debit card     Financial loss resulting from a fraudulent application for credit or the provision of false details in applying for credit or opening an account with you     Hacking by your directors, officers or employees

# Sub-Section 2 - Cyber Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Damages and defence costs arising from a claim first made against you during the Period of Insurance and during the course of your business, as a result of:  • you or your service provider failing to secure data;  • you unintentionally transmitting a virus; or  • the content of your website, emails, or anything else distributed by your computer system damaging the reputation of others.	<ul> <li>Compensation for court attendance connected to a claim (up to £100 per day for directors and officers and £50 for each employee).</li> <li>Administrative and contractual fines and penalties up to £25,000.</li> <li>Cost to withdraw or remove data from the internet to avoid or reduce a claim against you up to £10,000.</li> </ul>	Protecting Data – you must have appropriate procedures in place for disposing of and destroying hardware and hard copy files in order to protect data	Fines or penalties which are not insurable by law (for example, the majority of regulatory fines). Some administrative or contractual penalties are insurable (for example, Payment Card Industry fines are covered by this section of the policy)     Infringement of patents, liabilities associated with products produced or goods, services or advice provided by you     Your failure to keep to any obligations to employees, directors or officers after your data privacy obligations have not been met

# Section 14: Computer and Cyber continued Sub-Section 2 - Cyber Liability continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			Any mistakes in financial reporting of the business     Any cost resulting from action brought against you by any associated companies or other parties insured by your policy

# Sub-Section 3 – Data-Breach Expense

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
If you discover during the Period of Insurance that you have failed to keep to your data privacy obligations during the course of your business which results or may result in a data-breach, we will pay the cost of:  • investigating, notifying and keeping your customers informed;  • legal advice;  • public relations and crisis management expertise;  • identity theft assistance for your customers or others who have been or may be affected.	Cost for a professional consultant to carry out a security audit following a failure to keep to your data privacy obligations to advise you on how to make improvements (up to £10,000)	Protecting Data – you must have appropriate procedures in place for disposing of and destroying hardware and hard copy files in order to protect data	The cost of restoring and recreating data     The cost of correcting any failings in procedures, systems or security

# Sub-Section 4 – Cyber Event – Loss of Business Income

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Loss of income following a cyber event or prevention of access.  A cyber event is defined as:  loss, corruption, accidental or malicious deletion of or change to, unauthorised access to, or theft of data;  damage to websites, intranet or extranet sites;  damage or disruption caused by computer virus, hacking or denial of service attack; or  failure of or variation in the supply of electricity or telecommunications networks owned and operated by you, affecting your computer system, the computer system of a service provider or customer of yours	• Accountants fees (up to £50,000)		loss of business income caused by or resulting from the failure or interruption of any power supply network or telecommunications network not owned and operated by you, unless caused by or resulting from physical damage to the network or other property     Loss of business income or any other cost arising during the "Time Excess" stated in your Schedule

# Section 14: Computer and Cyber continued Sub-Section 5 - Hardware

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Loss, damage, theft, cyber events and breakdown to your hardware at your premises including:  • hardware while it is temporarily removed from the insured premises provided it is in the UK, Channel Islands or Isle of Man  • electronic office equipment Cover can also be provided for portable hardware anywhere in the world if shown as operative in the schedule	<ul> <li>Extra hardware (up to £500,000)</li> <li>Extra hire or lease cost (up to £25,000)</li> <li>Fire brigade charges (up to £50,000)</li> <li>Gas-flooding systems (up to £100,000)</li> <li>Incompatibility of replacement parts or software (up to £100,000)</li> <li>Recovery of hardware (up to £10,000)</li> <li>Security guard costs (up to £25,000)</li> <li>Temporary removal (up to £100,000)</li> <li>Trace and access (up to £25,000)</li> <li>Waste-disposal costs (up to £100,000)</li> </ul>	Minimum Standards of Protection (if such condition is operative under Section 1)     Intruder alarm (if such condition is operative under Section 1)	Any damage covered by any manufacturer's or supplier's guarantee or warranty or any maintenance contract     Any unexplained losses/inventory shortages

