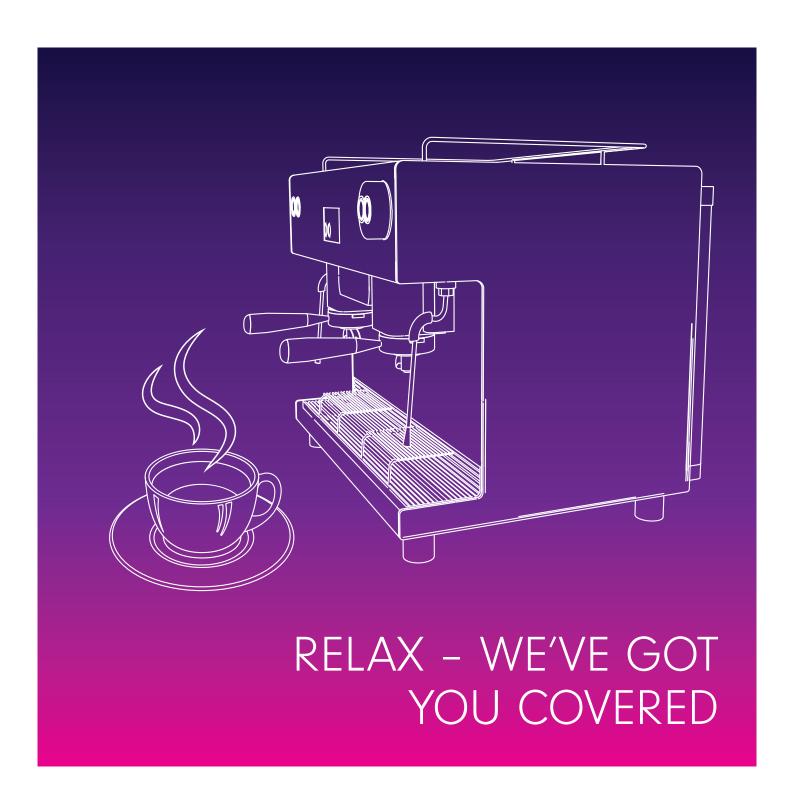
### HOTEL & LEISURE COMBINED

PRODUCT SUMMARY





### **Hotel & Leisure Combined Insurance Policy**

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

The Hotel & Leisure Combined Insurance policy is underwritten by U K Insurance Limited, 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

most areas.

- Stock in Trade in the Open
- Cigarettes & Tobacco (Stock)
- Wines & Spirits (Stock)
- Other specified property Subsidence, ground heave and landslip is available as an option in

### 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

- Reinstatement basis of settlement
- Sums insured subject to indexlinking unless insured on a Day 1, Stock Declaration or Stock Maximum Value basis
- 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 only if shown as operative in the Schedule)
- Workmen
- Designation
- Reinstatement of sum insured following a loss

### **Exclusions**

- Bursting by steam pressure of non-domestic boilers
- Cessation of work or government
- 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 (except where provided for under the Property in the Open Extension)
- Storm, tempest or flood damage caused by frost, subsidence, heave or landslip

### 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 20% 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

- Average
- 72 Hours Provision

#### **Conditions**

- Security 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)
- Open Fires and Chimney Sweeping

#### **Exclusions**

- Theft, if the premises are closed for business or if open for business when left without at least one Responsible Person therein unless 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 or in any structure incapable of being locked (except where provided for under the Property in the Open Extension), jewellery and other valuables (unless otherwise agreed)
- Theft by any employee or your or your resident manager's household
- Damage by malicious persons to property in any structure incapable of being locked (except where provided for under the Property in the Open Extension)
- Property let out on hire
- 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
- Leakage of beverages from bottled stock
- Domestic pets and livestock

#### 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

### Section 1: Material Damage continued

| Cover | Extensions included as standard (subject to certain limits)  | Clauses and Conditions | Exclusions  |
|-------|--|------------------------|---|
|       | <ul> <li>Seasonal increase of stock for set periods (up to 55% of the relevant sum insured) – not applicable if cover for Stock is insured on a Stock Declaration Basis or Stock Maximum Value Basis</li> <li>Contents including stock in trade at third party storage sites <ul> <li>anywhere in the UK, Channel Islands or Isle of Man (up to £50,000)</li> <li>any country in the European Economic Area for fire, lightning, aircraft and explosion only (up to £25,000)</li> <li>up to £50,000 in the aggregate in any one Period of Insurance</li> <li>Trade samples (up to £10,000/max £500 any one item)</li> <li>Property in the Open (up to £1,000)</li> <li>Customers', Guests' and Employees' Personal Effects (up to £10,000 any one customer, guest, director, partner and/or employee subject to a maximum amount of £100,000 in total any one claim)</li> <li>Temporary removal of stock in trade (to directors', partners' or employees' homes) – (up to £2,500 any one cause subject to a maximum amount of £10,000 in the aggregate in any one Period of Insurance)</li> <li>Outside Catering (up to £5,000)</li> </ul> </li> </ul> |                        | 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, growing crops or trees unless otherwise agreed Damage occasioned by 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 Defective design or workmanship Pre-existing damage Damage caused by demolition, construction, alterations, repairs, groundworks or excavations |

