

# Qdos Office Protect Policy Wording

This Insurance Policy has been arranged by Qdos Broker & Underwriting Services Limited and the insurance is provided by Ageas Insurance Limited.

Ageas Insurance Limited, Registered in England and Wales No. 354568  
Registered Office Address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh,  
Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited and Ageas Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check their website ([www.fca.org.uk](http://www.fca.org.uk)), which includes a register of all the firms they regulate. Or you can phone them on 0800 111 6768.

## Contents

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<b>Section</b>	<b>Page number</b>
Introduction	2
Complaints Procedure	2
Special benefits for Policyholders	5
Prevention protects profits	6
Definitions	6
Section 1. Contents	10
Section 2. Legal Liability	16
Section 3. Computers	23
Section 4. Business Interruption	25
Section 5. Legal Expenses	29
General Exclusions	41
General Conditions	43
Claims Reporting	50

## **Introduction**

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The *Insured* has applied for this insurance to Ageas Insurance Limited (the *Company*) by a *Proposal* which is the basis of this contract and is deemed to be incorporated herein and in consideration will pay the premium.

In return the *Company* will provide the insurance as described in this Policy subject to the Terms and Conditions and Exclusions of this Policy.

The Policy the Schedule and any Endorsements shall be read together as one document.

Your Policy is a valuable document and we recommend that you study it carefully particularly the pages headed General Exclusions and General Conditions. You may find the pages headed Definitions helpful as we have set out the meaning of some words and terms used throughout this Policy.

Your Policy provides cover against clearly specified events but in common with other insurances only against those events Your Policy is not a "maintenance contract" and does not provide cover for normal wear tear or deterioration It is your continuing responsibility to ensure that your property is properly maintained and kept secure.

Most accidents and losses can be prevented with a little forethought and the page headed Prevention Protects Profits outlines the minimum standards that we normally require.

## **Customer Service**

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If you have a query regarding this insurance please contact the most suitable contact from the following:

For queries regarding your insurance or a claim under section 5 please contact:

Qdos Broker & Underwriting Services Limited  
Windsor House  
Humberstone Lane  
Thurmaston  
Leicester  
LE4 9HA  
Tel: 01455 852100 Fax:01455 841000

If your query is in relation to a claim under sections 1-4 then please contact:

Ageas Insurance Limited  
Commercial Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
PO6 4TY  
Phone: 0844 748 0117 Email: [claims.commercial@ageas.co.uk](mailto:claims.commercial@ageas.co.uk)

## **Complaints Procedure**

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We are committed to treating you fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

For complaints about section 5 please contact

The Nominated Complaints Handler  
Qdos Broker & Underwriting Services Limited  
Windsor House  
Humberstone Lane  
Thurmaston  
Leicester  
LE4 9HA  
Tel: 01455 850000 Fax: 01455 841000

For complaints about claims under sections 1-4, contact the insurer directly by:

Writing to:

Ageas Insurance Limited  
Commercial Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
PO6 4TY

Phone: 0844 748 0117

Email: [claims.director@ageas.co.uk](mailto:claims.director@ageas.co.uk)

For complaints about sections 1-4 of your policy, contact the insurer directly by:

Writing to:

Ageas Insurance Limited  
6<sup>th</sup> Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB

Phone: 0844 892 2114

Email: [commercial.schemes@ageas.co.uk](mailto:commercial.schemes@ageas.co.uk)

We promise to:

- Acknowledge your complaint within five days of receiving it;
- Have your complaint reviewed by a senior member of staff;
- Tell you the name of the person managing your complaint; and
- Respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

#### **Financial Ombudsman Service**

If you are not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 March Wall  
London  
E14 9SR.

Phone: 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile

You can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

If you take any of the action mentioned above, it will not affect your right to take legal action.

**Financial Conduct Authority**

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Financial Services Compensation Scheme**

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **0800 678 1100** or **020 7741 4100**.

## **Special Benefits for Policyholders**

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### **1. Helplines**

You can obtain legal advice on UK Law by telephoning the Qdos Legal Advice Line. The telephone number can be found on your Schedule of Insurance. You will need to quote your Policy number.

Advice can be sought on a wide range of areas of law, including employment, tax, health & safety and contract. The advice is provided by qualified HR consultants, solicitors and Tax experts and is confidential and impartial. Conversations may be recorded in the interests of quality of advice and training.

The Qdos Legal Advice Line is not empowered to give advice on the admissibility of any *Claim* under this Policy. If you wish to make a *Claim* or have a query about the Policy cover you must contact our claims department.

The *Insured* may use Qdos' helpline service to obtain advice on any tax and employment matters in connection with the *Business or Profession*.

Advice is given without charge and all calls are strictly confidential.

The helpline number is **01455 852085**

### **2. Replacement Glazing**

You may arrange for the replacement of broken windows at your premises by telephoning the following number: 01204 877177.

This facility is available 24 hours every day and where necessary premises will be made safe by boarding up.

The *Company* will settle accounts direct with the supplier except where the replacement is not within the scope of the cover provided by this Policy.

*The Special Benefits above have been arranged for the convenience of Policyholders and do not create a contractual relationship with Ageas Insurance Limited or form any part of the Policy*

## Prevention Protects Profits

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Please note that the following information does not form part of the conditions of this Policy. The following information is intended to provide the *insured* with best practice advice in reducing the risk of sustaining loss or damage to property and contents.

### Heating

- *All heating apparatus and appliances at the Premises should be kept clear of combustible materials*
- All night storage heaters at the *Premises* should be fitted with sloping wire-guards to prevent combustible materials being placed on them
- All open fires should be fitted with spark guards
- All forms of portable heaters should be turned off when the *Premises* are left unattended
- Electric wiring should be checked every 5 years
- Exposed pipework should be lagged

### Fire Prevention

At least one of the following portable fire extinguishers of a type approved by the *Company* should be kept in the *Premises* and maintained in efficient working order

- 9 litres or 2 gallon water type
- 9 litres or 2 gallon foam type
- 8 kilograms or 20lb CO2 (in at least 2 extinguishers)
- 4 kilograms or 10lb dry powder

### Waste

All oily or greasy waste and cloths should be kept in metal receptacles with metal lids and removed from the *Buildings* at the end of each working day and from the *Premises* at intervals not exceeding one week.

All other trade waste should be swept up at the end of each working day placed in metal receptacles with metal lids and removed from the *Premises* at intervals not exceeding one week

## Definitions

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The words defined below will have the same meaning wherever they appear in italics in this Policy.

### Accounts Receivable

The records of Credit Accounts of the *Business or Profession* kept in the *Buildings*.

### Average

A sum insured is declared to be subject to Average if the sum insured at the time of the loss damage or destruction hereby insured is less than 85 per cent of the total value of the property Insured then the *Insured* shall be considered as being his or her own insurer for the difference and shall bear the appropriate proportion of the loss accordingly.

### Buildings

Building of *Standard Construction* including Officefront and all landlords fixtures and fittings thereon at the *Premises* occupied for the purpose of the *Business or Profession* and for private dwelling or such other purposes as described in the Schedule.

### Business Hours

Hours during which the *Insured* or an *Employee* is on the *Premises* for the purposes of the *Business or Profession*.

**Business or Profession**

The *Business or Profession* specified in the Schedule and if Contents are insured under this Policy then it also includes:

1. the provision and management for the benefit of the *Insured Directors Partners or Employees* of canteens social sports educational or welfare facilities and first aid fire security and ambulance services;
2. the ownership and routine maintenance and repair of the *Premises* from which the *Business or Profession* is conducted;
3. the performance of any other duties by *Employees* at the request of the *Insured* or any *Director or Partner*.

**Company**

Ageas Insurance Limited

**Defined Perils**

Fire, lightning, explosion, theft, earthquake, aircraft, or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal or any article dropped from a road vehicle.

**Director**

A director of the *Insured*.

**Documents**

Business books documents manuscripts computer system records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproduction and not the value to the *Insured* of the information contained therein.

**Employee**

Any person:

1. under a contract of service or apprenticeship with the *Insured*;
2. self-employed or labour only sub-contractor or labour master or person supplied by any of them;
3. seconded to acquire work experience under a scheme or otherwise;
4. hired to or borrowed by the *Insured*;

whilst working for the *Insured* in the course of the *Business or Profession*.

**Excess**

The amount that will be deducted by the *Company* from the total agreed amount of any claim (only one excess will be deducted from the total amount for claims arising out of one event).

**Hacking**

Unauthorised access to any computer or other equipment auxiliary equipment or component or system or item which processes stores transmits or retrieves data whether the property of the *Insured* or not.

**Injury**

Bodily injury, death, illness, disease or shock causing bodily injury.

**Insured**

The person or persons or corporate body named in the Schedule and includes:

1. in the event of the *Insured's* death the legal personal representatives in respect of liability incurred by the *Insured*;
2. at the *Insured's* request any *Employee Director or Partner*.

**Money**

Coin bank and currency notes, bankers drafts, postal and money orders, cheques, Giro cheques, bills of exchange, crossed warrants, unused postage stamps, holiday with pay stamps, National Insurance Stamps, stamped holiday with pay cards, stamped National Insurance Cards, National Savings Certificates, Premium Bonds, Luncheon Vouchers, Credit and Debit Card Sales vouchers, gift tokens, consumer redemption vouchers, trading stamps, telephone cards, unexpired units in franking machines and VAT purchase invoices

the *Insured's* own or for which he or she is responsible and pertaining to the *Business or Profession*.

**Notifiable Human Disease**

Illness sustained by any person resulting from:

- a) food or drink poisoning or
- b) any human infectious or human contagious disease {excluding Acquired Immune Deficiency Syndrome (AIDS)} an outbreak of which the competent local authority has stipulated will be notified to them.

**Office front**

The windows, doors, frames, signs and walling including security fittings and fixed associated electrical equipment all forming part of the front of the *Premises*.

**Office or Surgery**

Those parts of the *Buildings* used for clerical or professional purposes in connection with the *Business or Profession*.

**Offshore**

As from the time when the *Insured* or *Employees* or any other person or persons for whom the *Insured* may be responsible embark onto a conveyance at the point of final departure to an *Offshore* rig *Offshore* platform or *Offshore* installation until such time as they disembark from the conveyance onto land upon their return from an *Offshore* rig or an *Offshore* platform or an *Offshore* installation.

**Other Contents**

1. *Documents*;
2. *Directors, Partners, Employees* and visitors, pedal cycles, and other personal effects for an amount not exceeding £500 in respect of any one person.

**OutBuildings**

Any outbuilding used in conjunction with the *Buildings* together with septic tanks storage tanks fixed signs lighting standards paved terraces verandas patios drives paths walls gates and fences.

**Partner**

A partner of the *Insured*.

**Polluting or Contaminating or Seeping Substances**

Any solid, liquid, gaseous or thermal irritant, or contaminant including but not limited to smoke, vapour, fumes, acid, alkalis, chemicals, dust, micro-organisms, and waste including material to be recycled, reconditioned or reclaimed.

**Pollution or Contamination**

1. All Pollution or Contamination of *Buildings* or other structures or of water or land or the atmosphere;
2. All *Injury* loss or damage to material property directly or indirectly caused by Pollution or Contamination arising from *Polluting or Contaminating or Seeping Substances*.

**Premises**

The *Buildings* including *OutBuildings* and land used for the *Business or Profession* and situated as stated in the Schedule.

**Proposal**

Any signed proposal form and declaration or any Statement of Facts and any other information in connection with this insurance supplied by or on behalf of the *Insured*.

**Remediation**

Includes "*Remediation*" under the Environment Act 1995.

**Standard Construction**

Constructed of brick, stone, or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets composed entirely of non-combustible mineral ingredients.

**Tenants Improvements**

Decorations and improvements to the *Buildings* including landlords fixtures and fittings for which the *Insured* is responsible as tenant and not as owner.

**Territorial Limits**

England, Scotland, Wales, Northern Ireland the Channel Islands and the Isle of Man. For portable equipment this definition is extended to include the European Union, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, FYR Macedonia, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and those parts of Turkey on the European mainland.

**Unoccupied**

In respect of the *Office or Surgery* means closed for *Business or Profession* use for more than 21 consecutive days and in respect of any other part of the *Premises* means without an authorised occupant therein for more than 21 consecutive days.

**Virus or Similar Mechanism**

Program code programming instruction or any set of instructions intentionally constructed with the ability to interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not.

This Definition includes but is not limited to Trojan horses worms and logic bombs.