# Sub-Section 6 – Data Corruption and Extra Cost

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
We will pay for your computer systems and data to be restored to the position that they were in prior to an incident, and meet the extra cost to prevent or reduce the computer system disruptions as a result of a cyber event, damage to hardware or prevention of access Cover also applies to computer systems of service providers who can be located anywhere in the world	<ul> <li>Accountant fees (up to £50,000)</li> <li>Loss of interest (up to £10,000)</li> </ul>		The cost of data-breach expenses insurable under Subsection 3 – Data-breach Expense Any cost or loss caused by or resulting from the failure or interruption of any power supply network or telecommunications network not owned and operated by you, unless caused by or resulting from physical damage to the network or other property.

# Applicable to all Sub-Sections of Section 14: Computer and Cyber

Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<ul> <li>Costs involved in avoiding corruption (up to £50,000)</li> <li>Investigation costs (up to £50,000)</li> <li>Loss prevention measures (up to £50,000)</li> <li>Temporary and fast-tracked repair costs (up to £100,000 or 50% of the cost of damage, whichever is lesser)</li> <li>Subrogation Waiver</li> </ul>	Clauses  72 hours Clause (applicable to Sub-Section 5)  Losses resulting from or caused by weapons of war  Only one excess will apply in the event of a claim under more than one sub-section of Section 14 (other than in respect of any time excess which will apply separately)  Payments on Account (applicable to Sub-Section 4 – Cyber Event – Loss of Business Income)  Value Added Tax (applicable to Sub-Sections 4 – Cyber Event – Loss of Business Income and 6 – Data Corruption and Extra Cost)	Losses which occurred prior to inception of cover     Confiscation or damage by any government or other authority     Extortion, blackmail or ransom payments other than that provided under Sub-Section 1 – Cyber Crime     Fines and penalties other than those specifically covered by the Administrative and Contractual Fines and Penalties extension of Sub-Section 2 – Cyber Liability     Indirect loss     Intentional acts     Cost of normal computer system maintenance     Atmospheric or environmental interference of any satellite signal

# Applicable to all Sub-Sections of Section 14: Computer and Cyber continued

### Extensions included as standard (subject to Clauses and Conditions **Exclusions** certain limits) Conditions · Your decision to cease trading or the decision of a service provider, customer or supplier to • Care and maintenance of hardware stop, reduce trade or restrict services • £250,000 Cyber Attack Limit Damage due to wear and tear, gradual • Data backup requirement - data must be deterioration, erosion, corrosion, gradual backed up at least every 7 days reduction in performance, rust, scratching • Anti-virus software requirement · Enforcement of your rights against third party • Damage caused by any nuclear weapon · Controlling the investigation, settlement or or device defence of any claim made against you Losses caused by or arising from insolvency • Other Insurances - we will only pay our share or bankruptcy of the claim even if the other insurer refuses to · Acts of terrorism (other than in respect of pay the claim Computer Virus, Denial of Service Attack • Salvage and recoveries or Hacking under Sub-Sections 1 - Cyber • General Conditions, Claims Conditions or Crime, 2 - Cyber Liability and 3 -Data Breach Expenses, where insured) General Exclusions – where there is any conflict with other parts of the policy, those in this Section shall take precedence

### Section 15: Loss of Licence

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Loss of an excisable liquors licence from causes beyond your control causing:  • Loss of income  • Reasonable additional expenses incurred in maintaining the Gross Income during the indemnity period  • Reduction in the value of the premises	<ul> <li>All costs and expenses with our written consent</li> <li>Reasonable auditors or accountant charges</li> </ul>	Clauses Value added tax Alternative trading  Conditions Change of circumstances must be notified Transfer of licence Forfeiture or refused renewal	Any loss where you are entitled to compensation under legislation If alteration permission not granted (shall not apply if you can prove that the matter was beyond your power and/or control) Closure not required by law Premises not maintained Direction of authorities not complied with Loss of licence due to your acts or omissions (shall not apply if you can prove that the matter was beyond your power and/or control) Compulsory purchase

# Section 16: Fidelity Guarantee

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Theft of your money or other property by any of your employees arising from fraud or dishonesty which occurs in the United Kingdom, the Channel Islands or 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 17: Legal Expenses

### Cover

### **Territorial Limits**

- For Insured Incidents 2 Legal Defence (excluding 2(e)
   Statutory Notice Appeals), and 6(b) Personal Injury: The United Kingdom, the Channel Islands, the Isle of Man, the European Union, 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 Channel Islands and the Isle of Man.

