Your Policy Booklet

Dental Practice Insurance
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Policy information *(not forming part of the policy)*

Please read this policy carefully to ensure that it meets your requirements.

The policy consists of:

The general policy Preamble Definitions Exclusions Conditions Requirements and Memoranda which incorporate definitions and terms that apply to the whole policy.

Individual sections number 1 to 10 as shown in the table of contents each setting out the terms relating to that section and the definitions used specifically in that section. This booklet shows all the sections available but you must check with your policy schedule (see below) to see which sections are included.

The policy schedule this shows those things that are individual to your insurance e.g. the identity of the Insured, the business being covered, the period of insurance, the covers you have chosen to include, the limits that apply and any special clauses. We will send an updated schedule at each annual renewal date and when changes are requested by you or made by us. At renewal we may send you a further document called “Updates to your Policy” this shows changes to the policy booklet applicable to all policies of the type you hold. Please retain these “Updates to your Policy” notices plus the latest schedule with your policy booklet.
How to make a claim
(not forming part of the policy)

Claims should be reported to:
Crawford & Company
1 Clarendon Road
Watford
Hertfordshire
WD17 1HG
Tel: 0870 241 5703
Fax: 01908 30 2115
Email: Aon.Professions@crawco.co.uk

To make a legal expenses claim under your policy please contact Abbey Legal. Details of which can be found under section 10 of this policy.

For all claims
The action to be taken by the Policyholder in the event of an incident which may give rise to a claim is shown on pages 9 and 10.
Emergency glass replacement – provided by Evander

If the building of the office suffers breakage of glass, a Evander operative will effect a rapid repair. If you are insured for glass breakage Evander will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs. If the glass is not insured you will of course be solely responsible for the entire cost of repairs.

The Evander telephone number is 0800 206 2998 (a freephone number).

When telephoning the emergency helpline services would you please ensure that you are able to provide the policy number which can be found on the policy schedule.
Aon Dental Practice Insurance

Specially arranged by Aon UK Limited

Aon UK Limited arranges this policy on your behalf.

Aon Underwriting Managers is a trading name of Aon UK Limited. Aon Underwriting Managers acts as a Managing General Agent (MGA) under a delegated underwriting authority on behalf of the insurer(s) shown on your policy schedule.

The Insurers and the Insured named in the schedule agree that:

1. the application or any other information supplied shall be incorporated into the contract
2. this policy booklet the schedule (including any replacement schedule) and any endorsement shall together form the policy and be considered as one document
3. the Insured will pay the premium
4. the Insurers will subject to the terms and conditions of this policy provide insurance under the section(s) specified in the schedule during the period of insurance or any subsequent period for which the Insured shall pay and the Insurers shall accept the renewal premium
5. The appropriate law as set out below will apply unless the Insured and The Insurers agree otherwise:
   a. The law applying in that part of the United Kingdom, Channel Islands or the Isle of Man in which the Insured normally lives or (if applicable) the first named Insured normally lives; or
   b. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
   c. Should neither of the above be applicable, the law of England and Wales will apply.
6. Use of Language
   Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
General definitions

Each time any of the following words or phrases appear in this booklet in **bold italic** type they will take the specific meaning shown below unless more specifically defined under each individual policy section.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

**Business** – means the **business** of the **Insured** as stated in the schedule.

**Insurers/we/our/us** – means the insurer(s) listed on the policy schedule.

**Damage** – means physical loss destruction or damage.

**Defined peril** – means to the extent that these are covered by this policy fire, lightning, explosion aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank, apparatus or pipe impact by any road vehicle or animal, falling trees, falling aerals, escape of oil from a fixed oil-fired heating installation or storage tank, theft, accidental escape of water from any automatic sprinkler installation, subsidence, ground heave or landslip.

**Excess** – means the first amount of each and every loss (after applying an adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss.

**Geographical limits** – means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

**Insured/you/your/yours** – means the **Insured** shown in the schedule and in the case of a partnership or limited partnership any partner or former partner or member or former member of the **Insured** shown in the schedule.

**Premises** – means that part of the premises at the addresses shown in the schedule owned or occupied by **you** in connection with the **business**.

**Terrorism** – means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

**Unoccupied**

Any building or portion of a building that is

a) not physically occupied by **You** or **Your Employees** during **Your normal working hours**, and/or

b) not used for the purposes of **The Business**, and/or

c) empty, vacant, disused, untenanted or unfurnished, and/or

d) awaiting refurbishment, redevelopment, renovation or demolition, for a period in excess of 45 consecutive days.

**Virus or similar mechanism** – means program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage** interfere with or otherwise adversely affect computer programs, data files, or operations whether involving selfreplication or not. This includes but is not limited to Trojan horses, worms and logic bombs.
General exclusions

This policy does not cover

1 **Other Insurances**
   property more specifically insured under another policy

2 **Radioactive Contamination**
   a) **damage** to any 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 radiations or contamination by
      radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Exclusion 2 does not apply to the Personal Accident Section

Exclusion 2(b) does not apply to cover 1 of the Legal liability section except in respect of liability of any principal and liability assumed by agreement

3 **War risks**
   We will not indemnify You in respect of
   any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
   a) i war, invasion, act of a foreign enemy, hostilities or a warlike operation or 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
      ii mutiny or military uprising, martial law
   b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
c) any action taken in controlling, preventing, suppressing or in any way relating to 1 a) and/or 1 b) above.

However,

1 exception 1 a) ii shall only apply in respect of the following Sections, when insured by this policy
   a) Material Damage
   b) Computer
   c) Loss of Money
   d) Loss of Rent
   e) Glass
   f) Equipment Breakdown
   g) Business Interruption

2 exceptions 1 a), b) and c) do not apply to the following Sections, when insured by this policy
   a) Fidelity Guarantee
   b) Legal Liability Cover 1

4 **Sonic Bangs**
   **damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

5 **Date Recognition**
   any consequential or other loss costs and expenses and any legal liability **accidental bodily injury** or **damage** to property directly or indirectly caused by or contributed to by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**
   a) correctly to recognise any date as its true calendar date
   b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
   c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any **computer** being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date
   but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**
Definition specific to this exclusion

Computer – means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

Exclusion 5 does not apply to the Personal Accident Section and the Assault extension of the Money section

6 Terrorism

any damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

a) any act of terrorism regardless of any other contributory cause

and

b) in Northern Ireland riot civil commotion and (except in respect of damage or consequential loss by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons

This insurance also excludes damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism

If we allege that by reason of this exclusion any damage expense or cost is not covered by this policy the burden of proving the contrary shall be upon you

Exclusion 6 does not apply to

1) Section 6 – Personal Accident

2) Section 7 – Legal Liability
General conditions

1 Misrepresentation and Misdescription
   This policy shall be voidable in the event of material misrepresentation or non-disclosure.

2 Alteration of Risk
   If after the commencement of the insurance there is any alteration of the risk:
   a) whereby the risk of
   b) whereby the premises undergo major structural alterations or major repair (that does not include where workmen are allowed on the premises to carry out minor repairs alterations or general maintenance not involving external scaffolding)
   c) whereby your interest ceases except by will or operation of law
   d) whereby an administrator or liquidator or receiver is appointed or where you enter into a voluntary arrangement
   e) by any other material change in use of the premises

   This policy shall be cancelled with effect from the date of such alteration unless such alteration is admitted in writing by us.

3 Fraudulent Claims
   If any claim upon this policy is in any respect fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefit under this policy or if any damage is occasioned by your wilful act or with your connivance all benefit under this policy shall be forfeited.

4 Reasonable Care
   You shall take all reasonable precautions to prevent damage accident illness and disease and shall exercise reasonable care in seeing that all statutory and other obligations and regulations are duly observed and complied with and shall maintain the premises and all ways works machinery and plant in sound condition.

   If any defect is discovered by complaint or otherwise you shall take immediate steps to remedy the same and in the meantime shall cause such temporary precautions to be taken as the circumstances may require.

5 Multiple Insurances
   a) Applicable to all sections except Equipment breakdown Money with Assault extension
      Legal Liability and Personal Accident
      If at the time any claim arises under this policy there are any other insurances in force covering the same damage or liability we shall not be liable for more than our rateable proportion and if such other insurance shall be subject to any condition of average this policy if not already subject to any condition of average shall be subject to average in like manner.
   b) Applicable to the Equipment breakdown Legal Liability Legal Expenses and Money Section apart from the Assault extension
      If at the time of any claim arising under this policy you are or would but for the existence of this policy be entitled to indemnity under any other policy or policies we shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
   c) Applicable to the Personal Accident Section and the Assault extension of the Money Section
      Irrespective of the number of policies issued by us to you which provide cover to an insured person we shall not pay personal accident benefits under more than one policy for any one occurrence.

   The policy which provides the greatest benefit will apply.

