

RETAILERS COMBINED

PRODUCT SUMMARY



ONE-STOP SHOP FOR ALL
YOUR INSURANCE NEEDS

Retailers Combined Insurance Policy

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

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

Full details of any Endorsements or Excesses that may apply will be shown in the Policy Schedule and Policy 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	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<div>Available on a specific “Perils” basis with the option to include “Accidental Damage” for the following items where stated as operative in the Schedule:</div> <ul style="list-style-type: none">• 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 <div>Subsidence, ground heave and landslip is available as an option in most areas.</div>	<ul style="list-style-type: none">• 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 <ul style="list-style-type: none">• 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 index-linking unless insured on a Day 1, Stock Declaration or Stock Maximum Value basis• Seventy Two Hours Provision	<ul style="list-style-type: none">• 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

Section 1: Material Damage
continued

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
	<ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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) 	<ul style="list-style-type: none"> Non-Ferrous Metals where shown in the Schedule is covered up to 125% of the sum insured for such item <p>Conditions</p> <ul style="list-style-type: none"> 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) 	<ul style="list-style-type: none"> Theft of property in the open, jewellery and other valuables unless otherwise agreed Damage by malicious persons to property in any structure incapable of being locked 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 <p>Accidental Damage (if selected)</p> <ul style="list-style-type: none"> 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 landslide 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 Damage caused by delay or seizure of goods by the government or other authority <p>Subsidence (if selected)</p> <ul style="list-style-type: none"> Damage to yards, car parks, roads, swimming pools, walls or fences unless insured building is also affected

Section 1: Material Damage *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
	<ul style="list-style-type: none"> 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 Contents including stock in trade at third party storage sites <ul style="list-style-type: none"> anywhere in the UK, Channel Islands or Isle of Man (up to £50,000) any country in the European Economic Area for fire, lightning, aircraft and explosion only (up to £25,000) up to £50,000 for all claims in the aggregate in any one Period of Insurance Trade samples (up to £10,000/ max £500 any one item) Customers' and Employees' Personal Effects (up to £10,000 any one customer, director, partner and/or employee subject to a maximum amount of £100,000 in total any one claim) Temporary removal of stock in trade to directors, partners or employees' homes – (up to £2,500 any one claim subject to a maximum amount of £10,000 in the aggregate in any one Period of Insurance) Outside Catering (up to £5,000) 		<ul style="list-style-type: none"> 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

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<ul style="list-style-type: none"> 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 <p>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</p>	<ul style="list-style-type: none"> Additional Increased Cost of Working as an extension to gross profit or gross revenue (up to £50,000) Unspecified suppliers <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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
	<ul style="list-style-type: none">• Specified Customers – if stated in the Schedule• Storage sites in<ul style="list-style-type: none">– 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)• Premises of public utilities<ul style="list-style-type: none">– gas, electricity, water and tele-communications (up to £100,000)• Denial of access – Damage to property within one mile of the Premises (up to the full sum insured)• Property at Exhibitions<ul style="list-style-type: none">– UK, Channel Islands or Isle of Man (up to £50,000 in the aggregate)– any country within the European Economic Area for fire, lightning, aircraft and explosion (up to £25,000 in the aggregate)• UK National Lotteries• Public emergency within one mile of your Premises (up to £50,000 in the aggregate and in any one Period of Insurance)• Closure from<ul style="list-style-type: none">– discovery of vermin or pests– defects in drains or sanitary arrangementsat the premises (up to £50,000 in the aggregate)• Loss from interruption/interference with the “Business” at the premises<ul style="list-style-type: none">– from specified human infectious disease at the premises or from such disease within 10 miles of the premises– as a result of murder or suicide at the premises– from food or drink poisoning at the premises(up to £50,000 in the aggregate in any one Period of Insurance)• Bomb scares (up to £50,000)• Accidental failure of public supply – gas, electricity, water and telecommunications (up to £25,000 in the aggregate and in any one Period of Insurance)• Essential personnel (up to £25,000 in the aggregate and in any one Period of Insurance)• Exhibition expenses (up to £25,000 in the aggregate and in any one Period of Insurance)• Loss of Attraction (up to £50,000 in the aggregate in any one Period of Insurance)		

