

**PUBLIC LIABILITY
INSURANCE
EVERYTHING
EXPLAINED**

Your Policy Wording
(Please keep this safe)

MORE TH>N[®]
FOR BUSINESS

Contents

Policy Summary	5
Policy Wording	11
General Conditions	11
How we use your Information	13
Employers' Liability Tracing Office	14
Claims Conditions	14
Policy Definitions	16
Section 1 Employers' Liability	20
Section 2 Public/Products Liability	22
Section 3 Legal Defence Costs	27
Section 4 Property Damage Insurance	28
Guidance when making a claim	31
Complaints Procedure	32

Introduction

Welcome to MORE TH>N BUSINESS. Thank you for choosing Us as Your insurer.

About Your Insurance Policy

Your insurance Policy is made up of this Policy wording, Your Statement of Fact, and the Schedule which shows the sums insured, Our Limits of Liability, the premium You will pay, and any other terms which apply to Your Policy.

You should read the Statement of Fact, Schedule and the Policy wording together, to tell You what is covered and what is not covered, how We settle claims and other important information.

Some words in this Policy have a special meaning. They start with a capital letter whenever they appear in the Policy, and are listed under "Definitions - Words with Special Meanings" at the end of the Policy.

We have set out 'What is covered' to the left of each page, and 'What is not covered' to the right.

There are also some special exclusions which apply to the whole of certain Insurances.

The Insurance Contract

This Insurance Policy is a legal contract between You and Us. Our acceptance of this risk is based on the information presented to Us prior to the commencement of the Policy, and at subsequent stages in respect of mid-term changes and renewal. Provided You have answered all of Our questions accurately and in good faith, and checked any assumptions generated on the Statement of Fact carefully, We will accept this as being a fair presentation of the risk.

We will provide the insurance described in this Policy (subject to all the terms, conditions and exclusion of this Policy) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

This Policy has been issued by Royal & Sun Alliance Insurance plc.

Customer Care Services

As part of our commitment to customer care, we have provided additional services to help you when you need it most.

Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for you to report a claim to us during normal office hours. That's why you can now notify us of any claim when it suits you – any time of the day or night. All you have to do is call!

- **24 hour Claims Helpline (including Emergency Repairs and Catastrophe Claim)**

0330 102 4058 (Please quote Your Policy Number)

Advice Lines

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

Tax advice (available Monday to Friday, 9am to 5pm)

Stress Counselling (available 24 hours)

- **Advice Line**

01455 255015

(Please quote reference number 71113)

PUBLIC LIABILITY INSURANCE POLICY SUMMARY

MORE TH>N BUSINESS Public Liability Insurance is underwritten by Royal & Sun Alliance Insurance plc. It is an annual contract which may be renewed each year subject to your needs and our terms and conditions.

The Policy includes Public/Products Liability as standard.

In addition to the above cover you can add Employers' Liability and/or Business Equipment cover subject to our standard eligibility criteria – simply call us to discuss your requirements.

Full details of the covers you have chosen are shown in your Policy Schedule and Statement of Fact.

The following tables provide a summary of the main policy features and benefits and any significant exclusions and limitations. For full policy details and our full terms and conditions please read your Policy Wording which will be provided on completion of your contract or at any time on request.

On receipt of your Policy Documentation, you will have 14 days to decide if you wish to cancel the policy – see “Your right to cancel the policy” for more information.

TABLE 1

STANDARD FEATURES AND BENEFITS

The following will automatically be included in your policy, according to the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations	Policy Section
LIABILITY INSURANCE		
<p>Standard Covers</p> <ul style="list-style-type: none"> Public Liability – liability for injury/damage to third parties or their property arising out of the business. Products Liability – liability for injury/damage to third parties arising out of Products/ services provided by the business. Legal Defence Costs in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 where there has been no actual injury or damage. 	<ul style="list-style-type: none"> Limits of Indemnity for Public Liability, Products Liability and Legal Defence Costs are shown in your policy schedule. Excludes any Public or Products liability arising in connection with advice, design or specification provided for a fee. Damage to property means material property but does not include electronic data. Your Policy is subject to an excess of £250 each event in respect of loss of or damage to property arising from work away from the your premises unless otherwise stated in your Policy Schedule. Some other specific events may be excluded or cover may be qualified – please see your Policy Wording/Schedule for details. 	<p>Liability Section 2</p> <p>Section 3</p>