## Section 1. Contents

### This Policy Will Cover

The *Company* will indemnify the *Insured*

#### Contents

If the Contents specified in the Schedule are lost damaged or destroyed whilst within the *Office or Surgery*

#### Debris Removal

for the costs and expenses necessarily incurred in removing debris as a result of loss damage or destruction insured by this Section

#### Property Temporarily Removed

If trade fixtures fittings machinery or *Documents* are lost damaged or destroyed whilst temporarily removed from the *Office or Surgery* (including whilst in transit) but remaining within the *Territorial Limits*

#### Replacement of Locks

for the cost incurred in replacement of locks to the *Office or Surgery* or to any safe or strongroom within the *Office or Surgery* following loss of keys

### This Policy Will Not Cover

The *Company* will not be liable for

- (a) the *Excess* of £500 in respect of loss damage or destruction caused by animals on the *Premises* for the purposes of the *Business or Profession*
- (b) the *Excess* of £250 for all other losses
- (c) loss damage or destruction
  - (i) except as mentioned in the Schedule or in any Section of this Policy to deeds bonds *Money* or securities of any description furs jewellery precious stones precious metals except precious metals used in any Medical or Dental practice bullion works of art coins rare books explosives motor vehicles or their accessories
  - (ii) when the *Office or Surgery* is *Unoccupied* unless the loss damage or destruction is caused by Fire Lightning Explosion Earthquake Subterranean Fire Aircraft or Impact
  - (iii) of keys to the *Office or Surgery*
- (d) theft unless following forcible and violent entry to or exit from the *Buildings* or any attempt thereat including threat of personal violence to the *Insured* or any *Employee*
- (e) any amount in excess of £500 in total in respect of wines spirits and tobacco

(See also Section Exclusions Page 25)

- (a) costs and expenses
  - (i) incurred in removing debris except from the site of such property damage or destroyed and the area immediately adjacent to such site
  - (ii) arising from *Pollution or Contamination* of property not insured by this Policy
- (b) any amount in excess of £10,000
- (a) the *Excess* of £250
- (b) theft when not in a locked building
- (c) Storm Flood or Accidental Damage when not in a building
- (d) pedal cycles and personal effects
- (e) *Documents* in transit
- (f) any amount in excess of 15 per cent of the Sum insured

- (a) replacement of locks arising from theft of keys from the *Office or Surgery* out of *Business Hours* or when the *Office or Surgery* is *Unoccupied*

(b) any amount in excess of £1,000

**Metered Water**

the cost incurred by the *Insured* as determined by the Water Supply Undertakings Meter for charges demanded by the Water Supply Undertaking *Company* following insured damage to water apparatus after the point of the service feed to the *Premises*

- (a) the *Excess* of £250
- (b) for any damage not discovered within 180 days
- (c) for any loss occurring when the *Buildings* in which the loss occurs are *Unoccupied*
- (d) any amount in excess of £2,500

**Tenants' Liability for Damage**

(a) Underground Services and Septic Tanks

for the cost of repair of accidental damage for which the *Insured* is responsible as tenant and not as owner to

- (a) (i) the *Excess* of £250
- (ii) any amount in excess of £10,000

- (i) septic tanks
- (ii) underground services (including covers) extending from the *Premises* to the public mains

(b) Theft Damage

for the cost of repair of damage to the *Buildings* or *OutBuildings* for which the *Insured* is responsible as tenant and not as owner following theft or attempted theft

- (b) (i) the *Excess* of £250
- (ii) damage when the *Buildings* are *Unoccupied*
- (iii) any amount in excess of £10,000

(c) Rented *Buildings* or *OutBuildings*

against legal liability for loss or damage to the *Buildings* or *OutBuildings* hired or rented to the *Insured* for the purpose of the *Business* or *Profession*

- (c) (i) the *Excess* of £250
- (ii) loss or damage assumed by the *Insured* under a tenancy or other agreement which would not have attached in the absence of such agreement
- (iii) any amount in excess of the Public Liability Limit of Indemnity stated in the Schedule in respect of any claim under this Insurance and Section 3.2 arising out of any one occurrence or series of occurrences attributable to one original cause or source.

**Additional Benefits - Section 1. Contents**

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**1. Automatic reinstatement of sums insured**

The Sums insured will not be reduced by the amount of any claim unless the *Company* gives written notice to the contrary

**2. Inflation protection**

The Sums insured on *Contents* and *Other Contents* and *Tenants Improvements* are increased monthly by the percentage movement in the General Index of Retail Prices or any alternative index specified by the *Company*

The *Company* will not charge additional premium for the changes in the Sums insured which will occur monthly but the next renewal premium will be calculated on the adjusted Sums insured

Sums insured will not be reduced when an index figure reduces However such Sums insured will not be subsequently increased due to an increase in the index until the index rises above the point at which it originally reduced

### 3. Reinstatement

In the event of trade fixtures fittings and machinery being lost damaged or destroyed the basis upon which the amount payable is to be calculated will be the Reinstatement of the property lost damaged or destroyed subject to the following Special Provisions and subject also to the terms and conditions applying to this Section except in so far as the same may be varied hereby

Reinstatement means the carrying out of the following work

- (a) where the property is lost or destroyed its replacement by similar property in a condition equal to but not better nor more extensive than its condition when new
- (b) where the property is damaged the repair of the damage and the restoration of the damaged portion of such property to a condition substantially the same as but not better nor more extensive than its condition when new

Reinstatement: Special Provisions

- (i) When property insured under this Additional Benefit is lost damaged or destroyed in part only the liability of the *Company* will not exceed the sum representing the cost which the *Company* could have been called upon to pay for Reinstatement if such property had been wholly destroyed
- (ii) If at the time of Reinstatement the sum representing 85 per cent of the cost which would have been incurred in the Reinstatement if the whole of the property had been destroyed exceeds the Sum insured thereon at the commencement of any loss damage or destruction to such property the *Insured* will be considered as being his or her own insurer for the difference between the Sum insured and the sum representing the cost of Reinstatement of the whole of such property and will bear an appropriate proportion of the loss damage or destruction accordingly
- (iii) No payment beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein will be made if at the time of any loss damage or destruction to any property insured hereunder such property will be covered by any other insurance effected by or on behalf of the *Insured* which is not upon the identical basis of Reinstatement set forth herein
- (iv) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein the rights and liabilities of the *Company* and the *Insured* in respect of the loss damage or destruction will be subject to the terms and conditions applying to this Section including any Condition of *Average* as if this Additional Benefit had not been incorporated herein

## Additional Insurances - Section 1. Contents

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### This Policy Will Cover

This section also insures loss, damage, or destruction to

#### 1. Portable Equipment

the portable equipment up to the sums insured specified in the Schedule

#### 2. Documents in Transit

*Documents* in transit within the *Territorial Limits* in the custody of the *Insured Director Partner* or an *Employee* or by post or courier service up to the Sum insured stated in the Schedule

#### 3. External Signs and Nameplates

external signs and nameplates

### This Policy Will Not Cover

The *Company* will not be liable for

- (a) the *Excess* of £250
- (b) theft or attempted theft from any unattended conveyance
- (c) any loss damage or destruction occurring outside the *Territorial Limits* unless otherwise specified in the Schedule
- (a) *Money* or securities for *Money*
- (b) Negotiable instruments
- (a) the *Excess* of £100
- (b) any amount in excess of £500

#### 4. Glass

fixed glass polycarbonate and fixed sanitaryware for which the *Insured* is responsible within or forming part of the *Buildings*

- (a) the *Excess* of £100
- (b) glass polycarbonate or sanitaryware already cracked or broken
- (c) breakage caused by installation removal or repairs to the *Buildings*
- (d) damage by scratching
- (e) any amount in excess of £5,000

#### Additional Expenses

The *Company* will pay for repair or replacement of framework lettering or alarm foil resulting from the breakage of glass *Insured*

#### 5. Money

*Money* within the *Territorial Limits* up to the Limits of Liability stated in the Schedule

- (a) the *Excess* of £100
- (b) depreciation shortages errors omissions or consequential loss of any kind
- (c) loss arising from theft fraud or dishonesty of a *Director Partner* or *Employee*
  - (i) not discovered within 7 working days of the event
  - (ii) *Insured* by a fidelity guarantee insurance
- (d) loss from any unattended vehicle
- (e) loss from any coin operated machine
- (f) loss by forgery or deception

#### Money: Special Terms

##### (i) Aggregation

The aggregate liability of the *Company* in respect of any one loss under this or any other Policy or Policies issued by the *Company* will not exceed the amounts shown under the Limits of Liability

##### (ii) Keys

It is a condition precedent to the liability of the *Company* that all keys or notes of combinations to safes or strongrooms shall be in the custody of the *Insured Director Partner* or authorised *Employee* during *Business Hours* and not left in the *Office* or *Surgery* out of *Business Hours*

#### 6. Robbery Assault

If the *Insured* or any *Employee Director* or *Partner* sustains accidental bodily *Injury* as a direct result of robbery or attempted robbery in the course of his or her employment in the *Business* or *Profession* which independently of any other cause results in death or disablement occurring within 12 months of such *Injury* then the *Company* will pay to the *Insured Employee Director* or *Partner* the Benefit specified below

- (a) any *Injury* to any person who at the time of sustaining *Injury* or damage is under 16 or over 70 years of age
- (b) an *Injury* which is in any way brought about by or with the collusion of the *Insured* or *Employees Directors* or *Partners*
- (c) an *Injury* which is in any way brought about by any existing physical defect or infirmity drugs or intoxication

## Benefits

1	Death	£10,000
2	Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£10,000
3	Total irrecoverable loss of sight in one or both eyes	£10,000
4	Permanent total disablement (other than through loss of limbs or sight) from any gainful occupation	£10,000
5	Total uninterrupted disablement from engaging the usual occupation for a maximum of 104 weeks at the rate per week of	£100
6	Clothing or personal effects damaged as a direct result of robbery to an amount not exceeding	£250

## Robbery Assault: Special Terms

- (i) No payment will be made until the total amount due in respect of any one *Injury* shall have been ascertained
- (ii) Not more than one of the Benefits 1 to 4 above will be payable and any amount paid or payable under Benefit 5 in respect of the same occurrence will be deducted from the amount payable under Benefits 1 to 4
- (iii) The receipt of the person entitled to compensation or his or her legal personal representatives will in all cases be an effectual discharge to the *Company*
- (iv) The injured person will at his or her own expense furnish all certificates and information in such form and of such nature as the *Company* may reasonably prescribe and as often as required by the *Company* submit to medical examination on behalf of the *Company* as its own expense in respect of any bodily *Injury* sustained the *Company* will in the event of the death of such person be entitled to a post-mortem examination at its own expense

## 7. Trace and Access

- (a) the reasonable costs incurred by the *Insured* with the consent of the *Company* in locating the source of any escape of water from any fixed water tank apparatus or pipe at the *Premises* including subsequent repairs to walls floors or ceilings within the *Buildings*
- (a) Any amount in excess of £1,500
- (b) for the cost of repairs to the fixed water tank apparatus or pipe

## General Exclusions - Section 1. Contents

The *Company* will not be liable for:

- (a) the cost of repair or replacement of plant or machinery caused by wear and tear breakdown or lack of maintenance;
- (b) loss damage or destruction to electric wiring machines or appliances caused by self-ignition;
- (c) loss damage or destruction caused by:
  - (i) atmospheric or climatic conditions apart from Storm or Flood;
  - (ii) vermin rot mould or toxic mould fungus insects or birds inherent vice latent defect natural or gradual deterioration wear and tear;
  - (iii) animals which are not on the *Premises* for the purpose of the *Business or Profession*;
  - (iv) faulty or defective design materials workmanship maintenance or any process of cleaning renovation or repair;
  - (v) subsidence ground heave or landslip;
  - (vi) electric or mechanical failure breakdown derangement or misuse;
  - (vii) disappearance unexplained or inventory shortage misfiling or misplacing of information;
  - (viii) erasure or distortion of information on computer systems and computer system storage media and any other records unless caused by accidental loss damage or destruction not otherwise excluded to the machine or storage media on which the computer systems and software and other records are held nor for the value to the *Insured* of the information itself;
  - (ix) the deliberate act of any public service supplier to withdraw or restrict public water gas electricity or telecommunication services including but not limited to withdrawal of service due to industrial action;
- (d) loss damage or destruction to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the *Insured* or not but this shall not exclude loss damage or destruction which results from a Defined Peril (other than the acts of thieves and malicious persons which do not involve physical force and violence).