Section 2: Business Interruption *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
	<ul style="list-style-type: none"> Motor vehicles (up to the full sum insured) <p>Increased limits for any of the above Extensions can be considered on request. Any increases will be shown in the Schedule.</p>		

Section 3: Goods in Transit

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Property whilst in transit in the UK, the Channel Islands, the Isle of Man and Republic of Ireland by road, rail or air freight</p> <p>Method of Conveyance</p> <ul style="list-style-type: none"> 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 style="list-style-type: none"> Damage to packing materials (up to £10,000) Transfer costs (up to £10,000) Reloading costs (up to £10,000) Debris removal costs (up to £10,000) Drivers/attendant personal effects (up to £500 per person) Use of substitute vehicles Containers (up to £10,000 any one cause for any one container subject to a maximum amount of £25,000 in the aggregate in any one Period of Insurance) 	<p>Clauses</p> <ul style="list-style-type: none"> Average Reinstatement of sum insured following a loss <p>Conditions</p> <ul style="list-style-type: none"> 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 style="list-style-type: none"> 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 Damage caused by 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	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Terrorism</p> <ul style="list-style-type: none"> Damage to the property insured under this Policy and loss consequent on interruption to or interference with the Business Non-Damage Business Interruption <p>as insured by this Policy in England, Wales or Scotland caused by or resulting from an Act of Terrorism.</p>		<ul style="list-style-type: none"> Indemnity is subject to: <ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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

Section 4: Terrorism *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none">• Provided that the liability of the Company shall not exceed in any one Period of Insurance:<ul style="list-style-type: none">– 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.		<ul style="list-style-type: none">• 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	<ul style="list-style-type: none">• Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor• Damage to or the destruction of any Computer System or any alteration, modification, distortion, erasure or corruption of Data, whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack• Cover is provided for certain losses caused by remote digital interference (cyber terrorism) but nation state cyber terrorism is excluded• Damage to any Residential Property insured in the name of a Private Individual

Section 5: Business Money & Personal Accident (Assault)

Sub-Section 1: Business Money

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Business Money as defined:</p> <ul style="list-style-type: none">• DIn 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 style="list-style-type: none">• Damage to safes, strong rooms, franking machines, ATMs and carrying cases• Damage to clothing and personal effects (up to £1,000 per person)• Unauthorised use of company credit cards (up to £500 during each period of insurance)• Personal money of the 'Insured's' family members residing at the premises (up to £100 any one person)	<p>Clauses</p> <ul style="list-style-type: none">• Reinstatement of sum insured following a loss <p>Conditions</p> <ul style="list-style-type: none">• 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 style="list-style-type: none">• Fraud or dishonesty of any partner, director or employee not discovered within 14 days• Loss insured by a fidelity guarantee insurance• Loss from unattended vehicles• Any form of payment that is counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable• Loss occurring outside the UK, the Channel Islands, the Isle of Man or the Republic of Ireland• Errors, omissions or any kind of indirect loss