TABLE 2

OPTIONAL BENEFITS

You may also choose to add the following Covers to your Public Liability Insurance Policy:

Features and Benefits	Significant Exclusions or Limitations	Policy Section
EMPLOYER'S LIABILITY INSURANCE		
<p>Standard Covers:</p> <ul style="list-style-type: none"> Employers' Liability – liability for injury to employees. Legal Defence Costs in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 where there has been no actual injury or damage. 	<ul style="list-style-type: none"> Limit of Indemnity for Employers' Liability is £10,000,000 (with a £5,000,000 limit for Terrorism). Some other specific events may be excluded or cover may be qualified – please see your Policy Wording/Schedule for details. 	<p>Liability Section 1</p> <p>Section 3</p>
BUSINESS EQUIPMENT INSURANCE		
Our Property Damage Insurance for Business Equipment allows you to choose which property you would like to cover, for example: home based business contents and/or mobile equipment or tools, against the following risks.		
<p>Standard Covers:</p> <p>Loss or Damage as a result of:</p> <ul style="list-style-type: none"> Any cause not otherwise excluded whilst within the Territorial Limits. 	<p>Please note that these exclusions apply to cover for Business Equipment.</p> <ul style="list-style-type: none"> Sonic Bangs War and Allied Risks Pollution and Contamination Radioactive Contamination Terrorism Electronic Risk Wear and Tear Mechanical or electrical breakdown <p>Please note:</p> <ul style="list-style-type: none"> Some specific causes of damage may be excluded see your Policy Wording/Schedule for details. Some specific property may be excluded please see your Policy Wording/Schedule for details. The amount you must pay in the event of a claim is £250. 	<p>Property Damage</p>
<p>Reinstatement</p> <p>Cover is on an 'as new' basis.</p>	<p>Excludes betterment.</p>	<p>Property Damage</p>

TABLE 3

GENERAL CONDITIONS AND EXCLUSIONS

The following apply to the Policy as a whole, regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read your Policy Wording.

GENERAL CONDITIONS AND EXCLUSIONS

Standard Covers:

- If there are any changes to your business or any other circumstances whereby the risk is increased you must inform us as soon as reasonably practical. Failure to do so could invalidate your Policy or result in a claim being rejected.

EXCESSES AND LIMITS

- Any excesses applicable to your Policy are detailed in your Policy Schedule. These amounts must be paid in the event of each and every claim.
- Limits may apply to your Policy, please refer to your Policy Schedule for details.

IMPORTANT INFORMATION

YOUR RIGHT TO CANCEL THE POLICY

If once you have checked your policy you decide not to proceed with our insurance you have a statutory right to cancel the policy within 14 days, starting on the date you receive your policy documentation. To cancel, please write to the address or call the number shown on your policy schedule. On receipt of your notice and, where applicable, the return of your policy documentation, we will refund any premiums already paid, except when you have already made a claim under your policy.

CLAIMS

Should you wish to claim under the policy you should call our Claims Helpline on 0330 102 4258 as soon as possible. You must provide us with any information or help that we reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy document.

COMPLAINTS

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or manager of MORE TH>N at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

If they cannot resolve the matter to your satisfaction, they will provide you with final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action.

MORE TH>N	FINANCIAL OMBUDSMAN SERVICE
Customer Relations Team P O Box 255 Wymondham NR18 8DP	Exchange Tower Harbour Exchange Square London E14 9SR

COMPENSATION



Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

OTHER IMPORTANT INFORMATION

PREMIUM AND PAYMENTS

Premiums are inclusive of Insurance Premium Tax

You may pay for your policy annually or, for some policy contracts, by monthly instalments. Annual premiums may be paid by direct debit or credit/debit card. Monthly instalments can only be paid by direct debit.