## Section 2. Legal Liability

### 1. Employers Liability

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#### **This Policy Will Cover**

The *Company* will indemnify the *Insured* against

All sums which the *Insured* shall become legally liable to pay as damages and claimants costs and expenses in respect of *Injury* sustained by any *Employee Director* or *Partner* arising out of and in the course of employment by the *Insured* within the *Territorial Limits* in connection with the *Business or Profession* during the Period of Insurance

The Employers Liability Indemnity provided is deemed to be in accordance with the provisions of any law relating the compulsory insurance of liability to *Employees* within the *Territorial Limits*. However the *Insured* will repay to the *Company* all sums paid by the *Company* which the *Company* would not have been liable to pay but for the provisions of such law

#### **Limit Of Indemnity**

The maximum liability of the *Company* inclusive of all costs and expenses payable under this Section and Extensions of this Section shall be the Limit of Indemnity stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

#### **Discharge of liability**

The *Company* having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the *Insured* in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Indemnity (less any amounts already paid or incurred) or
- (ii) such other amount for which the claim or claims may be settled

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

#### **This Policy Will Not Cover**

The *Company* will not be liable for

- (a) *Injury* sustained by any *Director* or *Employee* while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the *Territorial Limits*
- (b) liability arising out of any work undertaken and/or visit *Offshore*

### **This Policy Will Cover**

The *Company* will also indemnify the *Insured* against

#### **Employees Unsatisfied Damages**

If a judgement for damages or costs in respect of *Injury* sustained by an *Employee* arising out of and in the course of employment or engagement by the *Insured* in connection with the Business and arising from an accident occurring within the *Territorial Limits* during the Period of Insurance

- (a) is obtained by such *Employee* in any Court situate within Great Britain Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the *Insured* domiciled or operating from *Premises* within those territories and
- (b) remains wholly or partly unsatisfied six months after the date of such judgement

at the request of the *Insured* the *Company* will pay to such *Employee* the amount of the damages and costs remaining unsatisfied

Provided that

- (i) there is no appeal outstanding
- (ii) the *Employee* has assigned the judgement to the *Company*

#### **Legal Costs and Expenses**

The *Company* will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its prior written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event

which may be the subject of indemnity under this Section

#### **Legal Defence Costs**

The *Company* will be liable for all costs and expenses incurred with its prior written consent in respect of the defence of

- (a) the *Insured*
- (b) at the *Insured's* request any *Director Partner or Employee*

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (a) the Health and Safety at Work etc. Act 1974
- (b) the Health and Safety at Work (Northern Ireland) Order 1978

### **This Policy Will Not Cover**

The *Company* will not be liable for

- (a) the cost of any fine or penalty
- (b) legal costs and expenses arising out of any deliberate act or omission by the *Insured* or any *Director Partner or Employee*
- (c) legal costs and expenses where indemnity is provided by any other insurance

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the Business within the *Territorial Limits*
- (b) relates to the health safety and welfare of a *Director* or *Employee*

**Court Attendance Compensation**

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 <i>Director</i> or <i>Partner</i> | £250 |
| (b) any <i>Employee</i>                   | £150 |

## 2. Public Liability

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### This Policy Will Cover

The *Company* will indemnify the *Insured* against

All sums which the *Insured* shall become legally liable to pay as damages and claimants costs and expenses arising out of accidental

- (a) *Injury* to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water

occurring in connection with the *Business or Profession* during the Period of Insurance at the *Premises* or elsewhere in the world in the course of commercial or professional visits to undertake non-manual work in connection with *Business or Profession*

### Limit of Indemnity

The maximum liability of the *Company* in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule

Provided that the liability of the *Company* for all indemnity payable in respect of or arising out of goods sold supplied serviced repaired stored warehoused or processed shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule in any one Period of Insurance

### Discharge of Liability

The *Company* having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the *Insured* in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Indemnity (less any amounts already paid as damages) or
- (ii) such other amount for which the claim or claims may be settled

The *Company* will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment

### This Policy Will Not Cover

The *Company* will not be liable for

- (a) liability in respect of *Pollution or Contamination* including the cost of removing nullifying or cleaning up *Polluting or Contaminating or Seeping Substances or Remediation* unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance

Provided that

- (i) all *Pollution or Contamination* which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
- (ii) the liability of the *Company* for all damages and claimants costs and expenses payable in respect of all *Pollution or Contamination* which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Indemnity Limit stated in the Schedule

but in no event shall this Policy cover any liability in respect of *Pollution or Contamination* including the cost of removing nullifying or cleaning up *Polluting or Contaminating or Seeping Substances or Remediation* in the United States of America or Canada

- (b) liability for *Injury* to any *Director Partner* or *Employee* where such *Injury* arises out of and in the course of employment by the *Insured*
- (c) loss of or damage to property in the custody or control of or owned by the *Insured* or any *Director Partner* or *Employee* other than the personal property of such *Directors Partners* or *Employees*
- (d) liability arising out of the ownership possession or use by or on behalf of the *Insured* of any mechanically propelled vehicle or craft including anything attached to it
  - a) used in circumstances where insurance or security is required by law
  - b) where indemnity is provided by any other Policy or security
- (e) liability assumed under contract or agreement which would not have arisen in the absence of such contract or agreement
- (f) liability caused by or through or in connection with remedial professional or other advice or treatment given or administered by the *Insured* or any person acting on behalf of the *Insured* or any failure to give advice or treatment or any lack of professional skill
- (g) liability arising from errors in connection with the sale supply making up or prescribing or dispensing of any drug medicine medical cosmetic or toilet preparation or any preparation for the treatment of hair
- (h) liability arising from goods or products sold supplied

serviced repaired stored warehoused or processed by or on behalf of the *Insured* other than:

- (i) motor vehicles or office machinery surplus to the *Insured's* requirements
  - (ii) food or drink supplied as a service to visitors
  - (iii) proprietary branded goods except medicines sold as a service by members of the Medical or Veterinary Professions
- (i) any *Injury* loss damage or liability caused by or arising from any goods known to be for use in or supply to the United States of America of Canada
- (j) the cost of recalling repairing reconditioning or replacing any defective or unsuitable goods sold supplied or repaired
- (k) the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages liability arising out of any work undertaken and/or visit *Offshore*
- (l) liability arising out of mould or toxic mould
- (m) Liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the *Insured* or not and whether occurring before during or after the Year 2000:
- (i) correctly to recognise any date as its true calendar date
- or
- (ii) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of:
    - (a) treating any date otherwise than as its true calendar date or
    - (b) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date
- or
- (iii) otherwise to function correctly

### **This Policy Will Cover**

The *Company* will also indemnify the *Insured* against

#### **Contingent Motor Liability**

The *Company* will indemnify the *Insured* against legal liability arising out of the use by any *Employee* for the purposes of the *Business or Profession* of any motor vehicle not belonging to or provided by the *Insured*

### **This Policy Will Not Cover**

The *Company* will not be liable for

- (a) loss or damage to such motor vehicle or to property conveyed therein or thereon
- (b) *Injury* loss or damage arising while such vehicle is being driven by the *Insured* or any *Partner* or *Director*
- (c) *Injury* to any *Employee*
- (d) legal liability where indemnity is provided under any other insurance or security
- (e) *Injury* loss or damage occurring outside the *Territorial Limits*

#### **Cross Liabilities**

(Applicable to Public Liability only)

If more than one person is named in the Schedule as the *Insured* the *Company* will indemnify each person as though a separate Policy had been issued to each person and the *Company* agrees to waive all rights of subrogation against any such person

Provided that the total liability of the *Company* in respect of any occurrence or series of occurrences attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule

#### **Legal Costs and Expenses**

The *Company* will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its prior written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event

which may be the subject of indemnity under this Section

### Court Attendance Compensation

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* £250
- (b) any *Employee* £150

### Legal Defence Costs

The *Company* will be liable for all costs and expenses incurred with its prior written consent in respect of the defence of

- (a) the *Insured*
- (b) at the *Insured's* request any *Director Partner* or *Employee*

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

1 the Health and Safety at Work etc. Act 1974

2 the Health and Safety at Work (Northern Ireland) order 1978

3 Part II of the Consumer Protection Act 1987

4 Sections 7 & 8 of the Food Safety Act 1990

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the *Business or Profession* within the *Territorial Limits*
- (b) relates to the health safety and welfare of any person other than a *Director* or *Employee*

- (a) the cost of any fine or penalty
- (b) legal costs and expenses arising out of any deliberate act or omission by the *Insured* or any *Director Partner* or *Employee*
- (c) legal costs and expenses where indemnity is provided by any other insurance

### Data Protection Act 1998

The *Company* will indemnify the *Insured* against legal liability to pay damages for damage or distress under the provisions of Section 13 of the Data Protection Act 1998

Provided that

- (a) the act or omission from which liability arises is committed during the Period of Insurance in connection with the *Business or Profession*
- (b) the *Insured* is correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration which has not been refused or withdrawn

- (i) liability arising from
  - (a) the processing of data for reward
  - (b) the determining of the financial status of a person
  - (c) a deliberate act or omission by the *Insured* or any *Director Partner* or *Employee* from which liability could reasonably be expected by the *Insured* or such *Director Partner* or *Employee* having regard to the nature and circumstances of such act or omission
  - (d) any agreement which would not have attached in the absence of such agreement
  - (e) indemnity provided under any other insurance
- (ii) any fine or penalty
- (iii) any costs of replacing reinstating rectifying destroying or erasing any data
- (iv) any amount in Excess of the Limit of Indemnity stated in the Schedule

### Section 3. Computers

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#### **This Policy Will Cover**

The *Company* will indemnify the *Insured* against

The *Company* will indemnify the *Insured* as stated below if the Computer Equipment or any part thereof specified in the Schedule is lost damaged or destroyed from any cause whilst within the *Office or Surgery*

#### **This Policy Will Not Cover**

The *Company* will not be liable for

- (a) reduction in Gross Income consequent upon any loss damage or destruction insured by this Section
- (b) erasure or distortion of information on computer systems or other records programmes or software
- (c) any amount recoverable under a guarantee or maintenance agreement
- (d) loss damage or destruction
  - (i) insured by Section 1 of this Policy
  - (ii) specifically excluded elsewhere in this Policy other than by Exclusion (d) to Section 1 Contents
  - (iii) when the *Office or Surgery* is *Unoccupied*
  - (iv) arising as a result of defects of design material maintenance or workmanship
  - (v) by wear and tear deterioration depreciation rust climatic conditions lack of maintenance or gradually operating cause

#### **A COMPUTER EQUIPMENT**

By repair or replacement of the Computer Equipment stated in the Schedule

- (a) the *Excess* of £100
- (b) the cost of reinstating information on computer systems or other records programmes or software
- (c) additional costs and expenses of working

#### **B ADDITIONAL COSTS OF WORKING**

For the additional costs and expenses of working necessarily and reasonably incurred by the *Insured* consequent upon loss damage or destruction to Computer Equipment including the clerical labour and computer time expended in reproducing computer system records for which the *Company* has agreed liability up to the Sum insured stated in the Schedule

### **Special Condition - Section 3. Computers**

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The *Company* will not be liable to make any payment for breakdown of computers or ancillary equipment unless they are subject to a manufacturer's guarantee or a maintenance contract providing free parts and labour in the even of breakdown. Cover for computer breakdown under this condition is restricted to £500.

### General Exclusions - Section 3. Computers

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The *Company* will not be liable for:

- (1) loss damage or destruction to Computer Equipment auxiliary equipment or computer media directly or indirectly occasioned by or arising from *Virus or Similar Mechanism or Hacking*
- (2) additional Costs of Working in consequence directly or indirectly of *Virus or Similar Mechanism or Hacking*
- (3) loss destruction or damage to the Computer Equipment auxiliary equipment or any computer media directly or indirectly caused by or consisting of or additional costs and expenses arising directly or indirectly from the failure of any computer or other equipment or system for recognising capturing saving retaining storing manipulating interpreting calculating or retrieving data whether the property of the *Insured* or not and whether occurring before during or after the Year 2000
  - (a) correctly to recognise any date as its true calendar date or
  - (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
    - (i) treating any date otherwise than as its true calendar date or
    - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date or
  - (c) otherwise to function correctly

## Section 4. Business Interruption

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### This Policy Will Cover

If the Business or Profession at the Premises is interrupted as a result of

#### **Buildings and Contents**

loss damage or destruction to Contents insured by Section 1.

#### **Prevention of Access**

damage to property in the vicinity of the Premises by any loss *Insured* under Section 1. Contents which prevents or hinders the use of or access to the Premises.

#### **Defective Sanitation Poisoning Murder Suicide or Disease**

closure or restriction of the Premises by order of a Public Authority consequent upon vermin pests defects in drains or defective sanitation at any occurrence of a *Notifiable Human Disease* attributable to food or drink supplied from murder or suicide occurring at the Premises

#### **Failure of Public Utilities**

accidental failure of the public supplies of electricity gas or water at the terminal point of the public supply undertakings feed to the Premises.