Sub-Section 2: Personal Accident (Assault)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Benefits are payable for injury sustained during theft or attempted theft of money or other property, resulting in:</p> <ul style="list-style-type: none"> • Death • Loss of sight • Loss of limbs • Loss of hearing • Loss of speech • Permanent total disablement • Temporary total disablement • Temporary partial disablement 	<ul style="list-style-type: none"> • 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) 	<ul style="list-style-type: none"> • 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	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Indemnity limit £10 million (inclusive of legal costs), unless otherwise shown in the Schedule.</p> <p>Territorial limits are the UK, the Channel Islands and the Isle of Man (see also the Work Overseas Extension)</p> <p>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.</p>	<ul style="list-style-type: none"> • 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) 	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Indemnity limit as shown in the Schedule</p> <p>Territorial Limits are the United Kingdom, the Channel Islands and the Isle of Man</p>	<ul style="list-style-type: none"> • 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) 	<ul style="list-style-type: none"> • Precautions for use of heat away from your premises • Indemnity limit is costs inclusive in the USA and Canada • Underground Services • Contractual Liability 	<ul style="list-style-type: none"> • Faulty or defective workmanship/products supplied • Legal liability arising from: <ul style="list-style-type: none"> – advice, design, formula, specification, breach of professional duty or malpractice – the sale or supply or administration of drugs, medicines, chemicals, medical supplies or equipment of any kind other than the sale or supply of proprietary branded goods – any treatment, surgical operation or medical procedure • Bodily injury to any employee

Section 7: Public Liability *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	<ul style="list-style-type: none">• 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)• Hairdressers and Beauty Treatment – if shown as operative in Schedule (up to Indemnity Limit)		<ul style="list-style-type: none">• Property belonging to you or under your control• Ownership or use of any craft, or vehicle licensed for road use• Products supplied• Liquidated damages, fines or penalties• Punitive, exemplary or aggravated damages• Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident• Pollution or contamination occurring in the USA and/or Canada and/or their dependencies or trust territories• Visits or work on any offshore rig or platform• Asbestos• 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	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Indemnity Limit as shown in the Schedule</p> <p>Occurrences</p> <ul style="list-style-type: none">• 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 style="list-style-type: none">• 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• Indemnity to Others• Claims under Data Protection Legislation (up to £500,000 any one Period of Insurance)• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 in the aggregate and in any one Period of Insurance)• Vendor's Liability• Financial Loss (up to £250,000 any one Period of Insurance)• Environmental statutory pollution 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)	<ul style="list-style-type: none">• Indemnity Limit is costs inclusive in the USA and Canada	<ul style="list-style-type: none">• Cost of repair, alteration, replacement, removal or recall of any products supplied• Legal liability arising from:<ul style="list-style-type: none">– advice, design, formula, specification, breach of professional duty or malpractice– the sale or supply or administration of drugs, medicines, chemicals, medical supplies or equipment of any kind other than the sale or supply of proprietary branded goods– any treatment, surgical operation or medical procedure• Bodily injury to any employee• Liability caused by or arising from property in your charge or control• Products supplied which to your knowledge are used in any aircraft, spacecraft, rocket, missile or satellite• Liquidated damages, fines or penalties• Punitive, exemplary or aggravated damages• Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident

Section 8: Products Liability *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> • Pollution or contamination occurring in the USA or Canada • Products supplied which to your knowledge are exported to the USA or Canada • Asbestos • Liability assumed under contract or agreement

Section 9: Glass Breakage

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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 		<ul style="list-style-type: none"> • Fire, lightning, explosion or storm • Vacant or disused premises • Installation or removal • Glass or sanitary ware which was broken or cracked before the policy inception • 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 <p>Exclusions applicable to the Damage to Signs Extension</p> <ul style="list-style-type: none"> • 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	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Damage caused within the "Geographical Limit" as defined for each insured item as shown in the Schedule</p> <p>Geographical Limit as defined:</p> <ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • Damage to contents of any insured vending machines (up to £100) • Public Authorities • Other interests • Non-invalidation • Mortgagees/freeholders/lessors • Subrogation waiver 	<p>Clauses</p> <ul style="list-style-type: none"> • Average • Reinstatement basis of settlement • Reinstatement of sum insured following a loss <p>Conditions</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> – Security measures apply to transit by own vehicles – Motor vehicles must be roadworthy and in a good state of repair 	<ul style="list-style-type: none"> • 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

Section 10: Specified All Risks *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
			<ul style="list-style-type: none">• 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 open-sided structures• Fire damage to property undergoing any heat process• Damage to property (other than by fire or explosion) resulting from any production or repair process• Damage 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• Damage to property caused by leakage of beverages from bottled stock• 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