### Section 2: Business Interruption

### 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

Cover

 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 n the aggregate)
- Specified Suppliers if stated in the Schedule

### 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

### Exclusions

- 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 |
|-------|--|---------|------------|
| Cover | <ul> <li>Specified Customers – if stated in the Schedule</li> <li>Storage sites in  <ul> <li>the UK, Channel Islands or Isle of Man (up to £100,000)</li> <li>any country within the European Economic Area for fire, lightning, aircraft and explosion (up to £25,000 in the aggregate)</li> <li>Property in transit (up to £100,000)</li> <li>Contract sites (up to £100,000)</li> <li>Denial of access (up to the full sum insured)</li> <li>Premises of public utilities – gas, electricity, water and telecommunications (up to £100,000)</li> <li>Property at Exhibitions</li> <li>UK, Channel Islands or Isle of Man (up to £50,000 in the aggregate)</li> <li>any country within the European Economic Area for fire, lightning, aircraft and explosion (up to £25,000 in the aggregate)</li> <li>UK National Lotteries</li> <li>Public emergency (up to £50,000 in the aggregate and in any one Period of Insurance)</li> <li>Closure from</li> <li>discovery of vermin or pests</li> <li>defects in drains or sanitary arrangements at the premises (up to £50,000 in the aggregate)</li> <li>Loss from interruption/interference with the "Business":</li> <li>from specified human infectious disease at the premises or from such disease within 10 miles of the premises</li> <li>as a result of murder or suicide at the premises</li> <li>from food or drink poisoning at the premises</li> <li>from food or drink poisoning at the premises</li> <li>from food of Insurance)</li> </ul> </li> </ul> |         | Exclusions |
|       | suicide at the premises  - from food or drink poisoning at the premises  (up to £50,000 in the aggregate   |         |            |
|       | Accidental failure of public supply     gas, electricity, water and telecommunications (up to £25,000 in the aggregate and in any one Period of Insurance)   |         |            |

### Section 2: Business Interruption continued

| Cover | Extensions included as standard (subject to certain limits)   | Clauses and Conditions | Exclusions |
|-------|---|------------------------|------------|
|       | <ul> <li>Essential personnel (up to £25,000 in the aggregate and in any one Period of Insurance)</li> <li>Exhibition expenses (up to £25,000 in the aggregate and in any one Period of Insurance)</li> <li>Loss of Attraction (up to £50,000 in the aggregate in any one Period of Insurance)</li> <li>Motor Vehicles (up to the full sum insured)</li> <li>Tronc Cover (up to the lesser of 5% of Estimated Gross Profit / Revenue or £50,000)</li> <li>Alternative Accommodation expenses for you, your family or employees permanently residing at the premises if cover under Section 19 is operative (up to £25,000)</li> <li>Increased limits for any of the above Extensions can be considered on request. Any increases will be shown in the Schedule.</li> </ul> |                        |            |

| 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  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 | <ul> <li>Damage to packing materials (up to £10,000)</li> <li>Transfer costs (up to £10,000)</li> <li>Reloading costs (up to £10,000)</li> <li>Debris removal costs (up to £10,000)</li> <li>Drivers/attendant personal effects (up to £500 per person)</li> <li>Use of substitute vehicles</li> </ul> | 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 | <ul> <li>Wear and tear, deterioration, contamination or vermin</li> <li>Inherent vice, latent defect, action of light, atmospheric or climatic conditions</li> <li>Spillage, leakage, evaporation, loss of weight or shrinkage</li> <li>Mechanical and/or electrical derangement or breakdown</li> <li>Electrical or magnetic injury disturbance or erasure of electronic records</li> <li>Breakdown of refrigeration and/or insufficient insulation</li> <li>Defective/inadequate packing or insufficient addressing</li> <li>Damage occasioned by delay or seizure of goods by the government or other authority</li> <li>Carriage of explosives or other dangerous goods</li> <li>Money, jewellery precious stones and metals, bullion, furs and livestock</li> <li>Property carried by you for hire or reward</li> <li>Loss or damage by storm, theft or attempted theft to property in open-sided or similar type vehicles</li> <li>Tools used in connection with the Business other than stock in trade</li> <li>Indirect loss</li> </ul> |