#### **Glass**

breakage of glass *Insured* by Section 1. Contents

#### **Underground Services**

damage to underground services *Insured* by Section 1. Contents

### This Policy Will Not Cover

The *Company* will not be liable for

- (a) for any amount in excess of £25,000
- (a) for any amount in excess of £25,000
- (b) for any costs incurred in the cleaning repair replacement recall or checking of property
- (c) for any loss arising from those Premises that are not directly affected by the occurrence discovery or accident
- (a) for any amount in excess of £25,000
- (b) where such failure is for a period less than seven hours
- (c) where the supply authority exercises its right to restrict or withhold supply including but not limited to withdrawal of supply due to industrial action as a result of any fault in any part of the *Insured's* installation at the Premises
- (a) for any amount in excess of £25,000
- (a) for any amount in excess of £25,000

the *Company* will indemnify the *Insured* for:

- (i) Loss of *Gross Income*
- (ii) Additional Cost of Working

Provided that:

- (a) if material property for which the *Insured* is responsible is lost damaged or destroyed there is simultaneously in force an insurance covering the interest of the *Insured* in such material property at the Premises under which the insurers have admitted liability for such loss damage or destruction which is not excluded by this Policy
- (b) the liability of the *Company* during any one Period of Insurance will not exceed the Sum insured stated in the Schedule

## Payment of Claims

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The amount payable as indemnity will be:

- (a) in respect of Loss of *Gross Income* the amount by which the *Gross Income* during the *Indemnity Period* will in consequence of the damage fall short of the *Standard Gross Income*
- (b) in respect of Additional Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of *Gross Income* which but for that expenditure would have taken place during the *Indemnity Period* in consequence of the damage but not exceeding the Loss of *Gross Income* hereby avoided

less any sum saved during the *Indemnity Period* in respect of such of the charges and expenses of the *Business or Profession* as may cease or be reduced in consequence of the damage  
Provided that if the Sum insured by this Section be less than the amount of the *Annual Gross Income* (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable will be proportionately reduced

## Business Interruption Special Definitions

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### Indemnity Period

The period beginning with the occurrence of the loss damage or destruction and ending not later than the Maximum Indemnity Period thereafter stated in the Schedule during which the *Business or Profession* is affected as a result thereof

### Gross Income

The receipts of the *Business or Profession* from all sources less the cost of goods or materials relative thereto

### Annual Gross Income

The *Gross Income* during the twelve months immediately before the date of the loss damage or destruction

### Standard Gross Income

The *Gross Income* during that period in the twelve months immediately before the date of the loss damage or destruction which corresponds with the *Indemnity Period*.

To which such adjustments will be made as may be necessary to provide for the trend of the *Business or Profession* before or after the loss damage or destruction which would have affected the *Business or Profession* had the loss damage or destruction not occurred so that the figure thus adjusted represents as nearly as may be reasonable practical the results which but for the loss damage or destruction would have been obtained during the relative period after the loss damage or destruction.

## Business Interruption Special Extensions

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### This Policy Will Cover

The *Company* will indemnify the *Insured*

#### 1. Loss of Accounts Receivable

in the event of *Accounts Receivable* being lost damaged or destroyed from any cause not specifically excluded under Section 1. Contents up to the Sum insured stated in the Schedule

#### 2. Computer Breakdown Extension

The *Company* will indemnify the *Insured* for Loss of *Gross Income* if the *Business or Profession* at the *Premises* is interrupted as a result of loss damage or destruction to the Computer Equipment insured under Section 3 Computers of this Policy

Provided that: -

- (a) the *Company* has agreed liability for such loss damage or destruction under Section 3 *Computers* of this Policy
- (b) the *Company* will not be liable for reduction in *Gross Income* during the first twenty four hours immediately following such loss damage or destruction

### This Policy Will Not Cover

The *Company* will not be liable for

- (i) bad debts
- (ii) errors and omissions
- (iii) alteration or concealment
- (iv) unexplained disappearance
- (v) failure of electric electronic or mechanical accounting systems or storage media
- (vi) failure to keep business books and records in Standard Metal Cabinets Fire Resisting Cabinets or Safes when the records of *Accounts Receivable* are not in use
- (vii) any amount in excess of the Sum insured stated in the Schedule

## Memoranda

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### New Business

For the purpose of any claim arising from loss damage or destruction occurring before the completion of the first years trading of the *Business or Profession* at the *Premises* such loss will be ascertained by applying the *Gross Income* earned during the period between the commencement of the *Business or Profession* at the *Premises* and the date of the event to the amount by which the *Gross Income* during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the *Gross Income* realised during the period between the commencement of the *Business or Profession* and the date of such event

### Alternative Trading

If during the *Indemnity Period* the *Business or Profession* is conducted elsewhere than at the *Premises* the *Gross Income* for such *Business or Profession* will be brought into account in arriving at the *Gross Income* during the *Indemnity Period*

### Professional Accountants / Auditors Charges

The *Company* will pay to the *Insured* under this Section the reasonable charges payable by the *Insured* to their professional accountants/auditors for certifying any particulars or details or any other proofs information or evidence as may be required by the *Company* under the terms of this Section and reporting that such particulars or details are in accordance with the *Insured's* books of account or other *Business or Profession* books or *Documents* provided that the sum of the amount payable for such reasonable charges and the amount otherwise payable under this Section will not exceed the Sum insured stated in the Schedule

### Alteration

This Section will be cancelled and of no effect if:

- (a) the *Business or Profession* is wound up or carried on by a liquidator or receiver or permanently discontinued
- (b) the *Insured's* interest ceases otherwise than by death

## **General Exclusions - Section 4. Business Interruption**

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The *Company* will not be liable for loss damage or destruction to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the *Insured* or not but this shall not exclude loss which arises from a *Defined Peril* other than:

- (i) the acts of thieves and malicious persons which do not involve physical force and violence
- (ii) the deliberate acts of rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions

## Section 5. Legal Expenses

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### Claims

If You need to notify a potential *Claim* under this section of the Policy, please immediately write to our Claims Department at:

Qdos Broker & Underwriting Services Limited  
Windsor House  
Humberstone Lane  
Thurmaston  
Leicester LE4 9HA

You should provide your Policy number and a description of the claims' circumstances. A claim form will then be provided and you should complete this and return it without delay. Please note that in certain circumstances Qdos Broker & Underwriting Services Limited will choose suitable legal representation to act upon your behalf.

### Special Definitions for this Section

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Each of the words or phrases listed below will have the same meaning wherever they appear in this Section.

#### Acts of Parliament

All *Acts of Parliament* referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the *Territorial Limits*.

#### Any One Claim

All *Claims* consequent upon the same original cause, event or circumstance.

#### Appointed Representatives

A solicitor, accountant or other appropriately qualified person or firm as nominated on the Policy Schedule or as approved by the *Company* who is appointed to represent the *Insured* in accordance with the terms of this Policy.

#### Awards of Compensation

Basic and Compensatory Awards and compensation for unlawful discrimination made against the *Insured* by an Employment Tribunal or settlement thereof subject to the consent of the *Coverholder* but not including Additional Awards, Protective Awards, Interim Relief, Arrears of Pay, or Awards of *Damages* under the Equal Pay Act or arising out of failure to comply with awards in respect of reinstatement or re-engagement. The *Company* will not pay any fine, awards or *Damages* incurred by deliberately avoiding a payment or liability under statutory requirements. The *Company* will not pay any redundancy payment or monies due or properly payable arising under or from a contract of employment, service agreement or related document or from any related implied or incorporated terms of contract service.

#### Claim

A *Claim* under the Policy for *Legal Expenses*, *Professional Expenses*, *Awards of Compensation*, *Jury Service Allowance* or *Witness Attendance Allowance*.

#### Co-Insurance

The amount specified in the Schedule the *Insured* must bear in respect of *Any One Claim* for the *Insured's* own account expressed as a percentage of *Legal Expenses* and or *Professional Expenses* and or *Awards of Compensation* incurred over and above any *Excess* or *Increased Excess* specified in the Schedule.

#### Contracting Party

A person, firm or *Company* domiciled within the *Territorial Limits* with whom the *Insured* has a direct contractual relationship.

#### Coverholder

Qdos Broker & Underwriting Services Limited, who administers the insurance and handles claims under this Section on behalf of the *Company*.

#### Debt Collection Service

The *Debt Collection Service* nominated by the *Coverholder*.

**Due Date**

The date monies owed to the *Insured* first become due for payment.

**Employee**

Any person under contract of service with the *Insured*.

**HMRC Investigation****(a) Business Self Assessment Full Enquiry**

The investigation which takes place when an officer of HM Revenue and Customs ("HMRC") makes a request to examine all of the *Insured's Business* books and records and issues a formal notice under S9A or S12AC of the Taxes Management Act 1970 or under Paragraph 24(1) Schedule 18 Finance Act 1998.

**(b) Employer Compliance Disputes**

The enquiries which take place following an expression of dissatisfaction with the *Insured's* PAYE and/or NIC affairs following an employer compliance visit by HMRC or following an expression of dissatisfaction with the *Insured's* P11Ds or P9Ds.

**(c) Business Self Assessment Aspect Enquiry**

The enquiry which takes place when an officer of HMRC issues a formal notice under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make Aspect Enquiry into only certain boxes on the *Insured's* Self Assessment Return.

**Increased Excess**

The amount specified in the Schedule the *Insured* must pay in respect of *Legal Expenses* and/or *Professional Expenses* and/or *Awards of Compensation* in respect of *Any One Claim* before the *Company* shall be liable to make any payment if the *Insured* instructs an alternative Appointed Representative to the one chosen by the *Coverholder*.

**Injury**

Physical *Bodily Injury* or death.

**Insured Event**

An event, act or omission giving rise to a *Claim* against the Policy.

**Jury Service Allowance**

The amount of *Money* per day the *Insured* is liable to pay the *Employee* each day they attend on jury service less any recovery from the Court.

**Legal Expenses**

(a) Fees: Any professional fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the *Coverholder*, and Any costs incurred by other parties insofar as the *Insured* is held liable to pay such costs under a settlement made with another party with the consent of the *Coverholder* but excluding any costs which the *Insured* may be ordered to pay by a court of criminal jurisdiction.

(b) Witness Attendance Allowance: The amount of *Money* per day the *Insured* is liable to pay the *Employee* each day they are required by the Appointed Representative to attend as a witness at a court or tribunal hearing. Indemnity limited to £100 per day and a maximum of £1,000 in *Any One Claim*.

**Legal Proceedings**

The pursuit or defence of *Legal Proceedings* in a court of suitable jurisdiction made by or brought against the *Insured*, including appealing or defending an appeal against a judgement made in proceedings funded by this insurance, within the jurisdiction of a court or other body within the *Territorial Limits*.

**Limit of Indemnity**

The maximum amount payable by the *Company* in respect of *Any One Claim* and in aggregate for all *Claims* made during any *Period of insurance* in respect of any one *Insured*.

**Limits of Company's Liability**

The maximum liability of the *Company* under this Policy is limited to the amounts specified in the Schedule for (a) and (b) below;

(a) *Any One Claim*.

(b) All *Claims* notified during the *Period of insurance*.

**Minimum Sum in Dispute**

The sum in dispute between the *Insured* and the *Contracting Party* as specified in the Schedule below which the *Company* shall not be liable to provide indemnity.

### **Professional Expenses**

Any fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the *Coverholder* but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

### **Property**

Land and/or *Buildings* owned or occupied by the *Insured* or otherwise for which the *Insured* is legally responsible.

### **Statutory Licence**

A licence or certificate of registration issued under statute, statutory instrument or Government or local authority to the *Insured* provided that such licence or certificate is necessary to engage in the *Business* or *Profession* of the *Insured* and the licence or certificate has been declared to the *Company* in the *Proposal* form or renewal declaration.

### **VAT Disputes**

The enquiries which take place following a written decision assessment or statement of alleged arrears made by HMRC into the *Insured's* Value Added Tax Return and/or any related Value Added Tax default surcharges and misdeclaration penalties.

## **This Policy Will Cover**

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### **5.1. Employment Disputes**

The *Company* agrees to indemnify the *Insured* against *Legal Expenses* and *Awards of Compensation* incurred by the *Insured* in defending *Legal Proceedings* brought against the *Insured* by an *Employee*, *Ex-Employee* or prospective *Employee* in respect of their contract of employment with the *Insured* or a breach of employment related legislation.