Legal expenses up to £150,000 in relation to the following:

- Employment disputes, compensation awards, employee civil legal defence and service occupancy (compensation awards up to £1,000,000 in the aggregate during any one Period of Insurance)
- · Legal defence
  - Criminal pre-proceedings
  - Criminal prosecution defence
  - Data protection
  - Wrongful arrest
  - Statutory notice appeals
  - Jury service and court attendance
- Statutory Licence Appeal
- Contract Disputes
- Tenancy Disputes
- Property protection and personal injury
- Debt recovery
- Tax protection
  - Tax enquiries
  - Employer compliance disputes
  - VAT disputes

Claims under this section are dealt with and managed by DAS Legal Expenses Insurance Company Limited on behalf of NIG

# Extensions included as standard (subject to certain limits)

- Necessary and reasonable legal costs
- Costs incurred by opponents in civil cases if ordered to pay them or if paid with the agreement of DAS

### **Conditions**

### General

- You must:
  - keep to the terms and conditions of this Section
  - take reasonable steps to avoid and prevent claims
- take reasonable steps to avoid incurring unnecessary costs
- send everything that DAS ask for in writing
- report to DAS full and factual details of the claim as soon as possible
- DAS can take over any claim or legal proceeding at any time
- Before you choose a lawyer or an accountant, DAS can appoint a "Representative"
- Any settlement must be made with the consent of DAS
- If a claim is covered under another policy, we will only pay our share of the claim even if the other insurer refuses the claim
- If you settle or withdraw your claim without our permission we are entitled to reclaim any costs and expenses we have paid
- We reserve the right to end cover if it is clear that reasonable prospects of a successful outcome no longer exist
- An arbitration service is available in the event of a disagreement over the handling of a claim which cannot be resolved through DAS' internal complaints procedure
- The law that applies in the part of the UK, Channel Islands or Isle of Man where your business is registered will apply, otherwise the law of England and Wales applies
- General Conditions, Claims
   Conditions or General Exclusions
   – where there is any conflict with
   other parts of the policy, those in
   this Section shall take
   precedence

### Compensation Awards

- In cases relating to performance and/or conduct, throughout the employment dispute you either must follow:
  - ACAS Code of Disciplinary and Grievance Procedures
  - Equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
  - Sought and followed advice from DAS

### **Exclusions**

### General

- Any claim reported to DAS more than 180 days after the date you should have known about an insured incident
- Any costs and expenses that are incurred before DAS 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 and legal defence)
- Any claim relating to rights under any franchise or agency agreement you have entered into, or any claim relating to patents, copyrights, trademarks, registered designs etc.
- Judicial review
- Wilful acts
- Legal action which DAS has not agreed
- Any claim for a dispute with DAS
- Any claim relating to a shareholding or partnership share in your business
- Your bankruptcy or liquidation
- Defamation
- Any claim where an insured person is not represented by a law firm barrister or tax expert

### **Employment Disputes**

- Any
  - dispute arising within first 90 days of inception of cover
  - dispute with an employee who was subject to a written or oral warning (formal or informal) prior to inception of cover if the date of the claim is within the first 180 days of inception of cover and the dispute relates directly to the same matter(s) which gave rise to that warning
  - notice of redundancy or alleged redundancy or unfair selection for redundancy within the first 180 days of inception of cover

unless equivalent legal expenses insurance was continuously in force beforehand

- Any claim in respect of damages for personal injury
- Any claim relating to employee internal disciplinary or grievance procedures
- Any claim relating to Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
- Any costs or expenses in connection with the pursuance of your legal rights