### Section 4: Terrorism

#### Conditions Cover (subject to certain limits) **Exclusions** Terrorism Indemnity is subject to: · Cover applies in England, Wales and Scotland only. It will not - HM Treasury certifying that an Damage to the property insured extend to include the territorial under this Policy and loss event or events have been an seas adjacent to England, consequent on interruption to or Act of Terrorism Scotland and Wales as defined interference with the Business a Tribunal constituted under by the Territorial Sea Act 1987 Non-Damage Business the terms of Schedule 3 to a Riot or Civil Commotion, War, Interruption Retrocession Agreement Invasion, Act of Foreign Enemy, between Pool Reinsurance as insured by this Policy in England, Hostilities (whether war be Company Ltd and HM Wales or Scotland caused by or declared or not), Civil War, Treasury determining that any resulting from an Act of Terrorism. Rebellion, Revolution, Damage was caused by an Provided that the liability of the Insurrection or Military or Act of Terrorism Company shall not exceed in any **Usurped Power** · Conditions or terms which one Period of Insurance: Any loss or consequential loss provide for adjustments of - in all the total Sum Insured; or from any Nuclear Installation or premium based on declarations - for any item its sum insured or Nuclear Reactor on expiry of the Period of any other stated limit of liability Insurance will not apply to Damage to or the destruction of stated in the Schedule or Terrorism insurance any Computer System or any elsewhere in the Policy, alteration, modification, distortion, Any Long Term Agreement whichever is the less. erasure or corruption of Data, applying to this Policy shall not whether your property or not, apply to Terrorism insurance 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 5: Business Money & Personal Accident (Assault)

# Sub-Section 1: Business Money

Extensions included as standard

#### Extensions included as standard Cover (subject to certain limits) Clauses and Conditions **Exclusions** Business Money as defined: Damage to safes, strong rooms, Fraud or dishonesty of any franking machines, ATMs and partner, director or employee not In transit and at contract sites Reinstatement of sum insured carrying cases discovered within 14 days following a loss In bank night safe Damage to clothing and personal Loss insured by a fidelity In premises during business effects (up to £1,000 per person) quarantee insurance Conditions hours Unauthorised use of company Loss from unattended vehicles In premises outside business · Money records to be kept in a credit cards (up to £500 during Any form of payment that is secure place separate from the hours in safe each Period of Insurance) counterfeit, false, fraudulent, money itself In premises outside business Personal money of the 'Insured's' invalid, uncollectible or hours not in safe Safe keys to be removed from the family members residing at the irrecoverable premises outside business hours In the custody of travellers and premises (up to £250 any one Loss occurring outside the UK, collectors Safe details to be provided person) the Channel Islands, the Isle of In private dwellings Cash tills to have their drawers Seasonal increase of money for Man or the Republic of Ireland left open with all contents In automated teller machines set periods (up to 30% of the Errors, omissions or any kind of removed elsewhere after (ATMs) at the premises which are amounts provided for money in indirect loss business hours your responsibility to fill transit / at contract sites, in bank Accompaniment requirements for night safe, in premises during money in transit business hours and in premises outside business hours in safe) Security protections to be put into full and effective operation whenever the premises are closed for business or if open for business when left without at least one Responsible Person therein

# Section 5: Business Money & Personal Accident (Assault) continued Sub-Section 1: Business Money continued

| Cover | Extensions included as standard (subject to certain limits) | Clauses and Conditions  | Exclusions |
|-------|---|---|------------|
|       |   | 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 |            |

### 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   | (subject to certain limits)   | Conditions  | Exclusions   |
|---|---|---|--|
| 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. | 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 | 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 | 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
- 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)
- House name and advertisement signs
- Guests' Property (up to £25,000 in respect of all property of any one guest, subject to a limit of £10,000 in respect of all property deposited for safe custody)
- Hairdressers and Beauty
   Treatment if shown as operative in Schedule (up to Indemnity Limit)

#### **Conditions**

- Precautions for use of heat away from your premises
- Indemnity limit is costs inclusive in the USA and Canada
- Underground Services
- Contractual Liability
- Entertainment Checks on Insurance
- Swimming Pools
- Solarium and Sun-Bed Equipment
- Gymnasiums
- Health Spas

#### **Exclusions**

- Faulty or defective workmanship/products supplied
- Legal liability arising from:
  - advice, design, formula, specification, breach of professional duty or malpractice
- the sale or supply or administration of drugs, medicines, chemicals, medical supplies or equipment other than the sale or supply of proprietary branded goods
- any treatment, surgical operation or medical procedure
- Bodily injury to any employee
- Property belonging to you or under your control and guests' property (except where provided for under the Guests' Property Extension)
- 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
- Damage caused where You are required to effect cover under clause 6.5.1 of the JCT Standard Form of Building Contract or equivalent

### Section 8: Products Liability

#### Cover

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.