6 Arbitration
   If any difference should arise as to the amounts that should be paid under this policy (liability being otherwise admitted) such difference shall be resolved by arbitration in accordance with the statutory provisions in force at the time by
   a) an arbitrator agreed to in writing by the parties or if the parties cannot agree
   b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party after a 7 day written notice by one party to the other requiring an agreement.

   You must not take legal action against us over the dispute before the arbitrator has reached a decision.

7 Cancellation
   a) You may cancel this policy at any time after the date we have received the premium, by providing 30 days notice in writing to us.
b) **We** will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **us** or any agent appointed by us and acting with our specific authority to your last known address.

c) In circumstances other than any alteration of risk (see General Condition 2) **we** may also cancel this policy at any time by sending not less than 30 days’ notice in writing to your last known address, in which case **we** or any agent appointed by us and acting with our specific authority will refund a proportionate part of the premium for the unexpired period.

8 **Unoccupied Premises**

If in relation to any claim for Damage while The Premises are Unoccupied, **you** have failed to fulfil any of the following conditions, **you** will lose your right to indemnity or payment for that claim.

**You** must

a) carry out internal and external inspections of the buildings at least every seven days

   i maintain a weekly log of such inspections to be retained for a period of at least 12 months.

   ii as soon as possible, repair, or arrange to repair any Damage or defects found including the removal of graffiti.

   iii carry out a monthly management check of the weekly inspections log.

b) remove all loose combustible items, including furniture, pallets, mail/flyers, waste, refuse, stock and materials in trade, and gas bottles, either within or outside the buildings, from The Premises.

c) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings.

d) i turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves,

   ii drain all water and fuel supply tanks, apparatus and pipes.

However, where the buildings are protected by

i an Intruder Alarm, CCTV or Fire Detection System **you** must provide sufficient power for their effective operation.

ii a sprinkler installation, **you** must provide sufficient power or water supplies for its effective operation and sufficient heat to prevent it freezing.

e) advise **us** immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.
Claims conditions

Your duties

On the happening of any incident which may give rise to a claim you shall

1 General applicable to all sections other than Legal Expenses and Fidelity Guarantee

a) take all practicable steps to recover property lost and otherwise minimise the claim

b) inform the Police immediately if the damage is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances

c) notify us immediately

d) at our request and at our expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which we shall be or would become entitled or subrogated upon our paying for or making good any damage under this policy whether such acts and things shall be or become necessary or required before or after their indemnification by us

2 Applicable to all sections except Loss of Rent Business Interruption Legal Liability Personal Accident the Assault extension of the Money section Fidelity Guarantee and the Legal Expenses Section

a) Within 30 days or such further time as we may in writing allow deliver to us a written claim providing at your own expense all details proofs information regarding the cause and amount of the damage as we may reasonably require together with details of any other insurances on any property insured by this policy and (if demanded) a statutory declaration of the truth of the claim and of any related matters

No claim under these sections shall be payable unless the terms of this condition have been complied with

b) If we elect or become bound to reinstate or replace any property produce at your expense and give to us all such plans documents and information as we may reasonably require

However we shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured

3 Applicable to Loss of Rent and Business Interruption Sections

Within 30 days after the expiry of the indemnity period or within such further time as we may in writing allow at your expense deliver to us a statement setting out particulars of the claim together with details of all other insurances covering any part of the damage or resulting business interruption

You shall at your expense also provide us with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by us for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matters

No claim under these sections shall be payable unless the terms of this condition have been complied with and in the event of noncompliance any payment on account of the claim already made by us shall be repaid to us

4 Applicable to Legal Liability Section only

a) not make or allow to be made on your behalf any admission offer promise payment or indemnity without our written consent

b) forward to us every letter writ summons and process immediately upon receipt without acknowledgment and advise us in writing as soon as you have any knowledge of any impending prosecution inquest or fatal inquiry in connection with that event

5 Applicable to Personal Accident Section and the Assault extension of the Money Section

a) at your expense provide all certificates information and evidence as required by and in the form prescribed by us

b) arrange for the insured person to undergo medical examination by our medical practitioner as often as we require at our expense

6 Applicable to the Legal Expenses Section

As described in the Legal Expenses Section of the policy

7 Applicable to the Fidelity Guarantee Section

As described in the Fidelity Guarantee Section of the policy

8 Claims preparation costs

The insurance by this policy is extended to include the reasonable and necessary expenses incurred, with our consent, by Aon UK Limited, for assessment, preparation of claim or claims advocacy service with regard to a claim resulting from loss by any cause (other than an excluded...
cause) happening during the period of insurance. Such consent is not to be unreasonably withheld or delayed.

Our liability under this extension shall not exceed £5,000 in respect of any one claim or series of claims arising from a single occurrence and is in addition to the policy limits.

Our rights

1 Applicable to all sections except the Personal Accident Section the Assault extension of the Money Section Fidelity Guarantee Section and the Legal Expenses Section

We may

a) enter any building where damage has occurred and take possession of the building and take and keep possession of any property insured by this policy but you may not abandon property to us

b) start take over defend and conduct any legal action in your name or prosecute in your name for our own benefit any claim for indemnity or damages and shall have full discretion in the conduct and settlement of any such action

This policy shall be proof that you have given us authority to exercise our rights under this condition

2 Applicable to the Legal Liability Section

We may at any time pay to you the limit of indemnity

a) in the case of Employers' Liability or Prosecution Defence Cost claims after deduction of any sum or sums already paid or incurred

b) in the case of Public and Products Liability claims after deduction of any sum or sums already paid or incurred as damages

or any less amount for which at our discretion any claim or claims can be settled and we will then relinquish control of any such claim and be under no further liability except that in respect of any Public and Products Liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) we will also pay any legal costs incurred prior to the date of such payment

3 Applicable to the Personal Accident Section and the Assault extension of the Money Section

We shall in the event of death of any insured person be entitled to have a post mortem at our expense

4 Applicable to the Legal Expenses Section

As described in the Legal Expenses Section

5 Applicable to the Fidelity Guarantee Section

As described in the Fidelity Guarantee Section

General memoranda

1 Other interests

The interest in the property insurance by this policy of any party having an insurable interest in any property insured by this policy is noted in the insurance subject to you advising us of the nature and extent of the interest together with the name and address of the interested party in the event of damage occurring which is covered by this policy

2 More than one premises insured

If this policy insures more than one premises the policy limitations and exclusions apply separately to each premises in the same manner as if each had been insured by a separate policy

3 Designation of Property

For the purpose of determining where necessary the heading under which the property is insured we agree to accept the designation under which any such property has been entered in your books

4 Survey Inspection

Where we have agreed to provide insurance subject to survey this policy may be subject to revision after the premises have been inspected by the Insurers Surveyor and the Insured must implement any risk improvements that we may require within any time limit(s) specified by us

Where the survey reveals the risk to be outside our normal acceptance criteria for this class of business we reserve the right to void the policy

5 Contracts (Rights of Third Parties)

A person or who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act
Section 1 Material damage
The schedule will show if this section applies

Definitions applying to Section 1 Material damage
Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Buildings – means the buildings of the premises including landlord’s fixtures and fittings boundary walls gates and fences outbuildings piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of your responsibility storage tanks car parks yards roads pavements swimming pools with associated apparatus

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of combustible mineral ingredients and exclude land piers jetties bridges culverts and excavations.

Contents – means business equipment computers plant machinery furniture fixtures, fittings, documents and client records and all other contents belonging to you or for which you are responsible and contained in the buildings and elsewhere as stated in this policy and the schedule including

1 The cost of materials labour and computer time in reproducing
   a) documents manuscripts and business books while anywhere in the world
   b) patterns models moulds plans and designs
   c) computer systems records for an amount not exceeding 5% of the sum insured by the item on contents but not any cost in connection with producing information to be recorded or for the value to you of the information contained therein

2 stock and materials in trade including stock of drugs medicines and vaccines for professional use and work in progress your property or held by you in trust or on commission for which you are responsible in the buildings and elsewhere as stated in this policy and schedule

3 portable telephones belonging to you or for which you are responsible including additional line charges incurred following damage while anywhere in the world

4 any other equipment belonging to you or for which you are responsible appertaining to the business and used away from the premises while anywhere in the world

Subject to our liability any one occurrence not exceeding 5% of the sum insured for (1) above or £5,000 whichever is the lower.

Contents excludes
i landlord’s fixtures and fittings
ii cash or money instruments of any description whether negotiable or nonnegotiable (other than personal money insured by Extension 5)
iii vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
iv any living creatures trees shrubs plants or other vegetation
v explosives
vi any other property more specifically insured

Items insured – means the items insured as set out in the Material Damage section of the schedule to this policy

Tenants’ Improvements – means tenants’ improvements and interior decorations at the premises which are your property or for which you are responsible

Valuables – means curios pictures and other works of art coin or stamp collections articles of precious metal jewellery trophies regalia or furs while in the buildings of the premises or as described in extension 1

Cover
Cover (A) Contents
Cover (B) Buildings
Cover (C) Tenants’ Improvements

The schedule will show which covers are operative.