RENEWING YOUR POLICY

At least 21 days before each policy renewal date we will tell you the premium and terms and conditions that will apply for the following year. If you wish to change or cancel the cover you need to tell us before the renewal date.

If you pay by direct debit we will continue collecting premiums unless you notify us that you wish to cancel the policy. This will also apply for payments by credit/debit card, if you have previously given us permission. For other payment by credit/debit card, you must submit a further payment if you wish to renew the policy.

You will have 14 days to cancel the policy after the renewal date and receive a refund of any premiums paid, as described in "Your right to cancel the policy" above.

TERMINATION OF THE CONTRACT

You may cancel the contract by giving us notice in writing and returning your certificate of insurance. If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current period of insurance.

We may cancel this policy by giving you at least 14 days notice at your last known address. If we cancel the policy, we will refund any premiums already paid for the remainder of the current period of insurance. You must return your current certificate of insurance (if applicable).

LAW AND LANGUAGE APPLICABLE TO THE POLICY

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you live. Full details will be provided in your policy documentation.

The language used in this policy and any communications relating to it will be English.

FINANCIAL OR TRADE SANCTIONS

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

RSA

MORE THAN BUSINESS Public Liability Insurance is underwritten by Royal & Sun Alliance Insurance plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under Registration No. 202323. You can check this on the Financial Services Register by visiting the FCA's website www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

General Conditions

1. Your Policy may be declared void and you will not be entitled to any benefit or help if:
 - part of your application for this insurance; or
 - any further changes you ask for under this policy;you falsely represent or fail to fully and accurately disclose the answers to the requested information
2. Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees
3. The Insured at his own expense shall
 - A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition
 - B) exercise care in the selection and supervision of employees
 - C) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
4. This policy shall be avoided if
 - A) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
 - B) the Insured's interest cease otherwise than by death or
 - C) any alteration be made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company
5. This Policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company
6. If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record
7. Cancellation of Your Fixed Sum Loan Agreement

Where We have agreed to You paying Your premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, We reserve the right to terminate Your Policy and You will no longer be insured by Us.

If Your monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, We reserve the right to also terminate that linked loan agreement.
8. Cancellation when the premium is paid annually

This Policy may be cancelled by:
the Insured giving written instruction to the Company, or
the Company sending 14 days written notice to the last known address of the Insured

Cancellation will be effective from:

the receipt of valid instruction from the Insured provided that where a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover cancellation will only be effective from the date of receipt of the Certificate(s) of Insurance by the Company, or the expiry of the 14 days written notice sent by the Company

The Insured will be entitled to a proportionate return of premium in respect of the unexpired portion of the current Period of Insurance provided that no claim has been made in that Period nor any incident occurred that might give rise to a claim

9. Cancellation when the premium is paid monthly

The Insured may cancel this Policy by giving written instruction to the Company and cancellation will be effective from the date of receipt of valid instructions provided that where a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover cancellation will only be effective from the date of receipt of the Certificate(s) of Insurance by the Company

The Insured will be responsible for cancellation of the relevant Direct Debit Mandate

Should the Insured cancel or fail to comply with the credit agreement relating to this Policy and fail to pay immediately to the Company the full amount of premium or fail to take the action specified in a default notice issued by the Company before the date shown therein the insurance by this Policy is thereupon cancelled

The Company may cancel this Policy by sending 14 days written notice to the last known address of the Insured who will return to the Company any Certificate(s) of Insurance issued as a statutory requirement

10. All the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability stated in this Policy will apply as maximum limits to the Company's liability irrespective of the number of persons entitled to indemnity under this Policy

For the purposes of the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability the Insured and all other persons entitled to indemnity under this Policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between the Company as one party and the Insured and all other persons entitled to indemnity as the other party

11. Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise in writing, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you are based, or, if you are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you are based.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you are based, or, if you are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you are based.

12. Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Policy period we or you may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled we will give you a full refund of premium for any unexpired period of cover we will do this only if you have not made a claim during the Period of Insurance

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

MORE TH>N BUSINESS is a trading style of Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

We would like to keep you informed (by phone, post, e-mail or text) of selected products and services available from us and our carefully chosen suppliers. If you would prefer not to receive this information from us and have not previously advised us of this, please let us know when you contact us.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

Employers' Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the 'ELTO') and added to an electronic database, (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and

to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

Claims Conditions

1. If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or any person acting on your behalf to obtain any benefit under this Policy or if any damage is caused by your wilful act or with your knowledge then all benefit under this insurance shall be forfeited.
2. On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall
 - A) notify the Company in writing as soon as reasonably practical
 - B) give immediate notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy and notify the Company of the crime reference number
 - C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
 - D) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
 - E) within 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company
 - i) full information in writing of the claim
 - ii) details of any other insurance relating to the claim
 - iii) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details

- iv) if we ask a statutory declaration of the truth of the claim and of any matter connected with it
3. No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with
 4. If the Company elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon
 5. A) On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy enter take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner This condition shall be evidence of the leave and licence of the Insured to the Company so to do If the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above - mentioned acts then benefit under this Policy shall be forfeited The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not
 - B) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Insured shall give all such assistance as the Company may require

6. The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured
7. If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its rateable proportion of such claim If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing ratably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property
8. Not applicable to Liability

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

9. Applicable only to Liability Insurance

Every letter claim writ summons and process in connection with the event shall be forwarded to the Company as soon as reasonably practical on receipt The Insured shall also give the Company written notice as soon as reasonably practical after the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Policy.

Policy Definitions

The words or phrases where used in the Policy starting with a capital letter shall have the following meaning within the Section in which they appear

General

Data

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Great Britain

Great Britain shall mean England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987)

Insured

Insured shall mean the person persons entity or entities specified in the Schedule

Period of Insurance

Period of Insurance shall mean the period stated in the Schedule

Policy

Policy shall mean this policy

Definitions

(APPLICABLE TO LIABILITY – SECTIONS 1-3 ONLY)

Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A) the Insured
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C) at the request of the Insured
 - i) any principal
 - ii any director or partner of the Insured
 - iii) any Person Employed

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

- iv) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- v) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

Employee

Employee shall mean any individual under a contract of service or apprenticeship with the Insured

Person Employed

Person Employed shall mean any

- A) Employee
- B) labour master and individuals supplied by him
- C) individual employed by labour only sub-contractors
- D) self employed individual (not being in partnership with the Insured)
- E) individual hired to or borrowed by the Insured
- F) individual undertaking study or work experience while under the direct control and supervision of the Insured

Injury

Injury shall mean

Sections 1 and 3 (Part A) bodily injury death disease or illness

Sections 2 and 3 (Part B) bodily injury mental injury death disease illness wrongful arrest or false imprisonment

Property

Property shall mean material property but shall not include Data

Business

Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain, Northern Ireland the Channel Islands or the Isle of Man and shall include

- A) ownership repair and maintenance of the Insured's own property
- B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
- D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
- E) attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment but in respect of Section 1 shall not include any work undertaken Offshore

Offshore

Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

Event

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Insured's Contribution

Insured's Contribution shall mean the amount or amounts specified in the Schedule which the insured agrees to pay

Intellectual Property Rights

Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

Terrorism

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

Asbestos

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

(APPLICABLE TO PROPERTY DAMAGE – SECTION 4 ONLY)

Damage

Damage shall mean loss destruction or damage

Failure of a System

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities

Insurable Amount shall mean the cost of reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance

Microchip

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers

Office Machines

Office Machines shall mean typewriters duplicators photocopying machines calculators accounting machines telephone installations computer equipment dictating equipment postal and franking machines and similar office machinery for an amount not exceeding £1,000 any one machine