Section 11: Deterioration of Stock

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Damage to stock caused by an accidental deterioration:</p> <ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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) 	<p>Clauses</p> <ul style="list-style-type: none"> Reinstatement of Losses Average <p>Conditions</p> <ul style="list-style-type: none"> 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 style="list-style-type: none"> 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	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Damage to the “Property Insured” at the Premises caused by:</p> <ul style="list-style-type: none"> Explosion Collapse Breakdown (including Electronic Derangement of computer equipment or electronic circuitry controlling or operating the Property Insured) Fragmentation <p>up to the Indemnity Limit stated in the Schedule</p> <p>When more than one option is available the Schedule will state which options apply</p>	<ul style="list-style-type: none"> 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) EEL (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-Track 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) 	<p>Clauses</p> <ul style="list-style-type: none"> Reinstatement Basis of settlement <p>Conditions</p> <ul style="list-style-type: none"> Claims Settlement: <ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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 carried out by HSB Engineering Insurance Services Limited		Clauses <ul style="list-style-type: none">• 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 <ul style="list-style-type: none">• 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	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Loss of "Gross Profit" or "Gross Revenue" resulting from the interruption or interference with the business from: <ul style="list-style-type: none">• 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:<ul style="list-style-type: none">– the public electricity, gas or water supply, at the terminal point of the supplier's feed to the Premises; or	<ul style="list-style-type: none">• 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 <ul style="list-style-type: none">• 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	Loss resulting from interruption or interference due to: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• 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
<ul style="list-style-type: none"> telecommunications at the Premises, occurring during the Period of Insurance. 		Conditions <ul style="list-style-type: none"> 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 style="list-style-type: none"> 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 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. 			<ul style="list-style-type: none"> 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
<p>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:</p> <ul style="list-style-type: none"> 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 style="list-style-type: none"> Compensation for court attendance connected to a claim (up to £100 per day for directors and officers and £50 for each employee). Administrative and contractual fines and penalties up to £25,000. Cost to withdraw or remove data from the internet to avoid or reduce a claim against you up to £10,000. 	<ul style="list-style-type: none"> Protecting Data – you must have appropriate procedures in place for disposing of and destroying hardware and hard copy files in order to protect data 	<ul style="list-style-type: none"> 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
			<ul style="list-style-type: none">Any mistakes in financial reporting of the businessAny 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
<p>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:</p> <ul style="list-style-type: none">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.	<ul style="list-style-type: none">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)	<ul style="list-style-type: none">Protecting Data – you must have appropriate procedures in place for disposing of and destroying hardware and hard copy files in order to protect data	<ul style="list-style-type: none">The cost of restoring and recreating dataThe 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
<p>Loss of income following a cyber event or prevention of access. A cyber event is defined as:</p> <ul style="list-style-type: none">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; orfailure 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	<ul style="list-style-type: none">Accountants fees (up to £50,000)		<ul style="list-style-type: none">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 propertyLoss 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)	Conditions	Exclusions
<p>Loss, damage, theft, cyber events and breakdown to your hardware at your premises including:</p> <ul style="list-style-type: none"> 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 <p>Cover can also be provided for portable hardware anywhere in the world if shown as operative in the schedule</p>	<ul style="list-style-type: none"> Extra hardware (up to £500,000) Extra hire or lease cost (up to £25,000) Fire brigade charges (up to £50,000) Gas-flooding systems (up to £100,000) Incompatibility of replacement parts or software (up to £100,000) Recovery of hardware (up to £10,000) Security guard costs (up to £25,000) Temporary removal (up to £100,000) Trace and access (up to £25,000) Waste-disposal costs (up to £100,000) 	<ul style="list-style-type: none"> Minimum Standards of Protection (if such condition is operative under Section 1) Intruder alarm (if such condition is operative under Section 1) 	<ul style="list-style-type: none"> 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
<p>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</p> <p>Cover also applies to computer systems of service providers who can be located anywhere in the world</p>	<ul style="list-style-type: none"> Accountant fees (up to £50,000) Loss of interest (up to £10,000) 		<ul style="list-style-type: none"> The cost of data-breach expenses insurable under Sub-section 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 style="list-style-type: none"> 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 	<p>Clauses</p> <ul style="list-style-type: none"> 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) <p>Conditions</p> <ul style="list-style-type: none"> Care and maintenance of hardware £250,000 Cyber Attack Limit 	<ul style="list-style-type: none"> 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