We will indemnify you in respect of accidental damage to the items insured by any cause (other than an excluded cause) happening during the period of insurance.
Amount Payable Cover (A) Contents

We will pay except in respect of property insured under extension 5 the cost of repair or replacement without deduction for wear and tear provided that repair or replacement has been carried out.

Our liability shall not exceed the sum insured for each item nor in all the total sum insured under the section in any one period of insurance.

Amount payable Cover (B) buildings and Cover (C) tenants’ improvements

We will pay the cost of repair or replacement to a condition equal to but not better or more extensive than its condition when new provided that the property covered is maintained in good repair and that the repair or replacement of the damage has been carried out.

Extensions

We will also indemnify you in respect of

1. Temporary Removal
   damage to property described under (iv) of contents and valuables while
   a) in transit
   b) in any temporary surgery established by you
   c) at the private dwelling of any principal or employee of yours
   d) temporarily stored at any premises
   e) temporarily removed from the premises for cleaning or repair

   anywhere within the European Union Switzerland Norway or Iceland subject to our maximum liability not exceeding
   i) in respect of valuables £5,000 any one consignment and
   ii) overall (including valuables) £50,000 any one incident

2. Theft Damage to the Premises
   the amount for which you are responsible in respect of damage to the premises resulting from theft or attempt thereat subject to our liability in respect of any one occurrence not exceeding the sum insured for contents.

3. Theft of Keys
   expenses not exceeding £2,500 incurred as a result of the necessary replacement of locks following the loss of keys (including keys held in trust by you) by theft from any building or motor vehicle.

The cover under this extension in so far as it relates to keys to any safe or strongroom is in respect of your own premises only and excludes any claim following theft of such keys from the premises out of business hours.

4. Surgery signs and Nameplates
   damage to signs and nameplates fixed to surgeries subject to our liability not exceeding the sum insured for contents.

5. Personal Effects
   damage to personal effects including doctors and dentists bags and patients equipment and personal money (excluding bankers cards credit and debit cards) belonging to you or your visitors or any principal partner or employee of yours.

   Limit any one person £1,500 (including personal money for an amount not exceeding £500 and pedal cycles up to a limit of £250).

6. Tenants Improvements and Interior Decorations
   where Cover (A) only is operative damage to tenants’ improvements and interior decorations for which you are responsible subject to
   a) our maximum liability not exceeding 10% of the total sum insured by this section.
   b) the sum insured including an allowance for all tenant’s improvements and interior decorations for which you are responsible.

7. Pipes and Cables
   damage (other than as a result of gradual deterioration and wear and tear) to pipes and cables where you are liable as tenant.

8. Metered Utilities
   additional metered utility charges incurred by you as a result of damage insured by this policy subject to our liability not exceeding £10,000 in any one period of insurance.

   The amount of indemnity shall be calculated by comparing the charge made by the utility supplier on their account for the period during which the loss occurred with the charges for the previous period adjusted for any other relevant factors affecting your consumption of such utilities during the periods concerned.

9. Television Aerials
   damage to radio and television receiving aerials satellite television dishes their fixtures or masts at the premises or premises for which you are responsible subject to our liability not exceeding the sum insured for contents.
10 **Trace and Access**

In the event of damage resulting from the escape of water or oil (following accidental damage to tanks apparatus or pipes) and provided we have accepted a claim for such damage costs necessarily and reasonably incurred in locating the source of the damage in order to effect repairs and the costs of making good subject to our liability not exceeding £25,000 for any one occurrence.

11 **Emergency Services Damage to Grounds**

Damage caused by the emergency services to the grounds of the premises for which you are responsible subject to our liability not exceeding £50,000 for any one occurrence.

12 **Subsidence Ground Heave and Landslip**

(operative in respect of contents and tenant’s improvements but for buildings only if stated in the schedule) notwithstanding exclusion 5 of this section if the buildings are insured damage caused as a result of subsidence ground heave or landslip of any part of the site on which the premises stand excluding:

a) damage to boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks and swimming pools unless also affecting a building insured under this policy.

b) damage caused by or consisting of:

i) the normal settlement or bedding down of new structures

ii) the settlement or movement of madeup ground

iii) coastal or river erosion

iv) defective design or workmanship or the use of defective materials

v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe

c) damage which originated prior to the inception of this cover.

d) damage resulting from:

i) demolition construction structural alteration or repair of any property or

ii) groundworks or excavation at the same premises

e) the excess at each separate premises as specified in the schedule.

**Special Condition applying to Extension 12**

You shall notify us immediately you become aware of any demolition groundworks excavation or construction being carried out on any adjoining site.

We shall then have the right to vary the terms or cancel this cover.

13 **Contracting Purchaser**

If the buildings are insured the interest of the purchaser in the insurance by this section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted.

Provided that:

a) the building is not insured elsewhere for the benefit of the purchaser.

b) the purchaser complies with and is bound by the terms of the policy.

14 **Extinguisher and alarm resetting expenses**

The reasonable costs incurred by you in refilling fire extinguisher appliances replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an insured event.

15 **Capital Additions**

Under the buildings and contents items:

a) alterations and additions to the property insured but not in respect of any appreciation in value.

b) newly acquired property in so far as it is not otherwise insured anywhere in the geographical limits.

Provided that:

i) at any one situation this cover shall not exceed 10% of the total sum insured on such property or £250,000 in respect of buildings and contents whichever is the less.

ii) you undertake to give details of such extension of cover as soon as practicable and to effect specific insurance thereon and pay such additional premium as may be required from inception of the cover.

16 **Fees**

If the buildings are insured architects’ surveyors’ consulting engineers’ and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its damage by any cause insured under this policy but not for preparing any claim it being understood that the amount payable for such damage and fees shall not exceed in the aggregate the sum insured by each item.
**Section 1 Material damage**

17 **Removal of Debris**

Costs and expenses necessarily incurred by **you** with our consent in:

a) removing debris

b) dismantling and/or demolishing

c) shoring up or propping

of the portion or portions of the property **insured** by the said items destroyed or **damaged** by any cause **insured** under this policy it being understood that the amount payable for such **damage** and costs incurred under:

(a) (b) and (c) shall not exceed in the aggregate the sum **insured** by each item.

**We** will not pay for any costs or expenses:

i incurred in removing debris except from the site of such property destroyed or **damaged** and the area immediately adjacent to such site

ii arising from pollution or contamination of property not **insured** by this policy

18 **European Union and Public Authorities**

If the **buildings** are **insured** such additional cost of reinstatement of the destroyed or **damaged** property as may be incurred solely by reason of the necessity to comply with the stipulations of:

1) European Union legislation or

2) building or other regulations under or framed in pursuance of any Act of Parliament or byelaws of any public authority (hereinafter referred to as “the Stipulations”)

excluding:

a) the cost incurred in complying with the Stipulations:

i in respect of **damage** occurring prior to the granting of this extension

ii in respect of **damage** not **insured** by this policy

iii under which notice has been served upon **you** prior to the happening of the **damage**

iv for which there is an existing requirement which has to be implemented within a given period

v in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property lost destroyed or **damaged**

b) the additional cost that would have been required to make good the property lost destroyed or **damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen

c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the stipulations

**Special Conditions**

1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **damage** or within such further time as **we** may allow (during the said twelve months) and may be carried out upon another site (if the stipulations so necessitate) subject to our liability under this extension not being thereby increased

2 If our liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then our liability under this extension (in respect of any such item) shall be reduced in like proportion.

3 The total amount recoverable under any item of the policy under this extension shall not exceed:

a) 15% of its sum **insured**

b) where the sum **insured** by the item applies to property at more than one **premises** 15% of the total amount for which **we** would have been liable had the property **insured** by the item at the **premises** where **damage** has occurred been wholly destroyed

4 The total amount recoverable under any item of the policy shall not exceed its sum **insured**

5 All the terms of this policy except in so far as they may be expressly varied shall apply as if they had been incorporated herein.

19 **Automatic Reinstatement**

(not applicable to any limits on the extensions to this section)

In consideration of **your** agreement to pay such additional premium as may be required **we** will automatically reinstate the sum **insured** in full after **damage** has occurred.