# Section 17: Legal Expenses continued

Extensions included as standard

Cover	(subject to certain limits)	Conditions	Exclusions
		Legal Defence  Under the Health and Safety at Work etc. Act 1974 the territorial limit shall be any place where the Act applies  Tax Protection  You must take reasonable care that all tax returns are complete and correct and submitted in a timely fashion  Contract Disputes  The amount in dispute must exceed £250. 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 £250  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 £250  A claim is made within 90 days of the money becoming due and payable	Compensation Awards Any compensation awards relating to:  Trade Union activities, trade union membership or nonmembership  Health and safety related dismissals brought under section 44 of the Employment Rights Act 1996  Pregnancy or maternity, paternity, parental or adoption rights  Statutory rights in relation to trustees of occupational pension schemes  Non-payment of money due under a contract  You failing to provide relevant records to Employees under National Minimum Wage legislation  Your failure to comply with a recommendation by a tribunal  Any settlement agreed and payable under the ACAS Early Conciliation procedure  Service Occupancy Any claim relating to defending your legal rights (other than defending a counter-claim to an insured incident covered under this section)  Legal Defence  In respect of Criminal Pre-Proceedings Cover:  Any HM Revenue & Customs criminal investigation or enquiry  Any claim relating to investigation or enquiry  Any claim relating to a leged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle  In respect of Criminal Prosecution Defence:  claim for prosecution of road traffic laws in connection with ownership or use of a motor vehicle  In respect of Statutory Notice Appeals:  Any appeal against the imposition or terms of any statutory notice issued in connection with your licence, mandatory registration or British Standard Certificate or Registration  Any statutory notice issued by an insured person's regulatory or governing body  In respect of Jury Service and Court Attendance:  Any loss which you or the insured person is unable to insured person is unabl

prove

# Section 17: Legal Expenses continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			Statutory Licence Appeal  The original application or renewal application for 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 which occurs within go days of inception of cover and arises from an agreement entered into prior to commencement of cover under this section of the policy unless equivalent legal expenses insurance was continuously in force immediately prior to this policy  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 Any claim relating to the following:  A dispute relating to an insurance policy other than when your insurer refuses your claim  Motor vehicles (unless relating to sale agreements if you are a motor trader)  Computers or computer services
			<ul> <li>A lease, licence or tenancy of land or buildings (other than a dispute with a professional adviser in connection with these matters)</li> <li>A loan, mortgage, pension or other financial product (other than a dispute with a professional advisor in connection with these matters)</li> <li>The recovery of money and interest from another party unless the other party indicates that a defence exists</li> </ul>
			Tenancy Disputes Any claim arising from or relating to:  • A dispute arising from or related to rent or service charges  • The negotiation, review or renewal of the lease or tenancy agreement
			Property Protection Any claim relating to the following:  • A contract entered into by you  • Property in transit or goods lent or hired out  • Goods at premises not occupied by you unless in connection with work you are carrying out at those premises  • Defence of your legal rights (unless it is in defence of a counter-claim to an insured incident covered under this section)

# Section 17: Legal Expenses continued

Mining subsidence	(subject to certain limits)	Conditions	Exclusions
			<ul> <li>Mining subsidence</li> <li>The enforcement of a covenant by or against you</li> <li>A motor vehicle owned or used by, or hired or leased to you or an insured person (other than damage to motor vehicles where your business is the selling of motor vehicles)</li> <li>Personal Injury Any claim relating to the following: <ul> <li>Any illness or bodily injury that happens gradually</li> <li>Psychological injury or mental illness</li> <li>Defending you or your family members legal rights (unless it is in defence of a counter-claim to an insured incident covered under this section)</li> <li>Clinical negligence</li> </ul> </li> <li>Debt Recovery <ul> <li>Any debt arising prior to policy inception if due within the first 90 days of the indemnity provided by this section</li> </ul> </li> <li>Any claim relating to the following: <ul> <li>The settlement payable under an insurance policy</li> <li>The sale, purchase, terms of a lease, licence or tenancy of land or buildings</li> <li>A loan, mortgage, pension or other financial product</li> <li>Motor vehicles (unless relating to sale agreements if you are a motor trader)</li> <li>A dispute arising out of the hire, sales, supply or provision of computer products, systems or services</li> <li>Where the other party indicates that a defence exists</li> <li>Debts purchased from a third party</li> </ul> </li> <li>Tax Protection  <ul> <li>Any insured incident:</li> <li>Arising from a tax avoidance scheme</li> <li>Caused by your failure to register for VAT or Pay as You Earn</li> </ul> </li> <li>Import or excise duties and import VAT</li> <li>Arising from any investigation by HM Revenue and Customs into alleged dishonesty or criminal</li> </ul>