### 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
- Consumer Protection and Food Safety Acts
- Cross Liabilities

#### Conditions

 Indemnity Limit is costs inclusive in the USA and Canada

#### **Exclusions**

- Cost of repair, alteration, replacement, removal or recall of any products supplied
- Legal liability arising from:
  - advice, design, formula, specification, breach of professional duty or malpractice

### Section 8: Products Liability continued

| Cover | Extensions included as standard (subject to certain limits)  | Clauses and Conditions | Exclusions   |
|-------|--|------------------------|--|
|       | <ul> <li>Indemnity to Others</li> <li>Claims under Data Protection<br/>Legislation (up to £500,000 any<br/>one Period of Insurance)</li> <li>Corporate Manslaughter and<br/>Corporate Homicide Act 2007<br/>(up to £1,000,000 in the<br/>aggregate and in any one Period<br/>of Insurance)</li> <li>Vendor's Liability</li> <li>Financial Loss (up to £250,000<br/>any one Period of Insurance)</li> <li>Environmental statutory clean-up<br/>costs (up to £250,000 in the<br/>aggregate and in any one Period<br/>of Insurance)</li> <li>Legionellosis (up to £100,000<br/>any one Period of Insurance)</li> <li>Libel or Slander (up to £100,000<br/>any one Period of Insurance)</li> </ul> |                        | <ul> <li>the sale or supply or administration of drugs, medicines, chemicals, medical supplies or equipment other than the sale or supply of proprietary branded goods</li> <li>any treatment, surgical operation or medical procedure</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   |
|--|---|---------|--|
| <ul> <li>Breakage of fixed glass and sanitary ware</li> <li>Damage to Signs Extension (if shown as operative in the Schedule)</li> <li>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</li> </ul> | <ul> <li>Damage to frames or framework</li> <li>Cost of necessary removal or replacement of fixtures and fittings</li> <li>Cost of replacing alarm foil, lettering, painting etc. on glass following breakage</li> <li>Accidental damage to goods in display windows</li> <li>Reasonable boarding up costs</li> </ul> |         | 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

- Security protections to be put into full and effective operation whenever the premises are vacant or disused, closed for business or if open for business when left without at least one Responsible Person therein
- 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

#### **Exclusions**

- 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, from your premises if closed for business or if open for business when left without at least one Responsible Person therein unless involving forcible and violent entry to or exit from the premises, or violence or threat of violence to you or any director, partner or employee or their families
- Theft from your premises of property in the open or in any structure incapable of being locked 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
- Theft by any employee or your or your resident manager's household
- Cracking or collapse of boilers and other pressure vessels
- Mechanical or electrical breakdown or derangement
- Disappearance or unexplained shortage
- Electrical or magnetic disturbance of electronic records (other than by lightning)
- Subsidence, heave or landslip (unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe)
- 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, leakage of beverages, malicious persons, vandals or theft

### Section 10: Specified All Risks continued

| Cover | Extensions included as standard (subject to certain limits) | Clauses and Conditions | Exclusions  |
|-------|---|------------------------|---|
|       |   |                        | Damage to property caused by<br>leakage of beverages from<br>bottled stock  |
|       |   |                        | Damage occasioned by delay or<br>seizure of goods by the<br>government or other authority   |
|       |   |                        | Indirect loss   |
|       |   |                        | Damage to any part of electrical<br>equipment caused by electrical<br>faults within that part   |
|       |   |                        | Property let out by you on hire   |
|       |   |                        | Loss by deception   |
|       |   |                        | Loss by Fidelity Guarantee  |
|       |   |                        | Loss more specifically covered<br>under Deterioration of Stock,<br>Engineering Damage to<br>Machinery and Plant, Engineering<br>Business Interruption, Computer<br>and Cyber and Contractors All<br>Risks |