Provided that:

a) **we** have not given you notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum **insured**

b) **you** have carried out any reasonable recommendations **we** may make to prevent further **damage**
20 Hired-in property

Damage by an insured event to contents hired in for the purposes of the business for which you are responsible

Limit 10% of the contents sum insured any one loss

21 Freezer contents

If contents are insured damage to the contents of chill or deep freeze food units as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes

In addition we will pay if incurred the necessary and reasonable cost of hiring temporary alternative freezing space

Excluding

a) damage caused by the deliberate act of any electricity or gas supply authority in withholding or restricting supply

b) damage arising from the breakdown or malfunction of any unit which is over 7 years old unless the refrigeration unit is the subject of a current guarantee or an annual maintenance contract (this exclusion does not apply to equipment incorporating a hermetically sealed refrigeration unit)

c) damage caused by your wilful act or neglect

Limit £5,000 for the contents of any unit and £20,000 in total any one period of insurance

22 Discharge of oil

Costs and expenses necessarily incurred by you with our consent to decontaminate the grounds of the premises following accidental discharge of oil from any oil fired heating appliance or storage tanks

Limit £5000 any one claim

23 Clearing of drains

The reasonable costs incurred by you for clearing or repairing drains gutters sewers and the like for which you are responsible incurred as a direct result of damage caused by an insured event

Limit £50,000 any one claim

24 Contract Works

Where you have entered into a contract or agreement for the extension, alteration or refurbishment of any of the premises, the insurance by each insured item on buildings and tenants’ improvements is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and we will note the interest of the contractor(s) and subcontractor(s) as specified in the contract where such interests are required provided the maximum contract price does not exceed £250,000

We will not indemnify you

a) Where a more specific insurance policy is in force

b) In respect of each separate contract for the first £500 in respect of theft or malicious damage.

For the purposes of this clause, contract works include temporary or permanent works completed or to be completed by or on behalf of you at the premises.

Memorandum applying to Section 1 Material damage

Inflation Protection

The sum insured under this section shall be increased automatically at monthly intervals by 0.5% simple at no additional premium until renewal

The premium at which any following renewal may be invited by us will be calculated on the total sum insured produced by operation of this clause

If any other alteration to the sum insured is effected before renewal date the increase produced by this clause will be assessed on the revised sum

Condition applying to Section 1 Material damage

Average Condition

If at the time of reinstatement of any damage the sum representing 85% of the full cost of reinstatement of the whole of the property covered exceeds the sum insured thereon at the time of the damage then you shall be considered as being your own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property covered and shall bear a rateable proportion of the loss accordingly

Exclusions applying to Section 1 Material damage

We shall not be liable under this section for

1 damage to

a) any part of any dynamo electric motor or other individual component caused by its own selfignition

b) money as defined in Section 5 except as provided for under extension 5) Personal Effects

c) motor vehicles or accessories on the vehicle

d) property in the open
e) portable telephones contained in an unattended motor vehicle unless
   i the motor vehicle is locked at all points of access
   ii there are visible signs of forcible and violent entry to the vehicle
   iii the telephone (unless permanently fixed in one position) is contained in a locked compartment within the vehicle or is hidden from view

2 *damage* to exterior and interior fixed glass mirrors, blinds, sanitary fixtures and fittings or signs (other than name plates) other than when caused by fire or explosion

3 *damage* due to
   a) faulty or defective design materials or workmanship inherent vice, latent defect, gradual deterioration, wear and tear or frost
   b) corrosion, rust, change in temperature, dampness, dryness wet or dry rot, shrinkage, evaporation, change in colour, texture or finish, vermin, insects, marring or scratching
   c) collapse or cracking of *buildings*
   d) normal settlement or bedding down of new structures

4 *damage* due to atmospheric and climatic conditions (other than storm tempest or flood) or any other gradually operating cause, wear and tear, market depreciation, rust, dust, moth, vermin, mechanical or electrical breakdown, or faulty design or materials or workmanship

5 *damage* caused by or consisting of subsidence, ground heave or landslip except as otherwise provided for by extension 12) to this section

6 *damage* attributable solely to change in the water table level

7 *damage* by wind, rain, hail, sleet, snow or flood to fences and gates

8 consequential loss of any kind

9 *damage* caused by pollution or contamination but this exclusion shall not apply to *damage* to the property *insured* not otherwise excluded caused by
   i pollution or contamination which itself results from a *defined peril*
   ii a *defined peril* which itself results from pollution or contamination

10 the amount of the *excess*
Section 2 Equipment breakdown

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Accident(s) – means

a) electrical or mechanical breakdown including rupture or bursting caused by centrifugal force
b) artificially generated electric current including electric arcing that disturbs electrical devices appliances or wires
c) explosion or collapse of steam boilers steam pipes steam engines or steam turbines owned or leased by you or operated under your control
d) damage to steam boilers steam pipes steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) inside such boilers or equipment
e) damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) inside such equipment

Additional expenses – means expenses incurred to clean up or dispose of the covered equipment resulting from contamination by a hazardous substance

Breakdown – means

a) the actual breaking failure distortion or burning out of any part of the covered equipment whilst in ordinary use arising from defects in the covered equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work
b) fracturing of any part of the covered equipment by frost when such fracture renders the covered equipment inoperative
c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

Collapse – means the sudden and dangerous distortion (whether or not attended by rupture) of any part of the covered equipment caused by crushing stress by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

Computer equipment – means equipment that is electronic computer or other data processing equipment including media software and peripherals used in conjunction with such equipment belonging to you or for which you are responsible

Covered equipment – means equipment owned by you or for which you are responsible built to operate under vacuum or pressure (other than weight of contents) or used for the generation transmission or utilisation of energy including but not limited to

a) heating systems and hot water heaters
b) air circulation ventilation air conditioning and nonprocess refrigeration systems
c) electrical panels emergency generators and electrical distribution systems
d) security alarm systems
e) lifts and escalators
f) office equipment including telephone systems fax machines copiers and printers
g) retail equipment bar code scanners credit and debit card payment systems and cash registers
h) forklift trucks at the premises
i) computer equipment
j) autoclaves
k) dentist chairs and lifting equipment
l) drilling polishing and cleaning equipment
m) specialist lighting

Excluding

i any structure foundation masonry brickwork cabinet compartment or air supported structure or building
ii any insulating or refractory material
iii any sewer piping underground vessels or piping forming a part of a sprinkler system
iv any water piping other than boiler feedwater piping boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
v any vehicle or mobile lifting equipment (other than forklift trucks at the premises) or aircraft or floating vessel including any equipment mounted on such vehicle or mobile lifting equipment or aircraft or floating vessel
vi any dragline excavation or construction plant or equipment
vii any tool die cutting edge crushing surface trailing cable non metallic lining driving belt or band or any other part requiring periodical renewal
viii any equipment manufactured by you for sale
ix kitchen and food preparation equipment laundry and cleaning audiovisual equipment and computer equipment whilst in a private dwelling or private dwelling quarters
x any electronic equipment (other than computer equipment) used for research diagnostic treatment experimental or other medical or scientific purposes
xi surgery signs and nameplates
xii TV aerials
xiii cables
xiv property forming part of the covered equipment that is exchangeable consumable or that requires periodic renewal such as cutting edges tooling attachments cables glass china porcelain ceramic bulbs or similar fragile materials however this exclusion is limited to the parts themselves and shall not apply to any resultant insured damage
xv light sources (including lasers xray equipment and heat sources) unless occasioned at the same time as loss or damage to other parts of the covered equipment

Explosion – means the sudden and violent rending of the covered equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or the ignited flue gases or ignition of the contents) causing bodily displacement of any part of the covered equipment together with forcible ejection of the contents

Hazardous substance – means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

Media – means all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment

Our liability in any one period of insurance shall not exceed the sum insured under the appropriate section of material damage insurance provided by this policy for each item of covered equipment nor in all the total sum insured subject to the maximum liability below

Maximum liability

The total amount we will pay in respect of this section shall not exceed £5,000,000 in any one period of insurance subject to a limit of £100,000 any one period of insurance for computer equipment. If an initial accident causes other accidents all will be considered one accident

All accidents that are the result of the same event will be considered one accident

Extensions

The insurance by this section is extended to include the following

These extensions do not increase the limits or sums insured that apply

1 Computer equipment

Damage caused by or resulting from an accident to computer equipment occurring whilst anywhere in the European Union but only whilst in the custody or control of you or your employee

Limit £100,000 any one period of insurance

2 Reinstatement of data

We will pay the costs you incur in reinstating data that is lost or damaged as a consequence of an accident to computer equipment

Providing that
a) our liability is limited solely to the cost of reinstating data to media
b) We shall not be liable for any losses discovered later than 180 days after the loss was initiated
c) We shall not be liable for loss or damage to software
d) We shall not be liable under this extension for costs more specifically described under extension 3 Increased Cost of Working

Limit £25,000 any one period of insurance or as shown on the schedule

3 Increased cost of working

We will pay costs necessarily and reasonably incurred by you for the sole purpose of avoiding or diminishing interruption or interference to your computer operations as a consequence of an accident to computer equipment. Limit £25,000 any one period of insurance or as shown on the schedule

Cover

We will indemnify you (by payment up to the value of covered equipment at the time of the damage or at our option by repair reinstatement or replacement) in respect of damage to covered equipment at the premises by any accident under the Material damage or Business interruption sections of the policy happening during the period of insurance provided that these sections are shown as operative under the policy schedule for the current period of insurance.
4 Business Interruption
If the Business interruption section of this policy is operative we will pay to you in respect of each item in the Business interruption schedule the loss occurring during the indemnity period (as defined in the Business interruption section) following an accident to covered equipment that results in the business being interrupted or interfered with.