Property Insured

Property Insured shall mean

- business tools and other trade equipment
- Office Machines
- patterns models moulds plans and designs
- documents manuscripts stationery and business books (but excluding computer systems records) for an amount not exceeding £500
- any property to be incorporated in contract works undertaken by the Insured for an amount not exceeding £1,000

all being the property of the Insured or for which they are responsible

Specified Peril

Specified Peril shall mean fire or explosion or lightning or aircraft or other aerial devices or articles dropped therefrom or earthquake or riot or civil commotion or malicious persons or storm or flood or escape of water or oil from any tank apparatus or pipe or impact of theft or subsidence ground heave or landslide

System

System shall include computers and other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Territorial Limits

Territorial Limits shall mean England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man including transit by road rail sea or air thereto and therefrom

Terrorism

- A) In Great Britain and Northern Ireland Terrorism shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- B) In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism shall mean any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to
- i) influence any government or any international governmental organisation or
 - ii) put the public or any section of the public in fear

Virus

Virus shall mean programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets or internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

Denial of Service Attack

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems

The definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Hacking

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the Insured or not

Insured's Contribution

Insured's Contribution shall mean the first part of each and every loss to be borne by the Insured after the application of all other terms and conditions of the insurance including but not limited to the Underinsurance Provision

Nuclear Installation

Nuclear Installation shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

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

Nuclear Reactor

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

Private Individual

Private Indivoy of Trustees where insurance is arranged under the terms of a trust

- B) a person who owns Residential Property for the purpose of their business as a sole trader

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured

Residential Property

Residential Property shall mean houses and blocks of flats and other dwellings (including household contents and personal effects of every description)

Terrorism

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

Virus or Similar Mechanism

Virus or Similar Mechanism shall mean any program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

Section 1 Employers' Liability

The Company will provide indemnity to any Person Entitled to Indemnity

1. against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
or
 - B) while temporarily outside these territories
arising out of and in the course of employment by the Insured in the Business
 2. against legal liability for claimant's costs and expenses in connection with 1 above
 3. in respect of
 - A) costs of legal representation at
 - i) any coroner's inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury
which may be the subject of indemnity under this Section
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above
- incurred with the Company's written consent

General Provisions

Provided that in respect of any one Event

1. the total amount payable under this Section (including all Extensions Additional Clauses and Memoranda) shall not exceed the Limit of Indemnity

2. the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof
3. the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Insured both as defined herein

Exclusions To Section 1

The indemnity will not apply to legal liability

1. Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
where such legal liability is
 - i) that of any principal
 - ii) accepted under agreement and would not have attached in the absence of such agreement

2. Road Traffic Legislation

in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

Extensions To Section 1

(each of which is subject otherwise to the terms of this Policy)

1. Unsatisfied Court Judgments

In the event of a judgment for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man
in any court situate in the territories specified in B) above and
- C) remaining unsatisfied in whole or in part six months after the date of such judgment at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- A) there is no appeal outstanding
- B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company

2. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- A) any director or partner of the Insured £500
- B) any Employee £250

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Section 2 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

1. up to the Limit of Indemnity against legal liability for damages in respect of

- A) accidental Injury of any person
- B) accidental loss of or damage to Property
- C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

2. against legal liability for claimant's costs and expenses in connection with 1 above

3. in respect of

- A) costs of legal representation at
 - i) any coroner's inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above

which may be the subject of indemnity under this Section

- B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

General Provisions

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere the following shall apply
 - i) the total amount payable by the Company in respect of 1 above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity
 - ii) the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment
 - iii) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled

The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

- iv) where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- v) the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

The total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Insured both as defined herein

Exclusions To Section 2

The indemnity will not apply to legal liability

1. Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any

- A) mechanically propelled vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at the premises of the Insured
 - iii) the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2. Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business

3. Property in the Insured's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than

- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
 - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement

- ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

4. Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

5. Product Defects and Recall

A) in respect of loss of or damage to any

- 1) product supplied
 - 2) contract work executed
- } by the insured

caused by any defect therein or the unsuitability thereof for its intended purpose