### Section 11: **Deterioration of Stock**

| Cover   | Extensions included as standard (subject to certain limits)   | Clauses and Conditions   | Exclusions   |
|---|---|--|--|
| Damage to stock caused by an accidental deterioration whilst:  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 | 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 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 | <ul> <li>Damage to cold chamber itself</li> <li>Specific perils</li> <li>Deliberate act or failure, of a utility supplier, grid operator or telecommunications operator</li> <li>Intentional acts</li> <li>Indirect losses</li> <li>Any Damage or loss, of any kind, caused by a Cyber Event (as defined in the policy)</li> </ul> |

### Section 12a: Engineering Damage to Plant and Machinery

|   |   | Exclusions  |
|---|---|---|
| <ul> <li>Damage to the "Property Insured" at the Premises caused by:</li> <li>Explosion</li> <li>Collapse</li> <li>Breakdown (including Electronic Derangement of computer equipment or electronic circuitry controlling or operating the Property Insured)</li> <li>Fragmentation up to the Indemnity Limit stated in the Schedule</li> <li>When more than one option is available the Schedule will state which options apply</li> <li>Automatic cover − newly acquired items</li> <li>Temporary Removal for repair, service, overhaul or maintenance to anywhere in the UK, Channel Islands, Isle of Man, EU or European Free Trade Area</li> <li>Machinery Movement within the Premises (up to £50,000)</li> <li>Damage to own surrounding property − pressure explosion (up to £1,000,000)</li> <li>Hired-in plant (up to £50,000)</li> <li>Cost of substitute equipment (up to £25,000)</li> <li>Hazardous substances (up to £100,000)</li> </ul> | 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 | 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 |

### Section 12a: Engineering Damage to Plant and Machinery continued

| Cover | Extensions included as standard (subject to certain limits)  | Clauses and Conditions   | Exclusions  |
|-------|--|--|---|
|       | <ul> <li>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)</li> <li>Emergency services (up to £10,000)</li> <li>Debris Removal, Dismantling and Demolition costs (up to £50,000)</li> <li>Loss Prevention Measures (up to £25,000)</li> <li>Temporary and Fast-Tracked Repair (up to £50,000)</li> <li>Repair Costs Investigation (up to £50,000)</li> <li>Reinstatement of Data following damage to computer equipment which controls or operates an item of "Property Insured" (up to £100,000)</li> </ul> | Discovering a Defect – defects<br>must be investigated and<br>corrected as soon as possible<br>after discovery | 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 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 Health & Safety at Work Act 1974 HSB's Right to Subcontract Previous Agreements The Transfer of Undertakings (Protection of Employment) Regulations Waiver of Rights Your Rights to Cancel The Company's Rights to Cancel Access to the Plant Control of the Plant 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

#### Cover

Loss of "Gross Profit" or "Gross 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;
- 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.

### 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

#### **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

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

#### Extensions included as standard Conditions Cover (subject to certain limits) **Exclusions** Financial loss as a result of Financial loss resulting from fraudulent input or change of actual or alleged fraudulent use data in your computer system of a credit card or debit card which results in money being Financial loss resulting from a taken from your accounts, credit fraudulent application for credit being established in your name or the provision of false details or goods, services, property or in applying for credit or opening financial benefit being an account with you transferred. Hacking by your directors, The cost of responding, and officers or employees (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.

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

#### Extensions included as standard (subject to certain limits) Cover Conditions **Exclusions** Damages and defence costs arising Protecting Data – you must have Fines or penalties which are not Compensation for court from a claim first made against you attendance connected to a claim appropriate procedures in place insurable by law (for example, the during the Period of Insurance and (up to £100 per day for directors for disposing of and destroying majority of regulatory fines). during the course of your business, and officers and £50 for each hardware and hard copy files in Some administrative or as a result of: order to protect data contractual penalties are employee). insurable (for example, Payment Administrative and contractual you or your service provider Card Industry fines are covered fines and penalties up to failing to secure data; by this section of the policy) £25,000. you unintentionally transmitting a Infringement of patents, liabilities Cost to withdraw or remove data associated with products from the internet to avoid or the content of your website, produced or goods, services or reduce a claim against you up to emails, or anything else advice provided by you £10,000. distributed by your computer Your failure to keep to any system damaging the reputation obligations to employees, of others. directors or officers after your data privacy obligations have not been met 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<br>appropriate procedures in place<br>for disposing of and destroying<br>hardware and hard copy files in<br>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 | • 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 4 - Cyber Event - Loss of Business Income continued

| Cover   | Extensions included as standard (subject to certain limits) | Conditions | Exclusions |
|---|---|------------|------------|
| failure of or variation in the supply<br>of electricity or<br>telecommunications networks<br>owned and operated by you, |   |            |            |
| affecting your computer system, the computer system of a service provider or customer of yours                          |   |            |            |