Our liability shall not exceed the sum insured for each item nor in all the total sum insured and in any event our maximum liability shall not exceed £30,000 any one period of insurance.

5 Hazardous substances
Damage to covered equipment at the premises caused by contamination by a hazardous substance including any additional expenses incurred and if the Business interruption section of this policy is operative loss occurring during the indemnity period (as defined in the Business interruption section) in consequence of the business carried on by you at the premises being interrupted or interfered with.

Limit £6,000 any one period of insurance.

6 Expediting expenses
Reasonable costs necessarily incurred by you to make temporary repairs and expedite permanent repairs or permanent replacement of damaged covered equipment.

Limit £15,000 any one period of insurance.

7 European Union and public authorities
If in force the European Union and Public Authorities extension of the Property damage section of this policy applies to covered equipment damaged as a result of an accident.

Limit £15,000 any one period of insurance.

8 Loss avoidance measures
Reasonable costs necessarily incurred by you to take exceptional measures to prevent or mitigate impending damage to covered equipment as a result of an accident.

Provided that

a) damage would reasonably be expected if such measures were not implemented
b) we are satisfied that damage has been avoided or mitigated by means of the exceptional measures
c) the amount payable will be limited to the cost of damage which would have otherwise occurred
d) the terms conditions and exclusions of this section and the policy apply as if damage had occurred.

e) if damage had occurred it would have resulted in a claim that would have been accepted by us under this section of the policy.

Limit £5,000 any one period of insurance.

Memorandum
Reinstatement basis of settlement in the event of a claim.

Applicable unless stated otherwise in the schedule.

Subject to the following special conditions the basis upon which the amount payable in respect of covered equipment is to be calculated shall be the reinstatement of the covered equipment that is the subject of an accident.

For this purpose ‘reinstatement’ means

a) the replacement of covered equipment that is the subject of an accident which provided our liability is not increased may be carried out
   i) in any manner suitable to your requirements
   ii) upon another site
b) the repair or restoration of covered equipment that is the subject of an accident in the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special condition applicable to this memorandum

1 Our liability for the repair or restoration of covered equipment that is the subject of an accident shall not exceed the amount payable for replacement of the covered equipment.

2 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
   a) unless reinstatement commences and proceeds without unreasonable delay
   b) until the cost of reinstatement shall have been actually incurred.

3 All the terms and conditions of the policy shall apply
   a) in respect of any claim payable under this memorandum except in so far as they are varied hereby
   b) where claims are payable as if this memorandum had not been incorporated.
Exclusions

We shall not be liable in respect of

1. damage caused by or resulting from
   a) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
   b) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions unless such damage results from an accident
   c) mould fungus mildew or yeast
   d) the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul
   e) installation erection dismantling resiting transportation or removal of covered equipment other than resiting transportation or removal under its own power whilst at its operating site
   f) accidental failure of the power supply

2. damage to computer equipment due to its breakdown unless you have in force a maintenance agreement with the manufacturers or other approved in respect of the computer equipment providing for
   a) free repairs to or replacement of the computer equipment following breakdown or stoppage from any internal cause other than your negligence
   b) preventative maintenance or adjustment of mechanical moving parts

We will not cover you for damage to computer equipment which is recoverable under the maintenance agreement warranty or guarantee

3 in respect of extension 4 Business interruption any delay in resuming operations resulting from the need to reconstruct or reinput data or programs on media nor for the costs incurred in so doing

4 any liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency of covered equipment

5 any consequence of civil commotion assuming the proportion of or amounting to a popular uprising martial law or the act of any lawfully constituted authority

6 damage resulting from malicious persons riot civil commotion strikers locked out workers or persons taking part in labour disturbances occurring in Northern Ireland

7 damage directly or indirectly caused by or in consequence of confiscation or nationalisation or requisition or destruction of or damage to covered equipment by or under the order of any government or public or local authority

8 damage to any computer equipment or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information programs software or media) and whether your property or not where such damage is caused by virus or similar mechanism or hacking or denial of service attack

9 damage caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software

10 damage cost or expense that is or can be insured elsewhere in this policy

11 damage caused by or resulting from the deliberate act of any person carried out with the intention to cause damage

12 damage to livestock plants or perishable stock

13 the excess applicable which will be either the Material damage or the Business interruption excess (as appropriate) or £250 whichever is the greater
Section 3 Loss of rent

The schedule will show if this section applies

To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax

For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

Definitions applying to Section 3 Loss of rent

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Damage – means the actual destruction or damage caused by any of the risks described under Section 1 of this policy

Indemnity period – means the period beginning with the occurrence of damage and ending not later than the maximum indemnity period specified in the schedule thereafter during such time as rent is lost in consequence of the damage

Rent – means the rent receivable and service charges received from the letting of the premises or part thereof and/or rent and service charges paid or payable by you for the lease of the premises or part thereof

Cover

We will indemnify you against loss of rent and additional expenditure sustained as a result of damage to the building or other property or part thereof used or owned by you at the premises provided that at the time of the happening of the damage there shall be in force an insurance covering your interest in the property at the premises against such damage and that payment shall have been made or liability admitted under such insurance

If no such payment shall have been made nor liability admitted solely owing to the operation of a proviso excluding liability for losses below a specified amount this shall not invalidate cover under this section

Amount payable

The insurance is limited to 1) loss of rent and 2) additional expenditure occurring during the indemnity period and the amount payable as indemnity thereunder shall be

1 in respect of loss of rent the amount by which the rent during the indemnity period shall in consequence of the damage fall short of the standard rent

2 in respect of additional expenditure the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of rent which but for that expenditure would have taken place during the indemnity period in consequence of the damage but not exceeding the amount of reduction in rent thereby avoided

Less any sum saved during the indemnity period in respect of such of the expenses and charges payable out of rent as may cease or be reduced in consequence of the damage

If the sum insured by this item is less than the annual rent (or proportionately increased multiple thereof where the maximum indemnity period specified in the schedule exceeds twelve months) the amount payable shall be proportionately reduced In the absence of written notice by you or us to the contrary our liability shall not stand reduced by the amount of any loss provided that you pay the appropriate additional premium for such automatic reinstatement of cover

standard rent means the rent for the period corresponding with the indemnity period in the twelve months immediately before the date of the damage appropriately adjusted where the maximum indemnity period detailed in the schedule exceeds twelve months

Annual rent means the rent for the twelve months immediately before the date of the damage to which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures adjusted shall represent as nearly as may be reasonably practicable the rent which but for the damage would have been received or paid during the relative period after the damage
**Alternative trading clause**

If during the *indemnity period* the *business* shall be conducted elsewhere than at the *premises* the money paid or payable in respect of such *premises* shall be brought into account in arriving at the loss of *rent* during the *indemnity period*.

**Automatic extension damage to neighbouring property**

*We* will also indemnify *you* in respect of loss of *rent* and additional expenditure necessarily and reasonably incurred as a result of access to the *premises* being prevented by *damage* caused by any of the risks described in Section 1 of this policy to neighbouring property.
**Section 4 Business interruption**

The schedule will show if this section applies.

To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.

For the purpose of these definitions any adjustments implemented in current cost accounting shall be disregarded.

**Definitions applying to Section 4 Business interruption**

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

*Damage* – means the actual destruction or damage caused by any of the risks described under Section 1 of this policy.

*Gross revenue* – means the money paid or payable to you in the course of the business.

a) at or from the premises.

b) at any temporary accommodation occupied by you provided that during any one period of insurance our liability under this paragraph shall not exceed 10% of the sum insured by this section.

*Indemnity period* – means the period beginning with the occurrence of the damage and ending not later than twelve months thereafter (unless otherwise stated in the schedule) during which the results of the business shall be affected in consequence of the damage.

*Standard gross revenue* – means the gross revenue during the period corresponding with the indemnity period in the twelve months immediately before the date of the damage appropriately adjusted where the maximum indemnity period detailed in the schedule exceeds twelve months to which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been received or paid during the relative period after the damage.

**Cover**

We will indemnify you against loss of gross revenue and additional expenditure sustained as a result of damage to the building or other property or part thereof used or owned by you at the premises (but not at any storage locations away from your own offices) provided that at the time of the happening of the damage there shall be in force an insurance covering your interest in the property at the premises against such damage and that payment shall have been made or liability admitted under such insurance.