B) for the costs of recall removal repair alteration replacement or reinstatement of any

- 1) product supplied
 - 2) contract work executed
- } by the insured

necessitated by any defect therein or the unsuitability thereof for its intended purpose

6. Professional Risks

arising from or in connection with

- A) advice
 - B) design
 - C) specification
- } provided for a fee

7. Contractual Liability

arising from or in connection with any

- 1) product supplied
 - 2) contract work executed
- } by the insured

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

8. Disposed Premises

for the costs of remedying

- A) any defect or alleged defect
- B) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials in premises disposed of by the Insured

9. Fines or Penalties

for

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction
- C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

10 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11 War and Allied Risks

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

12 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

13 Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

Extensions To Section 2 (EACH OF WHICH IS SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY)

1. Cross Liabilities

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

2. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- A) any director or partner of the Insured £500
- B) any Employee £250

3. Contingent Motor Liability

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Insured
- C) in respect of which the Insured is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4. Overseas Personal Liability

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

5. Data Protection Act 1998

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Company will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Insured at the commencement of this Extension
- E) legal liability where indemnity is provided by any other insurance

Special Conditions

Application of Heat Away from the Premises

In respect of Section 2 it is warranted that the following precautions are complied with on each occasion there is application of heat involving a naked flame open heat source or hot air paint stripper away for the Insured's premises

- A) The area of the work will be cleared of combustible material for a safe distance from or beneath the place where such work is being carried out A safe distance shall not be less than fifteen metres when welding or cutting operations are carried out

Where such precautions are impracticable such material will be covered with not-combustible blankets or screens Combustible parts of premises will be similarly protected

- B) At least one fire extinguisher of a type suitable for the combustible material and the premises will be kept immediately adjacent to the area of work in full working order and available for immediate use
- C) Equipment will be lit as short a time as possible before use and extinguished immediately after use
- D) Equipment which is lit or switched-on will not be left unattended
- E) A thorough examination for any signs of combustion will be made within or below the area in which work has been undertaken half an hour after the termination of each period of work

Car Parks

It is a condition of Section 2 that at any garage or parking space owned by or under the control of the Insured that notices shall be displayed permanently in prominent position stating that the Insured is not liable for any loss of or damage to any vehicle or anything in or about any vehicle and a similar notice shall be printed on every ticket issued by the Insured in respect of the garaging or parking of any vehicle

Memorandum

Index Linking

The Company will adjust the estimates of turnover and wages provided by the Insured and on which the premium for this Section is based in line with suitable indices of costs and the premium for renewal will be based on the adjusted amount

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Section 3 Legal Defence Costs

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's written consent
- B) costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts A and B below

Part A

In respect of a breach of

- 1. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured

Part B

In respect of a breach of

- 1. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- 2. Part II of the Consumer Protection Act 1987

General Provisions

Provided that in respect of Part A and B

- 1. the indemnity will not apply
 - A) to fines or penalties of any kind
 - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
 - C) where Injury of any person or loss of or damage to Property has occurred
 - D) where indemnity is provided by any other insurance
 - E) to proceedings consequent upon any deliberate act or omission by
 - i) the Insured
 - ii) any partner or director of the Insured
 - iii) any Employee with any specific responsibility for compliance with the legislation specified in this Section

which could reasonably have been expected to constitute a breach of the legislation specified in this Section

- F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials

2. the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment

The Company will then relinquish control of such claims and be under no further liability in respect thereof

3. where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

Special Provision

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf

THIS SECTION ONLY APPLIES WHERE BUSINESS EQUIPMENT IS SHOWN AS OPERATIVE IN THE SCHEDULE

Section 4 Property Damage Insurance

If any of the Property Insured suffers Damage by any cause not otherwise excluded whilst within the Territorial Limits the Company will in accordance with the provisions of the insurance pay to the Insured the amount of loss or at its option reinstate or replace such property

Provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured nor in respect of any item its sum insured or any other stated limit of liability