### Section 18: Personal Accident

### Extensions included as standard Cover (subject to certain limits) **Conditions Exclusions** Benefits for named people suffering • Medical Expenses (up to £1,000) · Payment not exceeding the bodily injury resulting in: Accumulation Limit Death • In the event of death, we shall be entitled to have a post-mortem · Loss of sight examination (at our expense) Loss of limbs Insured Person must immediately Loss of hearing place themselves under the care Loss of speech of a qualified medical practitioner Permanent total disablement and submit to medical • Temporary total disablement examination as often as required All information/evidence required Temporary partial disablement shall be furnished at your Cover is available for either expense occupational risks including commuting only or 24 hours basis Subject to an Accident disease Accumulation Limit of £250,000 from bodily injury

### Section 19: Contractors All Risks

"All Risks" Cover on:

Cover

- 1 The Contract Works on site and in transit to/from the site
- 2 Temporary Buildings
- 3 Constructional Plant
- 4 Hired-in Property (comprising property described by 2 and 3 above)
- 5 Employees' Personal Effects and Tools
- 6 Contents of private show houses and flats

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

### Extensions included as standard (subject to certain limits)

- Maintenance or Defects Liability Period and Conditions of Contract
- Professional Fees
- · Debris Removal Costs (up to the sum insured)
- Public Authorities
- Plans and Specifications
- Other Interests
- Hired-in Plant Charges (up to the limit stated in the Schedule)
- Negligent Breakdown (up to the limit stated in the Schedule)
- Speculative Development
- Free Issue Materials
- Offsite Storage of materials or goods forming part of the Contract Works (up to 15% of sum insured)
- Expediting Expenses (up to 25%) of any claim or £50,000 whichever is the lesser)
- Immobilised Plant (up to £25,000)
- Theft of Security Devices and Lock Replacement (up to £5,000)
- Additional Expenditure to minimise Damage

### Clauses and Conditions

### Clause

Automatic reinstatement of sum insured following a claim

### Conditions

· Cessation of Works

- Any pre-existing physical or mental condition, intentional selfinjury, suicide or attempted suicide, provoked assault, fighting (except in bona fide selfdefence), or wilful exposure to needless peril (except in attempt to save human life)
- Bodily injury contributed to or accelerated by intoxicating liquor or drugs (other than drugs taken under medical supervision and not drug/alcohol addiction related), insanity or any sexually transmitted or communicable
- Flying other than as a passenger on bona fide airline
- Winter sports and other hazardous pursuits
- · Illness or disease not resulting
- Travel to areas where the Foreign & Commonwealth Office has advised against 'all travel'
- Loss more specifically insured under Sub-Section 2 of Section 5: Business Money and Personal Accident (Assault)

- Damage due to defect, error or omission in design, plan specification, workmanship or materials
- Damage caused to enable repair to damage caused by defect, error or omission (as above)
- Wear, tear, gradual deterioration and other gradually operating causes
- Specific exclusions apply in respect of property whilst not at the contract site
- · Damage to deeds, bonds, bills of exchange, promissory notes, cash, banknotes, cheques, securities for money or stamps
- Damage to any mechanically propelled vehicle or plant otherwise insured or whilst being used in circumstances where compulsory insurance or security is required
- Mechanical or electrical breakdown or derangement other than as provided for by the Negligent Breakdown of Hired-in Plant Optional Extension
- · Damage due to your failure to maintain equipment