If no such payment shall have been made nor liability admitted solely owing to the operation of a proviso excluding liability for losses below a specified amount this shall not invalidate cover under this section.

**Amount payable**

The insurance under this section in respect of schedule Item (i) Loss of Gross Revenue is limited to:

1. Loss of gross revenue sustained in consequence of the damage as shown by comparing the gross revenue during the indemnity period with the standard gross revenue.

   Provided that if the sum insured by this item is less than the gross revenue which would have been earned during the twelve months following the occurrence of the damage (or a proportionately increased multiple of it where the maximum indemnity period detailed in the schedule exceeds twelve months) the amount payable shall be proportionately reduced.

2. Additional expenditure necessarily and reasonably incurred by you in consequence of the damage in order to maintain the business so far as possible during the indemnity period.

   Less any sum saved during the indemnity period in respect of such of the expenses of the business payable out of gross revenue as may cease or be reduced in consequence of the damage.

   Provided always that our total liability shall not exceed the sum insured by this section.

**Payments on account**

Payments on account may be made during the indemnity period.

**Professional accountant’s charges**

Any particulars or details contained in your books of account or other business books or documents which may be requested by us under Claims condition number 3) for the purpose of investigating or verifying

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any claim may be produced by professional accountants if at the time they are regularly acting as such for you and their report shall be prima facie evidence of the particulars and details to which such report relates

We will pay to you the reasonable charges payable by you to your professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by us under the terms of Claims condition number 3)

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this section shall in no case exceed the sum insured

Automatic extensions

We will also indemnify you in respect of

1 reduction of gross revenue and additional expenditure sustained as a result of

a) Prevention of access
access to or use of the premises being prevented by or hindered by

i damage caused to neighbouring property by any of the risks described under Section 1
ii any action of Government Police or Local Authority due to an emergency which could endanger life or neighbouring property but excluding any restriction of use of less than four hours.

Provided that our liability under this extension in respect of any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule.

b) Utilities
damage by any of the events insured by this section at any

i generating station or substation of the electricity supply undertaking
ii land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
iii water works or pumping station of the water supply undertaking
iv land based premises of the telecommunications undertaking from which you obtain electricity gas water or telecommunications services

Provided that our liability under this extension in respect of any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule.

c) Failure of supply
failure of the supply of electricity gas or water at the terminal ends of the supply undertaking’s feeder at the premises from any cause other than the deliberate act of the supply undertaking in withholding or restricting supply excluding any such failure of less than thirty minutes

Limit any one incident £5,000

d) Telecommunication Services
failure of the telecommunication services at the premises following actual physical damage by any cause to telecommunications property anywhere in the geographical limits excluding any such failure of less than 4 hours – limit £10,000 any one incident

e) Infectious Disease Murder and Vermin

i a notifiable human infectious or contagious disease manifested by any person within a radius of 5 miles of the premises
ii vermin or pests at the premises which cause restrictions on the use of the premises by order of a competent authority
iii murder or suicide occurring within a radius of 5 miles of the premises

For the purpose of this extension the “indemnity period” will be the period during which the results of the business shall be affected in consequence of the occurrence discovery or accident beginning with the date from which the restrictions on the premises are applied (or in the case of (iii) above with the date of occurrence) and ending not later than 3 months thereafter.

f) Suppliers’ and Customers’ Premises
damage by any of the risks insured under sections 1 of this policy at the site of any of your customers or suppliers (but excluding the premises of any supply undertaking from which you obtain electricity gas or water or telecommunications services) – limit 5% of gross revenue sum insured

g) Property in Transit
damage to property (covered under Section 1 of this policy) by any of the events insured thereunder whilst temporarily removed from the premises and in transit by road rail air or inland waterway to and from the premises anywhere within the European Union Switzerland Norway and Iceland – limit 10% of the gross revenue sum insured

h) National Lottery Cover
Your additional costs to replace staff who have left your employment as a result of a win on

i the National Lottery
ii the Football Pools
iii the Premium Bonds
subject to
   a) a minimum of 3 syndicate members resigning within 14 days of the win
   b) a maximum amount of £25,000 any one occurrence

For the purposes of this extension the “indemnity period” shall be the period during which the results of the business shall be affected in consequence of the occurrence beginning with the date of the occurrence and ending not later than one month thereafter

2 Book Debts
Loss of revenue which you are unable to collect as a result of damage to your records caused by any of the risks insured under Section 1 of this policy

Limit £500,000 or 10% of the gross revenue sum insured whichever is the lower unless otherwise specified within the schedule

3 Fines or Penalties for Breach of Contract
Fines or penalties for breaches of contract due to noncompletion or late completion of orders solely in consequence of damage at the premises subject to a maximum amount of £5,000 for any one occurrence

4 Automatic Reinstatement
(not applicable to any limits on the extensions to this section)

In consideration of your agreement to pay such additional premium as may be required we will automatically reinstate the sum insured in full after damage has occurred

Provided that
   a) we have not given you notice within 30 days of you reporting the damage to us that we will not reinstate the sum insured
   b) you have carried out any reasonable recommendations we may make to prevent further damage

5 Reinstatement of Data
We will pay the costs you incur in reinstating data that is lost or damaged as a consequence of damage to computer equipment at your premises

Providing that
   a) our liability is limited solely to the cost of reinsating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment
   b) We shall not be liable for any losses discovered later than 180 days after the loss occurred
   c) We shall not be liable for loss or damage to software

Limit £25,000 any one period of insurance

6 Computers – Increased Cost of Working
We will pay costs necessarily and reasonably incurred by you for the sole purpose of avoiding or diminishing interruption or interference to your computer operations as a consequence of damage to computer equipment at your premises

Limit £25,000 any one period of insurance

Memorandum applying to Section 4 Business interruption

Inflation protection
The sum insured under this section shall be increased automatically at monthly intervals by 0.417% simple at no additional premium until renewal

The premium at which any following renewal may be invited by us will be calculated on the total sum insured produced by operation of this clause

If any other alteration to the sum insured is effected before renewal date the increase produced by this clause will be assessed on the revised sum
Section 5 Money with assault extension

The schedule will show if this section applies

Definitions applying to Section 5

Loss of money

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Business hours – means the period during which the premises are actually occupied during which you or any of your principals or employees are in the premises

Money – means current notes and coins cheques (other than presigned blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed bankers drafts unused postage stamps travellers cheques National Savings stamps and certificates Premium Bonds National Insurance stamps and stamped National Insurance cards credit and debit card sales vouchers giro payment orders value added tax purchase vouchers luncheon vouchers gift tokens and unused credit on postal franking machines

Non-negotiable money – means crossed cheques (other than presigned blank cheques) crossed postal orders money orders securities for money crossed bankers drafts National Savings certificates Premium Bonds National Insurance stamps and stamped National Insurance cards credit and debit card sales vouchers giro payment orders value added tax purchase vouchers luncheon vouchers gift tokens and unused credit on postal franking machines

Other money – means money other than non-negotiable money and share certificates

Territorial limits – means in respect of other money Great Britain Northern Ireland the Channel Islands and the Isle of Man means in respect of non-negotiable money worldwide

Cover

We will indemnify you in respect of loss of money belonging to you in connection with the business happening during the period of insurance within the territorial limits

Amount payable

Our liability in respect of any one loss shall not exceed

1 for non-negotiable money £500,000

2 for misappropriation deception or false accounting by employees discovered within seven days of its occurrence (limit per person £2,000) £10,000

3 for other money

a) in the premises shown in the schedule within business hours £7,500

b) in the premises shown in the schedule at any other time

i not contained in a locked safe or strongroom £750

ii contained in a locked safe or strongroom (in total any one premises) £5,000

c) in the private residences of your principals or employees £1,000

d) in a bank night safe and thereafter within bank premises until at the bank’s risk £7,500

e) in safety deposit boxes £7,500

f) in transit £7,500

The insurance by Item 3 extends to include other money for which you are responsible

Automatic extensions

The insurance by this section extends to include

1 Damage to Safes
damage to any safe strongroom postal franking machine carrying bag or case or security waistcoat your property or for which you are responsible caused by theft or any attempt thereat

2 Professional Accountants’ Charges
Professional accountants’ charges reasonably incurred by you with our consent whilst verifying or establishing the amount of any claim under this section

Our liability under this extension shall not exceed £5,000

3 Misuse of Credit Cards
Financial loss directly sustained by you as a result of the loss or theft of credit cards

It is a condition of this extension that the issuing authority be advised immediately upon discovery in the event of a card being lost or stolen