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

Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
	<ul style="list-style-type: none">• 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	<ul style="list-style-type: none">• Damage due to wear and tear, gradual deterioration, erosion, corrosion, gradual reduction in performance, rust, scratching or chipping• Losses caused by or arising from insolvency or bankruptcy• Damage or liability connected with any nuclear material or hardware within high radioactivity zone, area of any nuclear installation, or at sites or installations involving nuclear material• Damage connected with any weapon or device using atomic or nuclear or similar reaction, force or material• Acts of terrorism (other than in respect of Computer Virus, Denial of Service Attack or Hacking under Sub-Sections 1 – Cyber Crime, 2 – Cyber Liability and 3 – Data Breach Expenses, where insured)• Loss of any description connected with War, one Cyber Operation or Cyber Action by a sovereign state (subject to it being proven that the Cyber Operation or Cyber Action is attributable to a sovereign state)

Section 15: Loss of Licence

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Loss of an excisable liquors licence from causes beyond your control causing:</p> <ul style="list-style-type: none">• Loss of income• Reasonable additional expenses incurred in maintaining the Gross Income during the indemnity period• Reduction in the value of the premises	<ul style="list-style-type: none">• All costs and expenses with our written consent• Reasonable auditors or accountant charges	<p>Clauses</p> <ul style="list-style-type: none">• Value added tax• Alternative trading <p>Conditions</p> <ul style="list-style-type: none">• Change of circumstances must be notified• Transfer of licence• Forfeiture or refused renewal	<ul style="list-style-type: none">• 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
<p>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.</p>	<ul style="list-style-type: none">• 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	<ul style="list-style-type: none">• 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	<ul style="list-style-type: none">• 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 16: Fidelity Guarantee *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
		<ul style="list-style-type: none"> • Computer security • Vetting of employees • Annual holiday • Termination of employees • Police notification • Cessation of cover • Withholding of monies 	

Section 17: Legal Expenses

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Territorial Limits</p> <ul style="list-style-type: none"> – 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. <p>Legal expenses up to £150,000 in relation to the following:</p> <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> – 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 <ul style="list-style-type: none"> – Tax enquiries – Employer compliance disputes – VAT disputes <p>Claims under this section are dealt with and managed by ARAG Legal Expenses Insurance Company Limited on behalf of NIG</p>	<ul style="list-style-type: none"> • Necessary and reasonable legal costs • Costs incurred by opponents in civil cases if ordered to pay them or if paid with the agreement of ARAG 	<p>General</p> <ul style="list-style-type: none"> • You must: <ul style="list-style-type: none"> – 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 ARAG ask for in writing – report to ARAG full and factual details of the claim as soon as possible • ARAG can take over any claim or legal proceeding at any time • Before you choose a lawyer or an accountant, ARAG can appoint a “Representative” • Any settlement must be made with the consent of ARAG • 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 ARAG’s 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 	<p>General</p> <ul style="list-style-type: none"> • Any claim reported to ARAG more than 180 days after the date you should have known about an insured incident • Any costs and expenses that are incurred before ARAG agree to pay them • Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority (other than any compensation awards as covered under insured incidents, compensation awards 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 ARAG has not agreed • Any claim for a dispute with ARAG • 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 <p>Employment Disputes</p> <ul style="list-style-type: none"> • Any <ul style="list-style-type: none"> – 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