It is a condition precedent to the *Company's* liability that the *Insured* has sought and followed all the advice from the Qdos Legal Advice Line as to the process and procedure to be adopted and has received specific authorisation from the Qdos Legal Advice Line:

- (a) Prior to carrying out any disciplinary procedure or action or suspension of an *Employee*;
- (b) Prior to dismissal of an *Employee*;
- (c) Prior to instituting a redundancy programme and prior to making an *Employee* redundant;
- (d) Immediately an *Employee* leaves the *Insured's* employment with or without written notice;
- (e) Upon notification formally or informally of a grievance from an *Employee* or *Ex-Employee*;
- (f) Upon receipt of an appeal from an *Employee* or *Ex-Employee* against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss.
- (g) Prior to any adverse variation of the terms and conditions of employment (including alteration of place or time or hours worked or demotion or deduction from or reduction in an *Employee's* remuneration);
- (h) Upon notification formally or informally of a complaint of sexual, racial or religious discrimination or discrimination relating to disability, age or sexual orientation.

### **Exclusions to Section 5.1.**

The *Company* will not pay:

- (a) Any benefit due under a Contract of Employment.
- (b) Any payment due in respect of redundancy.
- (c) Any compensatory award made against the *Insured* relating to or arising from Trade Union activities including membership or non membership.
- (d) Any award made because of the *Insured's* failure to provide written reason for dismissal.
- (e) Any compensatory award specified in a re-instatement or re-engagement order.
- (f) Any awards to the extent that they relate to contractual rights accruing to the *Employee*, *Ex-Employee* or prospective *Employee* prior to the actual or alleged breach of the actual or alleged Contract of Employment.
- (g) Any award made as a result of the failure of the *Insured* to issue the *Employee* with a written statement of the terms of employment or to issue the *Employee* with compliant written details of the employer's disciplinary and grievance procedures.
- (h) Any defence of an action for *Damages* in respect of *Personal Injury* including stress related matters or loss of or *Damage to Property*.

- (i) Any *Claim* where the *Insured* did not seek advice from the Qdos Legal Advice Line

## 5.2. Health & Safety Prosecutions

The *Company* will indemnify the *Insured* in respect of defence of a criminal prosecution arising from:

- (a) Health and safety at work and occupational hygiene including but not limited to the Health and Safety at Work etc Act 1974.
- (b) Food safety hygiene and food legality including but not limited to the Food Safety Act 1990.
- (c) Occupational hygiene including but not limited to the COSHH and CHIP regulations.
- (d) Supply of safe goods including but not limited to the Consumer Protection Act 1987 the Food Safety Act 1990 and the Health and Safety at Work etc Act 1974.
- (e) The Carriage of Dangerous Goods Regulations provided that the *Insured* is contracted to the Appointed Representative to provide a Dangerous Goods Safety Advisor as requested by the transport of Dangerous Goods (Safety Advisors) Regulations 1999.
- (f) An appeal against the service of an Improvement Notice or a Prohibition Notice under the Health and Safety at Work etc Act 1974 or the Health and Safety (Northern Ireland) Order 1978 and their supporting Regulations.

### Exclusions to Section 5.2.

The *Company* will not pay *Legal Expenses* arising from or relating to the defence of a criminal prosecution:

- (a) Deliberately or intentionally solicited by the *Insured*, or where an alleged offence involves dishonesty or intentional threatened or actual violence by the *Insured* unless he is subsequently acquitted of such offence.
- (b) Where the *Insured* has pleaded guilty and/or admitted liability.
- (c) Which does not arise out of the normal *Business* activities of the *Insured*.
- (d) Relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
- (e) Relating to the ownership possession hiring or use of a motor vehicle aircraft or watercraft, including offences:
  - i. Brought under Road Traffic and Transport Acts (not including the Regulations relating to dangerous goods).
  - ii. Brought as a result of unsafe motive power rolling stock or incidents on railway *Property*.
  - iii. Relating to any substance in Class 7 (radioactive substances).
  - iv. Relating to workplaces on or in a ship within the meaning of S.313 (1) of the Merchant Shipping Act 1995.

## 5.3. Tax Protection

The *Company* will indemnify the *Insured* in respect of:

A full enquiry by H M Revenue & Customs (HMRC) into the *Insured's* self-assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which includes a request to examine all the *Insured's* books and records, including *Legal Expenses* incurred in respect of preparation and representation of the *Insured* at a HMRC Commissioners' Hearing.

An aspect enquiry by HMRC which is limited to one or more specific aspects of the *Insured's* self-assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which does not include a request to examine all the *Insured's* books and records.

Fees incurred in respect of any challenge in writing HMRC of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance review by HMRC into the operation of PAYE, including *Legal Expenses* incurred in respect of preparation and representation of the *Insured* at a HMRC Commissioners' Hearing.

An appeal, including the local review procedure, to a VAT and Duties Tribunal, against an assessment or written decision issued by HMRC relating to the *Insured's* VAT affairs.

### Exclusions to Section 5.3.

The *Company* will not pay *Legal Expenses* arising from or relating to:

- (a) Any tax avoidance scheme undertaken by the *Insured*.
- (b) An enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or enquiry by the Investigations Division, the Board's Investigation Office or the Special Compliance Offices of HMRC.
- (c) Any dispute or enquiry that commenced prior to the inception of this Policy.
- (d) Any work in connection with the normal reconciliation of the annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or enquiry arising.
- (e) The *Insured's* actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent is shown the *Company* shall be entitled to recover such indemnity as it has actually provided.
- (f) Any issue of law practice or procedure not directly connected with the particular enquiry or dispute which is the subject of the *Claim*.
- (g) Any dispute or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under enquiry.
- (h) Any *Claim* arising from an enquiry into an *Insured's* tax return or an amendment to an *Insured's* tax return or any other statutory return that was not submitted within the statutory time limits. In order for the statutory return to be regarded as having been submitted within the statutory time limits, HMRC must have deemed this to be the case and the filing date must not allow HMRC the right to extend their enquiry window beyond the normal time limit of 12 months after the due filing date. Where an amendment to a *Insured's* tax return or an amendment to any other statutory return is submitted within the 12 months after the due filing date and HMRC execute an enquiry into the return within that 12 months period then this exclusion will not apply.
- (i) Any criminal prosecution.
- (j) Any dispute or enquiry where dishonesty, fraud or fraudulent intent is alleged unless, at the culmination of such dispute or enquiry, it is proved that the *Insured* was found not guilty of dishonesty, fraud or fraudulent intent.

#### **5.4. Criminal Prosecution Defence**

The *Company* agrees to indemnify the *Insured* against *Legal Expenses* incurred in:

- (a) Defending a prosecution against the *Insured* in a court of criminal jurisdiction;
- (b) An appeal by the *Insured* against the service of an Improvement or Prohibition Notice under the Health & Safety at Work etc Act 1974 or the Food Safety Act 1990.

#### **Exclusions to Section 5.4.**

The *Company* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

- (a) Any prosecution for criminal *Damage*;
- (b) Any prosecution for offences against the person, including offences of a sexual nature;
- (c) Any prosecution relating to or arising from investigations by HMRC;
- (d) Any prosecution alleging dishonesty;
- (e) Failure to insure a motor vehicle as required by law;
- (f) An allegation of speeding or driving whilst under the influence of alcohol and or drugs;
- (g) Any prosecution for non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions;
- (h) Any alleged deliberate or intentional act unless the charges are dismissed or the *Insured* is acquitted;
- (i) Any *Legal Proceedings* where the *Insured* has pleaded guilty and/or admitted liability;
- (j) Any proceedings, which do not relate to the *Business* activities of the *Insured*.

#### **5.5 Statutory Licence Protection**

The *Company* will indemnify the *Insured* in respect of:

An appeal or representation to the relevant statutory or regulatory Licence Protection authority, Court, Tribunal or other mandatory body following an act, or omission or alleged act or omission which leads to the suspending, revoking, altering the terms of or refusing to renew any of the *Insured's* licences.

### **Exclusions to Section 5.5.**

The *Company* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

- (a) Driving licences;
- (b) Any *Claim* relating to an original application or renewal or in respect of which an appeal or representation was made in the 12 months immediately preceding the inception of this insurance, except in the case of renewal or continuation of existing insurance arrangements;
- (c) Any disciplinary or internal procedures conducted by authorities charged with the regulation of the *Insured* in the performance of their *Business or Profession* or for any appeal following such procedures;
- (d) Any costs incurred to comply with a notice or order;
- (e) An alteration or refusal to renew a *Statutory Licence* which is imposed by an Act of Parliament.

### **5.6. Jury Service Allowance**

The *Company* agrees to indemnify the *Insured* for loss of *Income*, salary or wages of the *Insured* or any *Director of, Partners* in or *Employee* of the *Insured*, in respect of that individual's obligations to attend court for jury service insofar as it is not recoverable from the relevant Court up to a maximum of £100 per day and limited to a maximum of £1,000 for *Any One Claim*.

### **Exclusions to Section 5.6.**

The *Company* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with a jury service request served prior to the commencement of this insurance or where the juror has received such a request within the two years immediately preceding this insurance and has been able to postpone the effect of the jury service request except in the case of a renewal or continuation of existing insurance arrangements.

### **5.7. Property Disputes**

The *Company* agrees to indemnify the *Insured* against *Legal Expenses* Incurred in any dispute or *Legal Proceedings* made by or brought against the *Insured*:

- (a) Over the physical possession of the *Property* provided that all statutory and contractual notices have been correctly served by the *Insured*;
- (b) Over the terms of a tenancy agreement between the *Insured* and a *Contracting Party* relating to the use or maintenance of the *Property* including dilapidations;
- (c) Other than with a tenant over the actual or alleged negligence, *Damage* or nuisance to the *Property*.

provided that the *Insured* will suffer financial loss if the *Insured* fails to pursue or defend the dispute or *Legal Proceedings*.

### **Exclusions to Section 5.7.**

The *Company* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

- (a) Any dispute relating to the payment of rent, service charges or any other payments due under the terms of the lease, licence or tenancy agreement between the *Insured* and his landlord;
- (b) The renewal of the lease, licence or tenancy agreement between the *Insured* and his landlord or any dispute arising during a rent review period;
- (c) Any dispute relating to planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
- (d) Any dispute where the *Insured* has failed to maintain in full force and effect during a tenancy agreement insurance covering *Buildings* of the *Property* in accordance with the *Insured's* contractual obligations
- (e) A contract dispute other than that of a tenancy agreement with a *Contracting Party*;
- (f) A dispute over subsidence or heave howsoever caused.

## 5.8. Data Protection

The *Company* agrees to indemnify the *Insured* against any *Legal Expenses* incurred in defending any civil proceedings brought against the *Insured* for compensation under Section 13 of the Data Protection Act 1998 provided that the *Insured* is already registered with the Data Protection Commissioner.

### Exclusions to Section 5.8.

The *Company* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with any legal action concerning the grant and/or execution of a warrant of entry.

## 5.9. Personal Injury

The *Company* agrees to indemnify the *Insured* against any *Legal Expenses* incurred in pursuit of *Legal Proceedings* to recover *Damages* for death of, or *Bodily Injury* to the *Insured* or any *Director* of, *Partner* in or *Employee* of the *Insured*.

### Exclusions to Section 5.9.

The *Company* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with any *Claim* alleging clinical negligence or any illness, naturally occurring condition or degenerative process, which develops gradually and is not caused by a specific sudden accident.

## 5.10. Debt Recovery

The *Company* agrees to indemnify the *Insured* against any *Legal Expenses* incurred in the pursuit of *Legal Proceedings* arising from a dispute with a customer in respect of an uncontested debt that arises from the sale or provision of goods or services, provided that:

- (a) The amount in dispute exceeds £500;
- (b) The *Company* is notified of the *Claim* within three months of the debt becoming due and payable;
- (c) The *Insured* has exhausted all reasonable credit control and accounting procedures;
- (d) The *Insured* agrees to appoint our nominated debt recovery service as the Appointed Representative;
- (e) The *Company* has the right to select the method of enforcement;
- (f) The *Company* is satisfied that the defendant has sufficient assets to satisfy any judgment debt;
- (g) The number of *Claims* that can be notified during the *Period of insurance* is limited to five.

### Exclusions to Section 5.10

The *Company* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

- (a) The recovery of a disputed debt;
- (b) A lease or tenancy of land or *Buildings*;
- (c) The ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft;
- (d) The recovery of Debts from customers from outside the *Territorial Limits*.

## 5.11. Contract Cover

The *Company* agrees to indemnify the *Insured* against *Legal Expenses* incurred in the pursuit or defence of any *Legal Proceedings* made by or brought against the *Insured* in a contractual dispute with a *Contracting Party* over a contract for the sale of goods or a contract for the hire of goods or a contract for the supply of a service within the meaning laid down in the Sales of Goods Act 1979, and or the Supply of Goods Act 1982.

provided that:

- (a) *Legal Expenses* incurred in the pursuit of any proceedings be limited to 75% of the amount in dispute;
- (b) The amount in dispute exceeds £1000
- (c) Where the dispute relates to monies owed to the *Insured* and such liability is not contested the *Insured* refers the debt to the *Debt Collection Service* within 30 days of the due date and agrees use of the service shall be paid for by the *Insured* and not indemnified by the *Company*. Should the *Debt Collection Service* exhaust its normal recovery process and recommends that legal proceeding should take place, the *Insured* will immediately notify a *Claim* under this Section of Cover.