Our maximum liability shall not exceed £2,000 during any one period of insurance

4 Assault extension
If during the period of insurance an insured person sustains bodily injury in the course of their employment by you as a direct result of robbery or
holdup or any attempt thereat we will pay the following benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Death</td>
<td>£50,000</td>
</tr>
<tr>
<td>Loss of Limb(s) or loss of eye(s)</td>
<td>£50,000</td>
</tr>
<tr>
<td>Permanent total disablement</td>
<td>£50,000</td>
</tr>
<tr>
<td>Temporary total disablement</td>
<td>£100 per week</td>
</tr>
</tbody>
</table>

Medical Expenses Maximum of 15% of the benefits payable under 4 above

Hospital benefits and dental expenses
If during the period of insurance an insured person sustains bodily injury in the course of their employment by you as a direct result of robbery or hold up or any attempt thereat we will pay

a) Dental expenses incurred by the insured person
   Limit £500
b) £20 a day up to £200 if as a result of the bodily injury the insured person goes into hospital for inpatient treatment

Exclusions applying to extension 4

We shall not be liable for bodily injury

1. arising from wilful exposure to needless peril (except in an attempt to save human life)

2. sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 80 years

Special conditions applicable to extension 4

1. Benefit shall not be payable in respect of any insured person from any later accident after an accident giving rise to a claim other than for temporary total disablement

2. Benefit for permanent total disablement may be payable following benefit for temporary total disablement

3. Other than 2 above one benefit only shall be payable in respect of any one insured person in connection with the same incident

4. A receipt given by you or by your legal representative shall be a valid discharge of our liability under this section

5. No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of temporary disablement may be made by us

Exclusions applying to Section 5

Loss of money

1. Where any loss results from a safe or strongroom being opened by a key which has been left on your premises out of business hours our liability under Amount Payable 3(b) (ii) shall not exceed £750

2. We shall not be liable under this section for
   a) unexplained shortages or shortages due to error or omission dishonoured cheques or to the use of counterfeit money
   b) any loss occurring outside the territorial limits
   c) misappropriation deception or false accounting by employees except as provided for under Amount payable 2
   d) any loss of money otherwise insured by any other policy or policies
   e) loss of money whilst in the custody or control of a professional carrier
   f) loss of money during transit by unregistered post
   g) loss of money from an unattended vehicle
   h) loss of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

Conditions applying to Section 5

Loss of money

1. Immediately you suspect or become aware of the loss or theft of any cheque bankers’ draft or any other negotiable instrument whether issued or in blank notice shall be given to the bank or drawer or holder upon or by whom such items are or have been drawn or issued to effect countermand of payment or otherwise cancel the validity of such items
Section 6 Personal accident

The schedule will show if this section applies

Definitions applying to Section 6 Personal accident

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Loss of eye(s) – means total and irrecoverable loss of sight of an eye or eyes

Loss of limb(s) – means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

Medical expenses – means reasonable expenses incurred by the insured person in medical or surgical treatment of bodily injury which the insured person or you cannot recover under any other insurance

Permanent total disablement – means permanent total and absolute disablement (other than by loss of limb(s) or loss of eye(s)) from engaging in or being occupied with or giving attention to any part whatsoever of the insured person’s usual employment or occupation which in all probability will last for the remainder of life and shall be proved to our satisfaction within 3 calendar months after the expiry of the 104 weeks temporary total disablement claim period

Temporary total disablement – means complete disablement from engaging in or giving attention to the insured person’s usual profession or trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Temporary partial disablement – means inability to attend to a substantial part of the insured person’s usual occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Definitions specific to Cover A

Bodily injury – means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

Facial disfigurement – means facial disfigurement involving permanent scarring of at least five square centimetres of the area bordered by the natural hairline and the jaw including the ears

Insured person – means any principal or employee of yours

Cover A Personal Assault

If an insured person sustains bodily injury during the period of insurance as a result of assault or attempted assault while working in the business we will pay you in accordance with the scale of benefits

Scale of Benefits

<table>
<thead>
<tr>
<th>Benefit Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Death</td>
<td>£50,000</td>
</tr>
<tr>
<td>Loss of eye(s)</td>
<td>£50,000</td>
</tr>
<tr>
<td>Loss of limb(s)</td>
<td>£50,000</td>
</tr>
<tr>
<td>Permanent total disablement</td>
<td>£50,000</td>
</tr>
<tr>
<td>Temporary total disablement</td>
<td>£100 per week</td>
</tr>
<tr>
<td>Temporary partial disablement</td>
<td>£50 per week</td>
</tr>
<tr>
<td>Medical expenses</td>
<td>£1,000</td>
</tr>
<tr>
<td>Damage to clothing or personal effects of principals, partners or employees</td>
<td>£500 per person</td>
</tr>
<tr>
<td>Facial disfigurement</td>
<td>£5,000</td>
</tr>
</tbody>
</table>

Exclusions applying to Cover A Personal Assault

We shall not be liable for

1 bodily injury to any person before that person attains the age of 16 years or after the expiry of the period of insurance during which that person attains the age of 70 years

2 any accident occurring outside any member country of the European Union

3 arising from wilful exposure to needless peril (except in an attempt to save human life)

Special Conditions

1 Benefit shall not be payable in respect of any one insured person for any later accident after an accident giving rise to a claim other than for temporary total disablement

2 Payment shall not be made under more than one of the benefits 1 to 6 in respect of the same injury except in the case of benefits 5 and 6 which are payable in addition to benefits 1 2 3 and 4 for the period up to the death or loss of eye(s) or loss of limb(s) or of benefit 4 becoming payable

3 A receipt given by you or by your legal personal representative shall be a valid discharge of our liability under this section

4 No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of temporary total disablement only may be made by us
5 Benefit No 5 temporary total disablement shall not exceed 75% of an insured person’s gross weekly wage.

Definitions specific to Cover B

Accidental bodily injury – means bodily injury resulting solely and directly from accidental external violent and visible means which shall directly and independently of any other cause result within 24 calendar months in disablement or death.

Insured persons – as specified in the schedule.

Cover B Personal Accident

If an insured person sustains accidental bodily injury during the period of insurance arising out of and in the course of their employment by you including travelling to and from their permanent place of work we will pay you in accordance with the scale of benefits.

Scale of benefits for each unit

Number of units of cover for each insured person is specified in the schedule.

1 Death £20,000

2 Loss of limb(s) or loss of eye(s) £20,000

3 Permanent total disablement £20,000

4 Temporary total disablement £100 per week

5 Temporary partial disablement £40 per week

Medical expenses not exceeding 15% of the total of the benefits paid for temporary total disablement and temporary partial disablement.

In respect of any period of disablement of any insured person no weekly compensation for temporary total disablement or temporary partial disablement will be paid for the first two weeks of any such period.

Exclusions applying to Section 6

Personal accident

We shall not be liable for accidental bodily injury

1 arising from

a) any consequence of suicide or deliberate selfinjury

b) any consequence of preexisting physical or mental defects infirmity or medical conditions which ought reasonably to have been within the knowledge and belief of the insured person or you at inception of this insurance or prior to the latest renewal thereof which has not been declared to and accepted in writing by us.

c) wilful exposure to needless peril (except in an attempt to save human life)

d) any insured person taking part in practising or training for any of the excluded activities

e) directly or indirectly caused or contributed to by an act of terrorism involving the use of or release or threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause.

If we allege that by reason of this exclusion any accidental bodily injury is not covered by this policy the burden of proving the contrary shall be upon you.

2 sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 70 years.

In respect of any period of disablement of any insured person no weekly compensation for temporary total disablement or temporary partial disablement will be paid for the first two weeks of any such period.

Excluded activities

- Aqualung diving
- Flying (except as a farepaying passenger)
- Hanggliding or parachuting
- Hunting on horseback pol showjumping or steeple chasing
- Driving riding or sailing in any kind of race
- Riding motor cycles or motor scooters as a driver or passenger
- Winter sports other than curling or iceskating
- Football other than Amateur Association or rugby football
- Mountaineering cliff or rock climbing abseiling subterranean or elastic rope sports or activities
- Any pursuit or activity involving personal danger or hazard
- Playing in any sport professionally
- Service in the Armed Forces
**Section 7 Legal liability**

The schedule will show if this section applies

**Definitions applying to Section 7 Legal liability**

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

**Asbestos** – means asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos

**Bodily injury** – means bodily injury, death, disease or illness

**Business** – means that which has been described in the schedule and which is conducted solely from premises in Great Britain Northern Ireland the Isle of Man or Channel Islands. This includes

a) the ownership repair and maintenance of your property and premises

b) the provision of catering social and welfare facilities for employed persons and your first aid medical and ambulance services

c) the provision of fire and security services maintained only for the protection of premises owned or occupied by you

d) private work undertaken by an employed person with your prior consent, or employee of yours

e) participation in trade shows or exhibitions within the European Union

but this does not include any work undertaken offshore

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

**Employed person** – means

a) any employee

b) i any person supplied to or hired or borrowed by you or on your behalf

or

ii any work experience student or youth training scheme participant

while under your direct control and supervision

c) any equity partner

**Employee** – means any person under a contract of service or apprenticeship with you

**Event** – means one occurrence or series of occurrences arising from or attributable to one source or original cause

**Injury** – means bodily injury, wrongful arrest or false imprisonment

**Legal costs** – means

a) claimant’s costs and expenses recoverable from you in respect of any claim which is the subject matter of indemnity under this policy

b) i the costs of legal representation at

1 any coroner’s inquest or inquiry in respect of any death

2 proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this policy

ii all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this policy incurred with our prior written consent