Section 17: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
		<p>Compensation Awards</p> <ul style="list-style-type: none">In cases relating to performance and/or conduct, throughout the employment dispute you either must follow:<ul style="list-style-type: none">ACAS Code of Disciplinary and Grievance ProceduresEquivalent codes of practice issued by the Labour Relations Agency in Northern Ireland orSought and followed advice from ARAG <p>Legal Defence</p> <ul style="list-style-type: none">Under the Health and Safety at Work etc. Act 1974 the territorial limit shall be any place where the Act applies <p>Tax Protection</p> <ul style="list-style-type: none">You must take reasonable care that all tax returns are complete and correct and submitted in a timely fashion <p>Contract Disputes</p> <ul style="list-style-type: none">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 claimIf the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250If 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 <p>Debt Recovery</p> <p>Provided that:</p> <ul style="list-style-type: none">The debt exceeds £250A claim is made within 90 days of the money becoming due and payable	<ul style="list-style-type: none">notice of redundancy or alleged redundancy or unfair selection for redundancy within the first 180 days of inception of cover <p>unless equivalent legal expenses insurance was continuously in force beforehand</p> <ul style="list-style-type: none">Any claim in respect of damages for personal injuryAny claim relating to employee internal disciplinary or grievance proceduresAny claim relating to Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) RegulationsAny costs or expenses in connection with the pursuance of your legal rights <p>Compensation Awards</p> <p>Any compensation awards relating to:</p> <ul style="list-style-type: none">Trade Union activities, trade union membership or non-membershipHealth and safety related dismissals brought under section 44 of the Employment Rights Act 1996Pregnancy or maternity, paternity, parental or adoption rightsStatutory rights in relation to trustees of occupational pension schemesNon-payment of money due under a contractYou failing to provide relevant records to Employees under National Minimum Wage legislationYour failure to comply with a recommendation by a tribunalAny settlement agreed and payable under the ACAS Early Conciliation procedure <p>Service Occupancy</p> <p>Any claim relating to defending your legal rights (other than defending a counter-claim to an insured incident covered under this section)</p> <p>Legal Defence</p> <ul style="list-style-type: none">In respect of Criminal Pre-Proceedings Cover:<ul style="list-style-type: none">Any HM Revenue & Customs criminal investigation or enquiryAny claim relating to investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle

Section 17: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> • In respect of Criminal Prosecution Defence: <ul style="list-style-type: none"> – Any claim for prosecution of road traffic laws in connection with ownership or use of a motor vehicle • In respect of Data Protection: <ul style="list-style-type: none"> – Loss or damage to stored personal data resulting from hacking, virus or similar • In respect of Statutory Notice Appeals: <ul style="list-style-type: none"> – 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: <ul style="list-style-type: none"> – Any loss which you or the insured person is unable to prove <p>Statutory Licence Appeal</p> <ul style="list-style-type: none"> • The original application or renewal application of a statutory licence or British Standard Certificate of Registration • Any licence appeal relating to ownership, driving or use of a motor vehicle <p>Contract Disputes</p> <ul style="list-style-type: none"> • Any dispute which occurs within 90 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 <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> • 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)

Section 17: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none">• 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 defence exists <p>Tenancy Disputes</p> <p>Any claim relating to the following:</p> <ul style="list-style-type: none">• A dispute arising from or related to rent or service charges• The negotiation, review or renewal of the lease or tenancy agreement <p>Property Protection</p> <p>Any claim arising from or relating to:</p> <ul style="list-style-type: none">• 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) <p>Personal Injury</p> <p>Any claim relating to the following:</p> <ul style="list-style-type: none">• Any illness or bodily injury that happens gradually• Psychological injury or mental illness• 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)• Clinical negligence <p>Debt Recovery</p> <ul style="list-style-type: none">• Any debt arising prior to policy inception if due within the first 90 days of the indemnity provided by this section <p>Any claim relating to the following:</p> <ul style="list-style-type: none">• The settlement payable under an insurance policy• The sale, purchase, terms of a lease, licence or tenancy of land or buildings• A loan, mortgage, pension or other financial product