### Sub-Section 5 - Hardware

| Cover   | Extensions included as standard (subject to certain limits)  | 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) | manufacturer's or supplier's guarantee or warranty or any |

### 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<br>systems and data to be restored to<br>the position that they were in prior   | <ul> <li>Accountant fees (up to £50,000)</li> <li>Loss of interest (up to £10,000)</li> </ul> |            | The cost of data-breach<br>expenses insurable under Sub-<br>section 3 – Data-breach Expense   |
| to an incident, and meet the extra<br>cost to prevent or reduce the<br>computer system disruptions as a<br>result of a cyber event, damage to<br>hardware or prevention of access |   |            | Any cost or loss caused by or<br>resulting from the failure or<br>interruption of any power supply<br>network or telecommunications<br>network not owned and operated |
| Cover also applies to computer systems of service providers who can be located anywhere in the world  |   |            | 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)

- Costs involved in avoiding corruption (up to £50,000)
- Investigation costs (up to £50,000)
- Loss prevention measures (up to £50,000)
- Temporary and fast-tracked repair costs (up to £100,000 or 50% of the cost of damage, whichever is lesser)
- Subrogation Waiver

#### **Clauses and Conditions**

#### 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)

#### **Conditions**

- · Care and maintenance of hardware
- £250,000 Cyber Attack Limit
- Data backup requirement data must be backed up at least every 7 days
- · Anti-virus software requirement
- · Enforcement of your rights against third party
- Controlling the investigation, settlement or defence of any claim made against you
- Other Insurances we will only pay our share
  of the claim even if the other insurer refuses to
  pay the claim
- Salvage and recoveries
- 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

#### **Exclusions**

- 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
- Your decision to cease trading or the decision of a service provider, customer or supplier to stop, reduce trade or restrict services
- Damage due to wear and tear, gradual deterioration, erosion, corrosion, gradual reduction in performance, rust, scratching or chipping
- Damage caused by any nuclear weapon or device
- Losses caused by or arising from insolvency or bankruptcy
- Acts of terrorism (other than in respect of Computer Virus, Denial of Service Attack or Hacking under Sub-Sections1 – Cyber Crime, 2 – Cyber Liability and 3 – Data Breach Expenses, where insured)

### Section 15: Loss of Licence

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

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.

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

- · 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

#### **Conditions**

- 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

#### **Exclusions**

- 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

### 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 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

#### **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 first90 days of inception of cover

# Cover 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)

#### **Conditions**

- 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
- 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