### **Exclusions to Section 5.11.**

The *Company* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

- (a) An undisputed debt owed to the *Insured*;
- (b) Any dispute arising during the first 90 days of the first *Period of insurance*;
- (c) Any licence or franchise agreement;
- (d) A dispute about either the amount an insurance company should pay to settle an insurance *Claim* or the way a *Claim* should be settled;
- (e) The letting or tenancy of a *Property*;
- (f) The construction, extension, alteration, demolition, repair, renovation or refurbishment of any *Property*;
- (g) The ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.

### **5.12. Restrictive Covenants**

The *Company* agrees to indemnify the *Insured* against *Legal Expenses* incurred in the pursuit of *Legal Proceedings* against an *Employee* or former *Employee* who is in breach of restrictions contained within a written contract of employment signed by the *Employee*.

### **5.13. Motor Disputes**

The *Company* agrees to indemnify the *Insured* against *Legal Expenses* incurred in the pursuit or defence of *Legal Proceedings*:

- (a) Between the *Insured* and a customer or supplier in respect of a contract for the sale, purchase, hire, lease, hire purchase, service, repair or test of a motor vehicle owned by the *Insured* or for which the *Insured* is legally responsible;
- (b) By the *Insured* to recover *Damages*, including *Damages* for *Personal Injury*, suffered by the *Insured* any *Director* of, *Partner* in or *Employee* of the *Insured*, following a road traffic accident, provided that the motor vehicle in which the *Director* of, *Partner* in or *Employee* of the *Insured* was travelling is properly *Insured* as required by law at the time of occurrence.

### **Exclusions to Section 5.13.**

The *Company* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

- (a) Any criminal prosecution relating to the ownership or use of a motor vehicle;
- (b) Any dispute arising during the first 90 days of the first *Period of insurance*.

### **5.14. Insolvency Fees**

The *Company* agrees to indemnify the *Insured* against payment of the fees of an insolvency practitioner acting as an insolvency office holder who has been appointed following the insolvency of the *Insured* where there are insufficient assets of the *Insured* to meet such costs.

Cover is limited to a maximum of:

- (a) 50% of Nominees' Fees in a Voluntary Arrangement for Personal Insolvency and
- (b) a maximum of £10,000 for a Limited *Company* Insolvency with an *Excess* of £1,500.

### **Exclusions to Section 5.14.**

The *Company* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

- (a) A bankruptcy;
- (b) A Compulsory Liquidation;
- (c) An insolvency involving a *Insured* who is outside the *Territorial Limits*;
- (d) The payment of fees to an insolvency practitioner not approved by the *Company*;
- (e) The *Company* will not pay the fees of the insolvency practitioner where there is an indication that the *Directors* or proprietors of the *Insured* have acted illegally.

### 5.15. Wrongful Arrest Defence

The *Company* agrees to indemnify against *Legal Expenses* incurred in defending civil proceedings against the *Insured* with regard to allegations of wrongful arrests or malicious prosecution.

#### Exclusions to Section 5.15.

The *Company* shall not be liable to indemnify the *Insured* in the respect of any *Claim* arising out of or in connection with allegations made by or against or on behalf of an *Employee* or *Ex-Employee* or any other person working or contracting for the *Insured* whether or not an *Employee*.

### 5.16 Compliance & Regulation

If a trade association or professional or regulatory body of which the *Insured* is a member alleges a breach by the *Insured* of regulations or rules or codes of practice the *Company* agrees to indemnify the *Insured* against *Legal Expenses* incurred in providing representation of the *Insured* at an investigation or disciplinary hearing with such trade association, professional or regulatory body provided that:

- (a) the *Insured* is duty bound or has agreed to comply with such regulations or rules or codes of practice
- (b) the *Insured's* membership of such trade association or professional or regulatory body is directly relevant to the *Insured's Business or Profession*
- (c) The *Company* shall not be liable to indemnify the *Insured* where in the opinion of the *Company* or the Appointed Representative the *Insured* does not have reasonable prospects of success

### General Exclusions for this Section

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The *Company* shall not be liable to indemnify the *Insured* in respect of:

1. Any dispute arising during the first 90 days of the first *Period of insurance*.
2. An *Insured Event* reported more than 90 days after its time of occurrence.
3. An *Insured Event* reported outside the *Period of insurance*.
4. Any dispute, *Legal Proceedings* or *HMRC Investigation* made, brought or commenced outside the *Territorial Limits*.
5. Any *Claim* relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this Section of the Policy and which has or which the *Insured* knew or ought reasonably to have known may give rise to a dispute, *Legal Proceedings* or *HMRC Investigation* by or against the *Insured*.
6. Fees costs and disbursements incurred prior to the written acceptance of a *Claim*.
7. Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
8. *Legal Expenses* arising directly or indirectly from the failure of computer, data processing and any other electrical equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any data as its true calendar date.
9. Disputes relating to written or verbal remarks, which *Damage* the *Insured's* reputation.
10. Causes of action intentionally brought about by the *Insured*.
11. Any *Claim* which, in the *Company's* opinion, or the Appointed Representative's opinion, is believed not to have reasonable prospects of achieving the result for which *Legal Proceedings* are contemplated.
12. *Legal Expenses* incurred before the *Company* agrees to pay them or where the *Insured* pursues or defends a case without the agreement of the *Company* or in a different manner to or against the advice of the Appointed Representative or fails to give proper instructions in due time to the *Company*, Appointed Representative or to Counsel or other persons instructed by the Appointed Representative or where the Appointed Representative refuses to act on behalf of the *Insured* for any reason other than a conflict of interest or in respect of witnesses, experts or agents interviewed, engaged or called on as witness without the prior written approval of the *Company*.
13. Any *Claim* where the *Insured*, in the reasonable opinion of the *Company*, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the Appointed Representative or withdrawing from the case.
14. *Legal Expenses* which can be recovered by the *Insured* under any other insurance or which would have been covered if this Section of the Policy did not exist except for any amount in *Excess* of that which would have been payable under such other insurance.
15. Fines, *Damages* or other penalties, which the *Insured* is ordered to pay by a Court or other authority.

16. *Legal Expenses* relating to any judicial review.
17. Any *Claim* for *Legal Expenses* when the *Insured* is bankrupt, or in receivership, liquidation, administration, has made an arrangement with creditors, has entered into a Deed of Arrangement or part or all of the *Insured's* affairs or *Property* are in the care or control of a receiver or an administrator with the exception of a *Claim* made in respect of Section 14 Insolvency Fees.
18. Any dispute with the *Company* or Qdos.
19. Please note that the rights conferred by the Third Parties (Rights Against Insurers Act) 1930 are specifically excluded from applying to this Section of the Policy.
20. The defence of the *Insured* in civil *Legal Proceedings* arising from:
  - a. *Injury* or disease including psychiatric *Injury* or stress;
  - b. Loss, destruction, or *Damage* of or to *Property*;
  - c. Alleged breach of professional duty;
  - d. Any tortious liability (other than specified in Section 7 Property Disputes.)
21. Disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007.

## **General Conditions for this Section**

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### **A. Arbitration**

Any dispute or difference of any kind between the *Company* and the *Insured* will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the Law Society, the Bar Council or appropriate professional body within England and Wales. The apportionment of costs shall be determined by the arbitrator and their decision will be final and binding on all parties.

## **Claims Conditions for this Section**

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### **A. Reporting a Claim**

The *Company* should, as soon as possible be notified in writing of any potential *Claim* and be provided with any written or other evidence relevant to the issues giving rise to the *Claim*. The *Insured* will be required to provide the names of any possible witnesses and details, of any costs incurred prior to the *Company* accepting the *Claim*, including any action already taken.

*Claims* under Section 5. Legal Expenses Insurance should be made by contacting the Qdos Legal Advice Line, as soon as is reasonably practical, or by writing to Qdos Broker & Underwriting Services Limited at the following address:

Claims Department  
Qdos Broker & Underwriting Services Limited  
Windsor House  
Humberstone Lane  
Thurmaston  
Leicester LE4 9HA

Telephone: 01455 852100  
Fax: 01455 841000

### **B. Coverholder's Consent**

It is a condition precedent to the liability of the *Company* that their consent to incur *Legal Expenses* or *Professional Expenses* must firstly be obtained in writing. This consent will be given by the *Coverholder* on behalf of the *Company*, if the *Insured* can satisfy the *Coverholder* that:

- (a) It is reasonable to incur *Legal Expenses* or *Professional Expenses* having regard to the proportionality between remedy claimed and the *Legal Expenses* or *Professional Expenses* to be incurred;
- (b) Where the *Insured* is pursuing, there are reasonable prospects of proving the other party's legal liability and of recovering the *Damages* claimed or other legal remedies sought, or;
  - i. Where the *Insured* is defending, the other party does not have reasonable prospects of proving the *Insured's* legal liability, or;
  - ii. In respect of criminal prosecution and where the *Insured* pleads guilty there is a reasonable prospect of significant mitigation of the *Insured's* sentence or fine.

Should, during the course of a *Claim*, the *Insured* cease to satisfy the *Coverholder* in respect of 1 and 2 of *Coverholder's* Consent indemnity will be withdrawn. For a decision to be made on granting or

withholding consent the following must be received by the *Coverholder*:

- (a) A completed insurance *Claim* form
- (b) The documentation and information reasonably requested by the *Coverholder*
- (c) Any advice the *Coverholder* may deem necessary to take
- (d) A legal opinion from the Appointed Representative as to 1 and 2 of *Coverholder's* Consent

The *Coverholder* reserves the right to limit its consent by time and or financial amount of *Legal Expenses* or *Professional Expenses* and or stage of proceedings to allow for a review of their continued consent.

The *Coverholder* at its discretion may require the *Insured* to seek an opinion from Council, at the *Insured's* expense, as to the merits of the *Claim*. Such opinion is to have regard to the same issues that the *Coverholder* has in assessing the merits of any legal action. If based upon such an opinion the *Coverholder* is satisfied in respect of 1 and 2 of *Coverholder's* Consent the *Legal Expenses* and *Professional Expenses* in obtaining that opinion will be paid by the *Company* within the *Limits of Company's Liability*.

If after consent has been granted it is shown that the particular *Claim* or *Legal Proceedings* have not been brought within the terms and conditions of this Policy and its Schedule the *Coverholder's* consent will be withdrawn and no indemnity shall be provided. The *Company* shall be entitled to recover any *Legal Expenses*, *Professional Expenses*, *Awards of Compensation* and any other Allowances previously paid.

If the *Insured* elects to proceed with the pursuit or defence of a *Claim* or *Legal Proceedings* to which the *Coverholder's* consent has been refused through lack of reasonable prospects as required in 1 and 2 of *Coverholder's* Consent and if the *Insured* is successful in such pursuit or defence, the *Company* will pay *Legal Expenses* or *Professional Expenses* incurred after such consent had been refused subject to the terms and conditions of this Policy.

In granting its consent the *Company* undertakes to provide indemnity to the *Insured* subject to the terms and conditions of this Policy and its Schedule but such consent does not imply that all *Legal Expenses* or *Professional Expenses* or *Awards of Compensation* will be paid.

In particular *Legal Expenses* or *Professional Expenses* for matters that go beyond the immediate scope of the *Claim* or *Legal Proceedings* shall be deemed by the *Company* to fall outside the indemnity provided by this Section of the Policy.

### **C. Choice of Appointed Representative and Counsel**

The *Coverholder* will choose an Appointed Representative to act on behalf of the *Insured* in any *Claim* under certain Sections as specified in the Schedule.

Where recourse is necessary to a lawyer and proceedings are issued, the *Insured* is free to choose an Appointed Representative to act in the name of and on behalf of the *Insured* in any *Legal Proceedings* to which the *Coverholder* has consented subject to the *Increased Excess*. The name and address of the Appointed Representative the *Insured* proposes to instruct, must be notified to the *Coverholder* in writing. The *Coverholder* will accept such nomination provided the *Coverholder* is satisfied the proposed Appointed Representative will cooperate and enable the *Insured* to comply with the terms and conditions of this Policy and provided the proposed Appointed Representative's charging rates are fair and reasonable in regard to the particular *Legal Proceedings*.

A dispute arising from the *Insured's* choice may be referred to Arbitration in accordance with General Condition A. The *Insured* must not, without the written consent of the *Coverholder*, enter into any agreement with the Appointed Representative as to the basis of calculation of *Legal Expenses*. The *Coverholder* may withdraw consent previously given at any time.