Exclusions

This insurance does not cover

Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

War and Allied Risks

Damage occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Pollution and Contamination

Damage caused by pollution or contamination except destruction of or damage to the Property Insured caused by pollution or contamination which itself results from a Specified Peril

Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any subsequent loss directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof

Terrorism

Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and
- B) in Northern Ireland
 - i) riot or civil commotion
 - ii) strikers locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion

This insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

Electronic Risk

- A) Damage to Data which shall include but shall not be limited to
- i) Damage to or corruption of Data whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of Data
 - iii) unauthorised transmission of Data to any third parties
 - iv) Damage arising out of any misinterpretation use or misuse of Data
 - v) Damage arising out of any operator error in respect of Data
- B) Damage to the Property Insured arising directly or indirectly from
- i) the transmission or impact of any Virus
 - ii) unauthorised access to a System
 - iii) interruption of or interference with electronic means of communication used in the conduct of the Insured's business including but not limited to any diminution on the performance of any website or electronic means of communication
 - iv) Failure of a System

Damage

- A) Damage caused by
- i) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
 - ii) alterations maintenance repairs or any process of cleaning or restoring
 - iii) delay confiscation or detention by order of any government or public authority
 - iv) counterfeit substitute or foreign coins
- B) Damage due to or consisting of
- i) mechanical or electrical breakdown or derangement
 - ii) breakage of electrical valves bulbs or tubes
 - iii) depreciation
 - iv) any person obtaining any property by deception

Insured's Contribution

The Insured's Contribution (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Insured as ascertained after the application of all other terms and conditions of the insurance including the Underinsurance Provision

Insured's Contribution

£250

The Insurance Provided

In respect of the Property Insured the Company will pay

- A) the cost of reinstatement being
- where the property is destroyed the cost of its replacement by similar property
 - where the property is damaged the cost of repairing or restoring the damaged portions

to a condition substantially the same as but not better or more extensive than its condition when new

- B) the cost of removing debris being
the cost incurred with the Company's consent in removing debris and dismantling property but excluding any costs or expenses
- i) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
 - ii) arising from pollution or contamination of property not insured by this Policy

The undernoted provisions apply

Partial Damage

Where Damage occurs to only part of the property the Company's liability shall not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed

Alternative Basis of Settlement

The Company's Liability shall be limited to the Alternative Basis of Settlement (as defined below)

- A) until the cost of reinstatement has actually been incurred
- B) if reinstatement is not carried out as quickly as is reasonably practicable
- C) if at the time of its Damage the property is covered by any other insurance effected by or on behalf of the Insured and such other insurance is not on the identical basis of reinstatement defined in cost A

Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its Damage including the cost of removing debris as defined in cost B above and subject to the provisions and exceptions applying to those costs

Special Provisions

Underinsurance

If at the time of the Damage the sum insured by the relative item is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced

Reinstatement by the Company

The Company may at its own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner

The Insured shall at their own expense produce and provide the Company with all such plans documents books and information as the Company may reasonably require

Security Condition

It is a condition of your Policy that

1. in respect of any building owned or used by the Insured for storing the Property Insured
 - A) all external doors be kept closed and locked
 - B) all windows be kept closed and window locks (where window locks are fitted) be brought into full operation
 - C) any intruder alarm system (where fitted) be brought into full operation whenever such building is not attended by the Insured or a member of his immediate family or an authorised employee
2. any motor vehicle used by the Insured and in which the Property Insured is stored or transported be kept fully locked whenever such vehicle is not attended by the Insured or a member of his immediate family or an authorised employee

Failure to observe this condition may result in a claim under this Section not being paid or payment reduced

Guidance When Making A Claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Complaints Procedure

Our commitment to customer service

At MORE TH>N we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: MORE TH>N RSA
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 0234567 (for landline users)
0300 1239123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

morethanbusiness.com



MORE TH>N BUSINESS is a trading style of Royal & Sun Alliance Insurance plc. (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Calls may be recorded and monitored.

R02433J (07-16)