#### **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

#### **Exclusions**

- 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

#### 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)

| Proceeding Any HM criminal Any clair Any clair investigat infringany or regular with that or large and regular with that or use of In respect respect to connect or use of In respect or use of In respect I consort connect or use of In respect I consort Any clair Any clair connect or use of In respect I consort Appeals Any app imposit statutory connect and and Brish's Registra Any statutory or gover I respect Court Atter Court Atter Any statutory or gover I respect Court Atter Court Atter Any loss insured p prove  Statutory Lic I he original singuity Any loss insured p prove  Contract Dis Valuence overneshp, order of arises from entered inte  |  |
|--|--|
| * In respect Proceeding - Any HM corinal in a - Any clair investigation in respect or regulation or regulation or regulation or regulation of real transpect or Prosecution - Any clair of road transpect or use of a large present of the proceeding of the proceeding of the present of the prese | e  |
| criminal ii  - Any clairi investigati infringeni or regulati with the coruse of a In respect or use of a In respect or use of or land or and the coruse of or a In respect or use of a In respect or an and a Indian In | of Criminal Pre-   |
| - Any claim investigate infringem or regulat with the et or use of a la respect of Prosecution - Any claim of road treatment of the tre | Revenue & Customs nvestigation or enquiry  |
| or use of In respect of Prosecution Any claim of road tr connecti or use of In respect of In respect of In respect of Loss or persona hacking, In respect of Appeals: Any app impositi statutory connect mandat British S. Registrat Any statutory or gover In respect of Court Atter Any loss insured p prove  Statutory Lio The original renewal ap licence or Certificate Any licence over overeship, motor vehic  Contract Disj Any disput 90 days of arises from entered int commence   | n relating to<br>tions due to alleged<br>tent of road traffic laws<br>tions in connection<br>ownership, driving  |
| Prosecution  Any claim of road treen connection or use of some connection of the | a motor vehicle  |
| of road tr connection or use of  In respect of Loss or persona hacking, In respect of Appeals: Any app imposition statutory connect mandate British S. Registre Any stat an insur or gover In respect of Court Atter Any loss insured p prove  Statutory Lic The original renewal app licence or E Certificate or Certificate Any licence ownership, motor vehic  Contract Dis Any disput Any disput of arises from entered into commence this section entered into  |  |
| In respect of personal hacking.  In respect of Appeals:  Any app impositis statutory connect mandate British S. Registra an insurur or gover.  In respect of Court Atter.  Any stat an insurur or gover.  In respect of Court Atter.  Any stat an insurur or gover.  In respect of Court Atter.  Any stat an insurur or gover.  In respect of Court Atter.  Any stat an insurur or gover.  In respect of Court Atter.  Any stat an insurur or gover.  In respect of Court Atter.  Any statutory Lic.  The original renewal applicance or E. Certificate of Certificate.  Any licence or E. Certificate.  Any licence or ownership, motor vehic.  Contract Disp.  Any dispute 90 days of arises from entered into commence of this section.   | n for prosecution<br>raffic laws in<br>on with ownership   |
| - Loss or persona hacking, In respect of Appeals: - Any app impositis statutory connect mandata. British S. Registra - Any state an insure or gover In respect of Court Atter - Any loss insured prove  Statutory Lic The original renewal app licence or E Certificate. Any licence or E Certificate. Any licence or Court atter. Any licence or E Certificate. Any licence o | a motor vehicle  |
| persona hacking,  In respect of Appeals:  Any apy impositive statutory connect mandat. British S. Registration and an insuration or gover.  In respect of Court Atter.  Any station and any station or gover.  Statutory Lic.  The original renewal apy licence or E. Certificate of Court Atter.  Any licence or E. Certificate of Court and station of Contract Disposition  | of Data Protection:  |
| Appeals:  Any app imposition statutory connect mandata British S Registrat  Any stat an insur or gover In respect C Court Atter  Any loss insured p prove  Statutory Lice  The original renewal app licence or E Certificate (  Any licence or E Certificate (  Any licence or Cownership, motor vehice)  Contract Disg  Any dispute 90 days of arises from entered into commence this section entered into commence this section the section of the section of the section of the section entered into commence this section entered into commence this section the section of the section of the section entered into commence this section entered into commence the section entered into | damage to stored<br>al data resulting from<br>, virus or similar   |
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| ownership, motor vehic  Contract Disp  Any dispute 90 days of arises from entered into commence this section   | I application or<br>plication of a statutory<br>British Standard<br>of Registration  |
| Any dispute     90 days of     arises from     entered into     commence     this section  | e appeal relating to<br>driving or use of a<br>cle   |
| Any dispute     90 days of     arises from     entered into     commence     this section  | putes  |
| insurance w force immer  | e which occurs within inception of cover and an agreement or prior to ement of cover under to of the policy unless legal expenses was continuously in idiately prior to this |
| breach, or a professional Person"  | e arising from a alleged breach, of al duty by an "Insured with an employee or an  |

|  | 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  A lease, licence or tenancy of land or buildings (other than a dispute with a professional adviser in connection with these matters)  A loan, mortgage, pension or other financial product (other than a dispute with a professional advisor in connection with these matters)  The recovery of money and interest from another party unless the other party indicates that a   |
|--|---|
|  | 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)  • Mining subsidence  • The enforcement of a covenant by or against you  • 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)  Personal Injury Any claim relating to the following:  • Any illness or bodily injury that |
|  | <ul> <li>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</li> </ul>   |

| Cover | Extensions included as standard (subject to certain limits) | Conditions | Exclusions   |
|-------|---|------------|--|
|       |   |            | Clinical negligence  |
|       |   |            | Debt Recovery     Any debt arising prior to policy inception if due within the first 90 days of the indemnity provided by this section |
|       |   |            | Any claim relating to the following:     The settlement payable under an insurance policy  |
|       |   |            | The sale, purchase, terms of a<br>lease, licence or tenancy of land<br>or buildings  |
|       |   |            | A loan, mortgage, pension<br>or other financial product  |
|       |   |            | <ul> <li>Motor vehicles (unless relating<br/>to sale agreements if you are a<br/>motor trader)</li> </ul>                              |
|       |   |            | A dispute arising out of the hire,<br>sales, supply or provision of<br>computer products, systems or<br>services                       |
|       |   |            | Where the other party indicates<br>that a defence exists   |
|       |   |            | Debts purchased from a third party   |
|       |   |            | Tax Protection   |
|       |   |            | Any insured incident:  • Arising from a tax avoidance scheme   |
|       |   |            | Caused by your failure to register<br>for VAT or Pay as You Earn   |
|       |   |            | Import or excise duties and import VAT   |
|       |   |            | Arising from any investigation by<br>HM Revenue and Customs into<br>alleged dishonesty or criminal<br>offences                         |
|       |   |            |  |