Section 17: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> Motor vehicles (unless relating to sale agreements if you are a motor trader) A dispute arising out of the hire, sales, supply or provision of computer products, systems or services Where the other party indicates that a defence exists Debts purchased from a third party <p>Tax Protection</p> <p>Any insured incident:</p> <ul style="list-style-type: none"> Arising from a tax avoidance scheme Caused by your failure to register for VAT or Pay as You Earn Import or excise duties and import VAT Arising from any investigation by HM Revenue and Customs into alleged dishonesty or criminal offences

Section 18: Personal Accident

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Benefits for named people suffering bodily injury resulting in:</p> <ul style="list-style-type: none"> Death Loss of sight Loss of limbs Loss of hearing Loss of speech Permanent total disablement Temporary total disablement Temporary partial disablement <p>Cover is available for either occupational including commuting risks only or 24 hours basis</p> <p>Subject to an Accident Accumulation Limit of £250,000</p>	<ul style="list-style-type: none"> Medical Expenses (up to £1,000) 	<ul style="list-style-type: none"> Payment not exceeding the Accumulation Limit In the event of death, we shall be entitled to have a post-mortem examination (at our expense) Insured Person must immediately place themselves under the care of a qualified medical practitioner and submit to medical examination as often as required All information/evidence required shall be furnished at your expense 	<ul style="list-style-type: none"> Any pre-existing physical or mental condition, intentional self-injury, provoked assault, fighting (except in bona fide self-defence), wilful exposure to needless peril (except in an attempt to save human life), violation or attempted violation of the law or resistance to arrest or the Insured Person taking or attempting to take their own 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 disease Flying other than as a passenger on bona fide airline 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)

General Conditions

<ul style="list-style-type: none">• Fair Presentation of the Risk• Reasonable Precautions• Change of Risk or Interest• Adjustment of Premium	<ul style="list-style-type: none">• Cancellation• Instalments• Choice of Law	<ul style="list-style-type: none">• Contracts (Rights of Third Parties) Act 1999• Survey and Risk Improvements	<ul style="list-style-type: none">• Fire extinguishing appliances maintenance requirement• Sanctions, Prohibitions or Restrictions
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Claims Conditions

<ul style="list-style-type: none">• Observance of Terms• Action by the Insured	<ul style="list-style-type: none">• The Rights of the Company• Fraudulent Claims	<ul style="list-style-type: none">• Subrogation• Other Insurances	<ul style="list-style-type: none">• Arbitration
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General Exclusions

<ul style="list-style-type: none">• War, Government Action and Terrorism other than as provided under Section 3: Terrorism where insured. This General Exclusion does not apply to Section 14: Computer and Cyber, which has its own more specific exclusions.	<ul style="list-style-type: none">• Radioactive Contamination• Pollution or Contamination	<ul style="list-style-type: none">• Date Recognition• Marine Policies	<ul style="list-style-type: none">• Cyber (other than as provided under Section 14: Computer and Cyber where insured)• Infectious or Contagious Disease
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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 ARAG 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 ARAG 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 ARAG 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 ARAG Legal Expenses Insurance Company Limited on behalf of NIG).

ARAG Employment Manual

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

ARAG 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 ARAG 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: rsacustomerrelations@uk.rsagroup.

Further Information *continued*

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**.

For complaints relating to Section 12b: Engineering Inspection, of this Policy, please refer to the "Making a Complaint" entry in that Section. For complaints relating to Section 17: Legal Expenses, of this Policy, please refer to the "How to make a complaint" entry in that Section.

Details about our Regulator

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

The Prudential Regulation Authority website can be visited at

www.bankofengland.co.uk/pru, 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.

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