# Section 19: Contractors All Risks continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	• Escalator – where the final price of the contract exceeds the sum insured, the sum insured will be increased proportionately (up to 125% of the sum insured subject to a maximum increase of £500,000)		<ul> <li>Damage to:         <ul> <li>property that existed at the commencement of insurance (other than materials supplied for the purpose of the contract)</li> <li>property hired-out by you</li> <li>permanent works for which a certificate of completion has been issued</li> </ul> </li> <li>Damage for which you are not contractually responsible</li> <li>Liquidated damages, fines or penalties</li> <li>Unexplained losses</li> <li>Damage caused by delay, embargo or confiscation</li> <li>Damage arising from use of any portion of the permanent works by tenant(s) or occupier(s)</li> <li>Any contract works valued in excess of the sum insured shown in the Schedule or number of months declared for the maximum period of any one contract</li> <li>Damage to Property Insured arising out of any multiple lifting operations involving two or more lifting machines</li> <li>Contracts involving the use of platform building techniques where the structural frame of the building is of timber construction:         <ul> <li>exceeding two storeys; or</li> <li>where the sum insured on Contract Works exceeds £500,000 unless otherwise agreed.</li> </ul> </li> </ul>

# **General Conditions**

Fair Presentation of the Risk     Reasonable Precautions     Change of Risk or Interest	Cancellation     Instalments     Choice of Law	Contracts (Rights of Third Parties) Act 1999     Survey and Risk Improvements	Fire extinguishing appliances maintenance requirement     Sanctions, Prohibitions or
Adjustment of Premium			Restrictions

# **Claims Conditions**

Conditions Precedent	The Rights of the Company	Subrogation	Arbitration
Action by the Insured	Fraudulent Claims	Other Insurances	

# **General Exclusions**

War, Government Action and Terrorism (other than as provided under Section 4: Terrorism where insured)	- Radioactive Contamination	Date Recognition     Marine Policies	Cyber (other than as provided under Section 14: Computer and Cyber where insured)     Infectious or Contagious Disease
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# **Further Information**

### Other features

Please contact your broker, intermediary or agent for details of the payment methods available.

Helpline services available 24 hours a day, 7 days a week for:

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG). Note that where advice is sought in respect of Tax Advice or in respect of very specialist matters, such advice is only provided 9am to 5pm Monday to Friday (other than public and bank holidays).
- Business Emergency Assistance Helpline rapid response from reputable local contractors to deal with an emergency on your premises, including burst pipes, drainage problems, gas, electricity failures and serious roof damage (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG). You must pay any call-out or repair charges.
- Stress Counselling Service for any employee (and their family) over the telephone, assisting with issues such as Stress, Relationship, Depression, Bereavement and Family (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).
- Emergency Glazing and Security Assistance call outs for any glazing or door & window security problems (provided by NIG's approved supplier panel).

The following helpline service, which is provided by a medically qualified person, is available 9am to 5pm Monday to Friday, excluding public and bank holidays:

 Health and Medical Assistance Helpline giving assistance concerning nutrition, sports injuries, giving up smoking, exercise, complementary health and changing doctors (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).

### **DAS Employment Manual**

You will have access to the DAS Employment Manual which offers comprehensive, up-to-date guidance on employment law.

### **DAS Businesslaw**

Providing you with useful resources for creating ready-tosign contracts, agreement and letters in minutes. The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation.

Both of the above services are provided by DAS Legal Expenses Insurance Company Limited on behalf of NIG.

### 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 – 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 – Cancellation.

### How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy, providing full details, as soon after the incident or circumstance as possible. Please quote your Policy Number.

In the event of a cyber incident (if cover is operative), it is extremely important to act quickly and to get professional support and we can provide access to a network of cyber risk experts who will be able to help with data recovery, investigations or legal support following a data breach, crisis management or public relations.

When making a claim, it is very important that you meet all of the requirements of the policy, particularly Claim Condition 2 Action by the Insured. If you don't, we may not pay part or all of your claim.

### 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, quoting your Policy Number.

RSA Customer Relations Team PO Box 255 Wymondham NR18 8DP

Email: crt.halifax@uk.rsagroup.com

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:

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.

# Further Information continued

### **Details about our Regulator**

NIG policies are underwritten by Royal and 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**.

### **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.



NIG policies are underwritten by Royal and Sun Alliance Insurance Ltd (N	0.03702)	