### Section 18: Personal Accident

| Cover   | Extensions included as standard (subject to certain limits) | Clauses and Conditions | Exclusions   |
|---|---|------------------------|--|
| Benefits for named people suffering bodily injury resulting in:  Death  Loss of sight  Loss of limbs  Loss of hearing  Loss of speech  Permanent total disablement  Temporary total disablement  Temporary partial disablement  Cover is available for either occupational risks including commuting only or 24 hours basis  Subject to an Accident  Accumulation Limit of £250,000 |   |                        | <ul> <li>Any pre-existing physical or mental condition, intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or wilful exposure to needless peril (except in attempt to save human life)</li> <li>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 disease</li> <li>Flying other than as a passenger on bona fide airline</li> </ul> |

### Section 18: Personal Accident

| Cover | Extensions included as standard (subject to certain limits) | Clauses and Conditions | Exclusions  |
|-------|---|------------------------|---|
|       |   |                        | Winter sports and other hazardous pursuits     Illness or disease not resulting from bodily injury     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) |

### Section 19: Household Contents

| Cover   | Extensions included as standard (subject to certain limits) | Clauses and Conditions | Exclusions  |
|---|---|------------------------|---|
| "All Risks" cover on Household<br>Contents belonging to you or the<br>resident manager or any of their<br>family residing within your<br>premises |   |                        | Any article, collection or set or pedal cycle with a value in excer of £2,500 unless specifically mentioned in the Schedule  Frasure or distortion of |
| An option to extend Household<br>Contents belonging to you or the   |   |                        | information on computer system or other records   |
| resident manager or any of their  |   |                        | Damage to:  |
| family residing within your<br>premises to elsewhere in the<br>world is available   |   |                        | Hearing aids, contact / corneal<br>lenses, money, documents, mot<br>vehicles, caravans, camping<br>equipment, watercraft, aircraft of<br>animals      |
|   |   |                        | Business items  |
|   |   |                        | Property left unattended in mot<br>vehicles unless secured  |
|   |   |                        | Sports Equipment (whilst in use   |
|   |   |                        | Any item arising from its own<br>mechanical or electronic<br>derangement or from adjustme<br>maintenance or repair                                    |
|   |   |                        | Household Contents in your<br>Home in any vacant or disused<br>portion of the premises  |
|   |   |                        | Damage caused by:   |
|   |   |                        | Theft of unattended pedal cycle<br>away from the premises unless<br>immobilised by a security device.   |
|   |   |                        | Wear and tear, the action of ligl<br>or atmosphere, moths, vermin c<br>insects  |
|   |   |                        | <ul> <li>Cleaning, dyeing, restoring,<br/>adjusting or repairing</li> </ul>   |
|   |   |                        | <ul> <li>Corrosion, dampness, dryness,<br/>rot, marring, starching, bruising<br/>deterioration</li> </ul>   |
|   |   |                        | Confiscation by authorities   |
|   |   |                        | Dishonesty or fraud by your<br>employees or any person lawful<br>on the premises  |
|   |   |                        | Chewing, scratching, tearing or<br>fouling by domestic pets   |

### **General Conditions**

| <ul> <li>Fair Presentation of the Risk</li> <li>Reasonable Precautions</li> <li>Change of Risk or Interest</li> <li>Adjustment of Premium</li> </ul> | Cancellation     Instalments     Choice of Law | Contracts (Rights of Third<br>Parties) Act 1999     Survey and Risk Improvements | Fire extinguishing appliances maintenance requirement     Sanctions, Prohibitions or 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<br>Terrorism other than as provided<br>under Section 4: Terrorism where<br>insured | Sonic Bangs     Radioactive Contamination | <ul><li>Pollution or Contamination</li><li>Date Recognition</li><li>Marine Policies</li></ul> | Computer Virus and Hacking     Infectious or Contagious Disease |
|---|---|---|---|
|---|---|---|---|

Full details will be shown in the Policy Booklet.

### **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-to-sign 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.

Customer Relations Manager, NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

Email: complaints@nig-uk.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 U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. 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 the Company be unable to meet all its 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.