In selecting the Appointed Representative the *Insured* shall have regard to its duty to minimise the cost of any *Claim* or *Legal Proceedings*. In all other *Claims* the *Coverholder* will choose the Appointed Representative subject to the *Excess*.

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the *Insured*. If in the course of any *Claim* or *Legal Proceedings* the Appointed Representative wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the *Coverholder* for consent to the proposed instruction which will not be unreasonably withheld.

#### **D. Disclosure**

It is a condition precedent to the *Company's* liability that:

1. The *Insured* must give to the Appointed Representative and the *Coverholder* all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the *Insured's* possession. The *Insured* must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.
2. The *Coverholder* is entitled to receive from the Appointed Representative and *Insured* any information, documentation or advice in connection with any *Claim* or *Legal Proceedings* even if privileged. In addition the *Insured* must instruct the Appointed Representative to provide the *Coverholder* with regular updates on the progress of any *Claim* or *Legal Proceedings* and inform the *Coverholder* immediately if and when any circumstance adversely impacts the factors taken into account in granting *Coverholder's* consent. On request the *Insured* will give to the Appointed Representative any instructions necessary to secure the required access.

Cover may be withdrawn if the *Insured* fails to co-operate at all or within a reasonable time with the *Coverholder's* or the Appointed Representative's requests.

#### **E. Offer of Settlement**

It is a condition precedent to the liability of the *Company* that the *Insured* must inform the *Coverholder* in writing as soon as an offer to settle a *Claim* or *Legal Proceedings* is received and/or the *Insured* proposes to make an offer of settlement. In any settlement, the *Insured* must have regard to *Legal Expenses* or *Professional Expenses* incurred or likely to be incurred by the *Company* and the recovery thereof. No indemnity will be provided if the *Insured* enters into any agreement to settle without the prior written consent of the *Coverholder* (such consent not to be unreasonably withheld) and the *Company* shall be entitled to recover any *Legal Expenses*, *Professional Expenses* or *Awards of Compensation* previously paid. If the *Insured* unreasonably rejects an offer of settlement which the *Coverholder* recommends acceptance of or makes an offer which the *Coverholder* does not agree no further indemnity shall be provided.

The *Company* may at its absolute discretion decide to pay the *Insured* the amount of *Damages* that the *Insured* is claiming or is being claimed against the *Insured* instead of indemnifying the *Insured* for *Legal Expenses* *Professional Expenses* or *Awards of Compensation*. Where the *Company* exercises this discretion the *Company* will cease to be liable for any further *Legal Expenses*, *Professional Expenses* or *Awards of Compensation*.

#### **F. Payment of Legal Expenses, Professional Expenses and Awards of Compensation**

All bills relating to any *Claim* or *Legal Proceedings* which the *Insured* receives from the Appointed Representative should be forwarded to the *Coverholder* without delay. If the *Coverholder* so requires the *Insured* must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal.

The *Insured* is responsible for payment of all *Legal Expenses* or *Professional Expenses* or *Awards of Compensation*. The *Company* may settle these directly if requested by the *Insured* to do so. The payment of some *Legal Expenses* or *Professional Expenses* does not imply that all *Legal Expenses* or *Professional Expenses* or *Awards of Compensation* will be paid.

#### **G. Appeal Procedure**

If, following *Legal Proceedings* to which the *Coverholder* has consented, the *Insured* wishes to appeal against the judgement or decision of a court or tribunal, the grounds for such appeal must be submitted to the *Coverholder* through the Appointed Representative immediately or as soon as practicable so that the *Coverholder* may consider whether to consent to such further action. If an appeal is lodged against a judgement or decision of a court or tribunal made in favour of the *Insured* following *Legal Proceedings* to which the *Coverholder* has consented, the *Insured* must notify the *Coverholder* immediately in order that cover shall continue. The *Coverholder* will inform the Appointed Representative of its decision. If, the *Coverholder* so requires it the *Insured* must co-operate in an appeal against the judgement or decision of a Court or Tribunal.

#### **H. Recovery of Costs**

Whenever the *Insured* is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the *Company*. The *Insured* and their Appointed Representative must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the *Insured* agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the *Company*. Where such a settlement is paid in instalments all costs to the *Company* shall be paid first.

**I. Fraudulent Claims**

If the *Insured* makes any request for payment under this Section of the Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this Section of the Policy shall become void and any premiums paid hereunder shall be forfeited and the *Company* shall be entitled to recover any *Legal Expenses* or *Professional Expenses* or *Awards of Compensation* previously paid.

**J. Insolvency or Liquidation of the *Insured***

If the *Insured* becomes insolvent or is placed in liquidation during the *course* of any *Claim* or *Legal Proceedings* to which the *Coverholder's* consent has been given the *Coverholder* reserves the right to withdraw that consent. The *Insured* shall be deemed insolvent or in liquidation upon the appointment of an office holder within the meaning given by the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985.

**K. Duty to Minimise**

The *Insured* must take all reasonable precautions to avoid and prevent *Claims*, *Legal Proceedings* and disputes.

The *Insured* must use every endeavour and take all reasonable measures to minimise the cost and effect of any *Claim* or *Legal Proceedings* under this Policy

**L. Value Added Tax**

If the *Insured* is registered for VAT, the *Company* will not pay the VAT element of any *Legal Expenses* or *Professional Expenses*.

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**General Exclusions - Applying to all Insured Sections**

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The *Company* will not be liable for any claim in respect of:

**1. Nuclear Risks**

- (a) loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear component thereof.

The Exclusion is not applicable to Section 3 .1 Employers Liability

**2. War Risks**

any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

The Exclusion is not applicable to Section 3 .1 Employers Liability

**3. Pressure Waves**

loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

**4. Northern Ireland**

loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

**5. Excluded Property and Contingencies**

loss damage or destruction to property or liability or contingencies more specifically insured by any other Policy or security

**6. Fraud**

- (a) loss damage or destruction by fraud forgery or deception

- (b) theft or any attempt thereof in which any *Employee Director Partner* or any member of the *Insured's* family is concerned as principal or accessory

**7. Pollution or Contamination**

loss damage or destruction from *Pollution or Contamination* unless arising in consequence of loss damage or destruction caused by or resulting in

Fire lightning explosion aircraft or other aerial devices or articles dropped from them riot civil commotion strikers persons taking part in labour disturbances malicious persons theft earthquake subterranean fire storm flood escape of water from a fixed water drainage or heating installation sprinkler leakage impact by an animal or vehicle or any article dropped from a vehicle

This exclusion does not apply to Section 3. Legal Liability

**8. Change in Water Table Level**

loss damage or destruction attributable solely to change in the water table level

**9. Terrorism**

liability death *Injury* loss damage or destruction or any costs or expense of whatsoever nature arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with:

- (a) any act of *Terrorism* regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of *Terrorism*

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to *Employees*

For the purpose of this Exclusion an act of *Terrorism* means an act including but not limited to the use of violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

In any action suit or other proceedings where the *Company* alleges that by reason of this Exclusion any liability death *Injury* loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability death *Injury* loss damage destruction cost or expenses is covered (or is covered beyond that Limit of Liability) shall be upon the *Insured*

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

**10. Date Recognition/Discontinuity**

loss damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the *Insured* or not and whether occurring before during or after the Year 2000:

- (a) correctly to recognise any date as its true calendar date or;
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of:
  - i. treating any date otherwise than as its true calendar date or;
  - ii. the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date;

or

- (c) otherwise to function correctly;

but should such loss damage or destruction or consequential loss result in additional loss damage or destruction or consequential loss (which is not otherwise excluded) caused by a *Defined Peril* other than theft in respect of Additional Insurances 5. Money to Section 1. Contents where insured by this Policy

and which is not otherwise excluded then this exclusion shall not apply to such additional loss damage or destruction or consequential loss.

This General Exclusion does not apply to:

- (a) Section 3. Computers or;
- (b) Section 5. Legal Expenses;

where *Insured* by this Policy.

All other terms conditions and exclusions shall continue to apply but this exclusion shall take precedence over any provision to the contrary.

### **11. Asbestos**

any legal liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos.

This Exclusion shall not apply in respect of such removal or disposal provided that:

- (a) such activity does not form part of the *Insured's* usual *Business or Profession* or contract and
- (b) the discovery of asbestos by the *Insured* is unintentional and accidental and
- (c) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- (d) an HSE licensed asbestos removal contractor is employed if legally required
  - i. to make safe the area in which the discovery is made as soon as is practicable
  - ii. who has Employers' Liability and Public Liability insurances in force:
    - that provide Limits of Indemnity no less than those stated in the Schedule and
    - that do not exclude the work to be carried out

## **General Conditions - Applying to all Insured Sections**

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Conditions 1 to 8 inclusive are conditions precedent to the liability of the *Company* under this Policy

### **1. Observance of Policy Terms**

The due observance and fulfilment of the terms Conditions and Endorsements of this Policy by the *Insured* in so far as they relate to anything to be done or complied with by the *Insured* and the truth of the answers and statements in the *Proposal* and declaration made by the *Insured* shall be conditions precedent to any liability of the *Company*

### **2. Reasonable Precautions**

The *Insured* shall:

- (a) take all reasonable precautions to select and supervise staff
- (b) take all reasonable precautions to prevent accidents *Injury* loss or damage
  - (c) take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations
  - (d) maintain the *Premises* plant machinery and fire extinguishing appliances in sound condition

### **3. Security**

The following protective devices must be installed at the *Premises* and shall be maintained in full and effective working order and put into actual operation out of *Business Hours* unless agreed otherwise in writing by the *Company*

- The final exit door must be secured by a 5 lever mortise deadlock and a 7 inch box striking plate
- Other external doors must be secured by either a 5 lever mortise deadlock and 7 inch box striking plate or key operated bolts fitted top and bottom and used in addition to any existing protections
- Opening windows on the ground floor and other accessible windows must be secured by key operated window locks
- Louvres in windows on the ground floor and in other accessible windows must be permanently fixed in place

#### **4. Intruder Alarms**

This Condition applies to Section 1. Contents, Section 3. Computers, and Section 4. Business Interruption only.

The words defined below will have the same meaning whenever they appear in Capital Letters in this Condition.

#### **System**

The component parts of the Intruder Alarm System including the means of communication used to transmit signals

#### **Alarmed Premises**

The *Premises* or those portions of the *Premises* protected by the *System*

#### **Responsible Person**

The *Insured* or any person authorised by the *Insured* to be responsible for the security of the *Premises*. Any Third Party shall not be deemed to be a *Responsible Person* unless agreed by the *Company* in writing

#### **Keyholder**

The *Insured* or any person or keyholding *Company* authorised by the *Insured* who is available at all time to accept notification of faults or alarm signals relating to the *System* attend and allow access to the *Premises*

#### **Confirmed Alarm Activation**

An alarm signal emanating from two or more independent sensors and/or detectors and/or processors  
This shall include loss of both means of communication used to transmit signals or loss of one means of communication used to transmit signals and an alarm signal emanating from one sensor or detector or processor

Confirmation can also be achieved by human intelligence at an Alarm Receiving Centre interpreting visual images or audio signals transmitted from the *Premises* and making a decision that there is a high probability that intrusion or attempted intrusion has occurred

#### **Unconfirmed Alarm Activation**

An alarm signal emanating from sensor(s) and/or detector(s) and/or processor(s) and/or means of communication used to transmit signals other than as described in *Confirmed Alarm Activation* above

#### **Perimeter Detection Device**

An intruder detection device designed to detect intrusion to the *Buildings* by any person(s) through the external fabric of the *Buildings*

#### **Internal Detection Device**

An intruder detection device designed to detect intrusion to the *Buildings* by unauthorised persons within the *Buildings*

#### **Tamper Signal**

An alarm signal arising from the attempted disconnection of or tampering with control panel or audible warning equipment at the *Premises*

It is a condition precedent to the liability of the *Company* that in respect of any *System* at the *Premises*:

- (1) the *System* is installed as agreed by the *Company*
- (2) the *System* shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing *Company* or such other *Company* as agreed in writing by the *Company*
- (3) no alteration to or substitution of:
  1. any part of the *System*;
  2. the procedures agreed by the *Insured* and the *Company* for Police or any other response to any activation of the *System*;
  3. the maintenance contract;
  4. shall be made without the written agreement of the *Company*;
- (4) the *Alarmed Premises* shall not be left without at least one *Responsible Person* therein without the agreement of the *Company*.
  - i. unless the *System* is set it its entirety with the means of communication used to transmit signals in full operation except as provided in the table in paragraph (9) below;
  - ii. if the Policy Authority have withdrawn their response to alarm calls;

- (5) all keys to the *System* are removed from the *Premises* when the *Premises* are left unattended
- (6) the *Insured* maintains secrecy of codes for the operation of the *System* and no details are left on the *Premises*
- (7) the *Insured* shall appoint at least two *Keyholders* and lodge written details (which must be kept up to date) with the alarm *Company* and the Police Authority
- (8) in the event of notification of any activation of the *System* or interruption in the means of communication during any period that the *System* is set a *Keyholder* shall attend the *Premises* within twenty minutes of being notified of any such activation or interruption and shall not leave the *Premises* without at least one *Responsible Person* remaining therein until the provisions of paragraph (4) above have been complied with unless specifically agreed in writing by the *Company*. This paragraph shall not apply where the appropriate response to alarm activation is made in accordance with paragraph (9) below
- (9) where the Police only respond to confirmed alarm activation(s) under the ACPO Security System Policy the appropriate 'Keyholder Response' is made by a *Keyholder* in respect of any 'Incident' in accordance with the table below upon notification of any fault or alarm signal. This paragraph shall not apply where the appropriate response to alarm activation is made in accordance with paragraph (8) above

<b>INCIDENT – WHILST SYSTEM IS SET IN ITS ENTIRETY WITH THE MEANS OF COMMUNICATION TO TRANSIT SIGNALS IN FULL OPERATION</b>	<b>KEYHOLDER RESPONSE</b>
CONFIRMED ALARM ACTIVATION	KEYHOLDER to attend and remain until the <i>Buildings</i> are secure and the SYSTEM is re-set in its entirety with the means of communications to transmit signals in full operation
UNCONFIRMED ALARM ACTIVATION from a PERIMETER DETECTION DEVICE	KEYHOLDER to attend and remain until the <i>Buildings</i> are secure and the SYSTEM is re-set in its entirety with the means of communication to transmit signals in full operation
UNCONFIRMED ALARM ACTIVATION from an INTERNAL DETECTION DEVICE where the SYSTEM has since been re-set in its entirety with the means of communication to transmit signals in full operation	Attendance at KEYHOLDERS option
UNCONFIRMED ALARM ACTIVATION from an INTERNAL DETECTION DEVICE where the SYSTEM is unable to be re-set in its entirety	KEYHOLDER to attend and remain until the <i>Buildings</i> are secure and the SYSTEM is re-set in its entirety with the means of communication to transmit signals in full operation
Loss of the sole means of communication to transmit signals without detector activation	KEYHOLDER to attend and remain until the means of communication to transmit signals is in full operation
Loss of one of two means of communication to transmit signals without detector activation	KEYHOLDER to instigate remedial action Attendance at KEYHOLDERS option
Single TAMPER SIGNAL	KEYHOLDER to attend and remain until the SYSTEM is set in its entirety with the means of communication to transmit signals in full operation
<b>INCIDENT – WHILST INTRUDER ALARM SYSTEM IS NOT SET IN ITS ENTIRETY</b>	<b>KEYHOLDER RESPONSE</b>
Loss of the sole means of communication to transit signals	KEYHOLDER to remain until the SYSTEM is set in its entirety with the means of communication to transit signals in full operation
Loss of one of two means of communication to transit signals	KEYHOLDER to remain until the means of communication to transmit signals is in full operation
Single TAMPER SIGNAL	KEYHOLDER to remain until the SYSTEM is set in its entirety with the means of communication to transmit signals in full operation

(10) in the event of the *Insured* receiving any notification from:

- (i) the Police Authority that Police attendance in response to alarm signals or calls from the *System* may be withdrawn or the level of response reduced;
- (ii) a Local Authority or Magistrate imposing any requirement for abatement of a nuisance;
- (iii) the installing *Company* or other such *Company* as agreed by the *Company* that the *System* cannot be returned to or maintained in full working order (except as provided for in paragraphs (8) and (9) above);

the *Insured* shall advise the *Company* as soon as possible and in any event not later than 10am on the *Company's* next working day and comply with any subsequent requirements stipulated by the *Company*.

#### **5. Payment of Premium and Relevant Taxes**

- (a) The Premium under this Policy is deemed to be the total gross Premium paid by the *Insured*
- (b) It is a condition precedent to the *Company's* liability under this Policy that the Premium and any relevant taxes are paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due
- (c) In the event that the Premium for this Policy is paid through the *Company's* credit scheme
  - (i) it is a condition precedent to the *Company's* liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme and in the event of a default through non-compliance with the Terms and Conditions of the Credit Scheme then the Policy will be cancelled from the date of the first default
  - (ii) in the event of a default in the repayment schedule occurring through the circumstances other than a breach of the Terms and Conditions of the Credit Scheme then the Policy will be suspended for 21 days in order for the default to be remedied but if the default remains unremedied within that time the Policy will be cancelled at the end of that 21 day period

#### **6. Alteration of Risk**

The *Company* will not be liable for any loss damage destruction or liability following

- (a) alteration of the *Premises* or occupation thereof or to the *Business or Profession* whereby the risk of loss damage destruction or liability is increased
- (b) cessation of the *Insured's* interest except by will or operation of law

unless such alteration is agreed in writing by the *Company*.

#### **7. Claims – Insured's Action**

Whenever anything occurs which might give rise to a claim under this Policy the *Insured* shall:

- (a) immediately notify the *Company*;
- (b) immediately notify the Police of any loss of *Money* or loss damage or destruction by theft or malicious persons;
- (c) do and permit to be done all things reasonably practicable to minimise the loss or damage;
- (d) send to the *Company* immediately upon receipt and unacknowledged every letter claim writ summons or process relating to a claim;
- (e) not admit liability to any party

#### **8. Claims - Co-Operation**

The *Insured* will provide all help and assistance and co-operation required by the *Company* in connection with any claim

#### **9. Claims – Company's Rights**

The *Company* having been advised of a claim under this Policy will be entitled to:

- (a) enter the *Premises* where a loss has occurred without incurring any liability and without diminishing the right of the *Company* to rely on the Conditions of this Policy and may take and keep possession of any of the property *Insured* for all reasonable purposes and deal with the salvage in any reasonable manner;
- (b) undertake in the name of the *Insured* defence control or settlement of any claim and for its own benefit take proceedings in the *Insured's* name to mitigate the loss;
- (c) indemnify the *Insured* by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof

The *Company* will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one item more than the Sum insured thereon.

## 10. Payment of Claims

In the event of a claim being made under this Policy the Premium for which is paid through the *Company's* credit scheme the *Company* may avail itself of the Terms and Conditions of the credit scheme and deduct any sum outstanding from the *Insured* to the *Company* in respect of the credit facility from any settlement due to the *Insured* of a claim made under this Policy

## 11. Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English 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 will be a condition precedent to any right of action against the *Company*

## 12. Law Governing the Policy

Where the *Insured* is a sole trader the *Insured* has the right to choose the law which shall apply to this contract

However the law of England shall apply unless otherwise agreed in writing by the *Company*

Otherwise any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English law and the *Insured* will submit any such dispute or difference to the exclusive jurisdiction of the English Courts

## 13. Other Insurances

If at the time of any loss damage destruction or *Injury* there is any other insurance covering the same contingency the *Company* will not be liable for more than its appropriate proportion thereof

## 14. Voidance

This Policy will be voidable in the event of misrepresentation misdescription or non-disclosure in any material fact.

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the *Insured* or anyone acting on the *Insured's* behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of the *Insured* all benefits under this Policy shall be forfeited

## 15. Cancellation

The *Company* may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the *Insured's* address last known to the *Company* and in such event the *Company* will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

The *Insured* may cancel this Policy at any time by giving the *Company* written notice and in such event the *Company* will return a pro-rata portion of the premium and tax for the unexpired Period of Insurance subject to the *Company's* retention of a £25 administration fee.

## 16. Contracts (Rights of Third Parties) Act 1999

(a) This Policy is a contract solely between the *Company* (which term in this Condition shall include Underwriter or Insurer) and the *Insured* (which term in this Condition shall include ASSURED) or *Insured* specifically named in the Policy Schedule.

It is not intended to confer any contractual rights on any other person (which terms this Condition shall include the plural bodies corporate and unincorporated associations) unless the *Company* has agreed thereto in writing.

The *Company* may at its discretion and on such terms as it shall specify grant to the *Insured* in writing the power to designate a person who shall then be entitled to such contractual rights under the Policy as may be specified and subject to the due observance of the terms and Conditions of the Policy and of this Condition.

(b) Where the *Company* has granted rights to a person other than the *Insured* named in the Policy Schedule or where the *Company* has granted to the *Insured* named in the Schedule the power to designate any other person as being entitled to contractual rights under this Policy such contractual rights shall be subject to the following additional conditions each of which shall be a condition precedent to the liability of the *Company* to grant any indemnity or make any payment to that person under this Policy:

(i) At the time when such contractual rights were granted to such person the Policy shall have been in full force and no circumstances shall have occurred which whether known or unknown to the *Company* would entitle the *Company* to rescind cancel or avoid the Policy;

(ii) The *Insured* named in the Schedule shall not be or have been in breach of any term or Condition of the Policy;

(iii) The *Insured* named in the Schedule shall have complied fully with any procedures which may be from time to time issued by the *Company* for the recording and notification of particulars of persons granted such contractual rights under the Policy;

(iv) Up to and at the time of the occurrence of any event which is the subject of any claim under this Policy the person claiming contractual rights under this Policy shall have observed fully all terms and Conditions of this Policy in so far as they shall be reasonably capable of being applied to such person and thereafter shall comply with all terms of the Policy relating to the management of claims as if they were named as the *Insured* in the Policy Schedule.

(c) Any right of the *Company* to rescind cancel or vary this Policy shall not be subject to or diminished by the rights of any person who is granted contractual rights under the Policy. Notice of the exercise of such rights (namely to rescind avoid cancel or vary this Policy) by the *Company* shall be effective if given in writing and sent to the last known address of the *Insured* first named in the Policy Schedule.

Such notice shall be deemed to be notice to any person having contractual rights under the Policy

- (d) The maximum limit placed on any benefit sum insured or indemnity payable under this Policy shall not be increased by the number of persons entitled to exercise contractual rights under the Policy and the *Company's* liability shall not hereby be increased above the amount that would have been payable if the *Insured* first named in the Policy Schedule was the only person entitled to contractual rights under the Policy.
- (e) The receipt of any person appearing to be entitled to claim under the Policy shall be effective as a receipt on behalf of all such persons who may be entitled to claim under the Policy. The *Company* shall not be under any duty to inquire into the relative priorities of any persons claiming to be entitled to any benefit of indemnity under the Policy.
- (f) All other terms and Exclusions of the Policy shall remain in full force and effect.

#### **17. Risk Improvement Requirements**

All Risk Improvement Requirements notified to and agreed by or on behalf of the *Insured* shall be complied with and continue to be complied with during the whole currency of the Policy

#### **18. Cooling Off Period**

If the *Insured* decides not to proceed with this insurance within fourteen days of receipt of the Policy Documents the *Company* will refund any premium and tax the *Insured* has paid subject to:

- 1 the *Insured* notifying the broker or organisation that sold the Policy and returning the original Policy Schedule and certificates to them within fourteen days of receipt;
- 2 no claims having been made and no incidents having arisen that could result in a claim under the Policy.

#### **19. Dishonesty**

If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the *Insured* or any *Director* or *Partner* or anyone acting on the *Insured's* behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of the *Insured* or any *Director* or *Partner* then all benefits under this Policy will be forfeited

#### **20. Claims – Repayment of Excess**

The *Insured* will repay to the *Company* the amount of any *Excess* for which the *Company* has made payment

## **Claims Reporting Under Sections 1, 2, 3, 4**

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The *Insurer* should, as soon as possible be notified in writing of any potential *Claim* and be provided with any written or other evidence relevant to the issues giving rise to the *Claim*. The *Insured* will be required to provide the names of any possible witnesses and details, of any costs incurred prior to the *Insurer* accepting the *Claim*, including any action already taken.

Claims should be notified to:

Ageas Insurance Limited  
Commercial Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
PO6 4TY

Phone: 0844 748 0117

Email: [claims.commercial@ageas.co.uk](mailto:claims.commercial@ageas.co.uk)

## **Claims Reporting Under Section 5**

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*Claims* should be made by contacting the Advice Line as soon as is reasonably practical on 01455 852100 or by writing to:

Qdos Broker & Underwriting Services Limited  
Claims Department  
Windsor House  
Humberstone Lane  
Thurmaston  
Leicester  
LE4 9HA

Tel: 01455 852100

Fax: 01455 841000

Please quote your Policy Number in all correspondence.

In the event of a claim our Claims Department will issue you with a Claim Form which will need to be completed and returned along with any supporting documentation we request, before we can confirm the status of your claim.