**Offshore** – means embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel

**Pollution or contamination** – means injury or damage directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere

**Principal** – means any party (other than a director partner or employee of yours) on whose behalf you are undertaking work (excluding the sale or supply of products) in connection with the business

**Products** – means goods (including containers and packaging) not in your custody or control sold supplied installed erected serviced repaired altered or treated by you in connection with the business

Any error or defect in the sale supply or presentation of such goods is included in this definition

**Property** – means material property but does not include data

**You/your/yours** – means the Insured

Unless we specifically state otherwise in this section we will also indemnify

a) your personal representatives in respect of legal liability incurred by you

b) at your request
i any principal
ii any director partner or employed person of yours
in respect of liability for which you would have been entitled to indemnity had the claim been made against you

c) any officer or member of your canteen social sports and welfare facilities and fire first aid ambulance security services in their individual capacities as such

We will not provide an indemnity to any medical or dental practitioner in respect of medical services provided
d) any director partner or employee of yours in respect of private work carried out with your prior consent by an employed person for such director partner or employee

Cover 1 Employers’ liability
This insurance is provided on a ‘Costs Inclusive’ basis
This means that legal costs are included within the Limit of Indemnity specified in the schedule

Cover
We will indemnify you against your legal liability to pay damages and legal costs arising out of bodily injury to an employed person which is caused during the period of insurance

a) within the geographical limits or
b) while temporarily outside these territories
in connection with the business

The total amount we will pay in respect of

a) any one event which is directly or indirectly caused by results from or is in connection with any act of terrorism shall not exceed £5,000,000

If we allege that the bodily injury has resulted from terrorism the burden of proving the contrary shall be upon you
b) any other event shall not exceed the limit of indemnity shown in the schedule

This insurance complies with the provisions of any law enacted in the geographical limits relating to the compulsory insurance of liability to employees

You will repay any sums paid by us which we would not have been obliged to pay but for the provisions of such law

Exclusions to Cover 1 Employers’ liability
No indemnity will be provided in respect of any liability in respect of bodily injury for which you are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

Extensions to Cover 1 Employers’ liability

1 Compensation for Court Attendance
If we request any of the following categories of people to attend court as a witness in connection with a claim under this policy we will provide you with the following rates of compensation for each day on which attendance is required

Any of your directors or partners £500 Any employee £250

2 Unsatisfied Court Judgments
Where a judgment for damages has been obtained

a) by one of your employees or their personal representatives in respect of bodily injury caused during any period of insurance and which arises out of and in the course of their employment with you
b) in any court situated within the geographical limits
c) against any, or individual operating from premises within the geographical limits
d) which remains unsatisfied in whole or in part six months after the due date for payment of the judgment

We will at your request pay to the employee or their personal representatives the amount of damages and any awarded costs which remain unsatisfied provided there is no appeal outstanding Any payment under this extension is conditional upon the judgment being assigned to us by the employee or their personal representative

Cover 2 Public and products liability
This insurance is provided on a ‘Costs in Addition’ basis
This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) legal costs are payable in addition to the Limit of Indemnity specified in the Schedule
Cover

We will indemnify you against your legal liability to pay damages arising out of:

a) accidental injury of any person
b) accidental damage to property
c) nuisance trespass to land trespass to goods or interference with any easement of air light water or way (no indemnity will be provided in respect of any liability which arises from any deliberate act or omission by you which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of your business)

happening during the period of insurance and caused either in connection with the business or by products

We will in addition indemnify you against legal costs other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances legal costs shall be included within the Limit of Indemnity

The total amount we will pay in respect of damages for:

a) any one event
b) all events happening during any period of insurance caused by products
c) all events arising from pollution or contamination which we deem to have occurred during any period of insurance shall not exceed the limit of indemnity shown in the schedule

Where we are liable to indemnify more than one person the total amount of indemnity to all parties including you in respect of damages arising from one event shall not exceed the limit of indemnity shown in the schedule

Exclusions to Cover 2 Public and products liability

No indemnity will be provided in respect of:

1 any liability arising from advice design or specification provided for a fee or for which a fee would normally be charged
2 any liability arising directly or indirectly from
   i mining processing manufacturing removing handling disposing of treatment of distributing or storing of asbestos

   However this shall not apply where removing handling or disposing of asbestos does not form part of your usual business or any contract work undertaken and

   – you have complied with any legal obligations to manage asbestos and
   – any discovery of asbestos by you is unintentional and accidental and
   – where upon discovery of asbestos all work immediately stops and
   – a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers’ and Public Liability insurance in force which provides Limits of Indemnity no less than those provided by your policies and which do not exclude the work to be carried out

   ii fears of the consequences of exposure to or inhalation of asbestos

3 any liability arising from any contract in respect of products supplied or contract work executed by you unless liability would have attached in the absence of that contract
4 any liability arising from damage to property where you have a responsibility to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause
5 any liability arising from damage to property which is owned or held in trust by you or which is in your custody or control

This exclusion will not apply in respect of:

a) personal effects including vehicles and their contents belonging to employees directors partners or visitors
b) premises and their contents not owned by leased or rented by you at which you are undertaking work in connection with the business
c) premises including fixtures and fittings hired by or leased rented or borrowed by you but we shall not be liable for
   i the first £100 of any damage other than if it is caused by fire or explosion
   ii any liability arising solely under the terms of any contract or agreement
   iii any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
6 the costs of remediying any defect or alleged defect in premises which you have disposed of
7 damage to or the costs of recall removal repair alteration replacement or reinstatement of any
product supplied or contract work executed by you which is caused by

a) a defect
b) its unsuitability for its intended purpose

8 any liability arising from bodily injury to any employed person caused in connection with the business

9 a) fines or penalties
b) liquidated damages
c) any compensation awarded by a Court of Criminal Jurisdiction
d) multiplied aggravated exemplary or punitive damages

10 any liability arising from
a) the use by you or on your behalf of any premises situated in the United States of America or Canada
b) Products sold or supplied on your behalf from any premises situated in the United States of America or Canada
c) Products exported by you or on your behalf to the United States of America or Canada

11 any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union

12 any liability arising directly or indirectly from pollution or contamination unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance

For the purposes of this exclusion all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

13 any liability arising from
a) products incorporated in any craft designed to travel through air or space
b) products incorporated in any waterborne craft which could affect its safety navigation or propulsion
c) products incorporated in mechanically propelled vehicles which could affect their safety
d) products incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation and which have been specifically supplied by you for that purpose

14 any liability connected directly or indirectly in any way with any error or omission in the provision of professional services

15 any liability arising directly or indirectly from caused by or in connection with any act of terrorism

This section of the policy also excludes any liability arising directly or indirectly from caused by or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism

If we allege that by reason of this exclusion any liability for damages costs or expenses of whatsoever nature is not covered by this policy the burden of proving the contrary shall be upon you

16 any liability arising from ownership possession or use by you or on your behalf of

a) any mechanically propelled vehicle but except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation this exclusion will not apply in respect of
i the use of plant as a tool of trade on site
ii the use of plant at your premises
iii the loading or unloading of any vehicle
iv the movement of any vehicle not belonging to you which is interfering with the execution of the business
b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any nonmechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast

Extensions to Cover 2 Public and Products Liability

1 Compensation for Court Attendance
If we request any of the following categories of people to attend court as a witness in connection with a claim under this policy we will provide you with the following rates of compensation for each day on which attendance is required

Any of your directors or partners £500 Any employee £250
2 Motor Contingent Liability

Notwithstanding exclusion 16 regarding vehicles we will indemnify you against liability as herein defined arising out of the use by an employee in connection with your business of motor vehicles not the property of nor provided by you.

We shall not be liable in respect of:

a) damage to any such vehicle or any property contained or being transported within it
b) any such vehicle owned or driven by or registered in your name
c) any vehicle driven by a person who to your knowledge or that of your representative does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence

d) any liability arising outside the geographical limits

No indemnity is afforded under this extension or any part of this policy to either the drivers or owners of such vehicles.

3 Cross Liabilities

If you consist of more than one party (and in the case of partnerships this shall mean each individual partner) we will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one event to all such parties not exceeding the limit of indemnity.

4 Data Protection Act 1998

We will indemnify you and if you request any employee director or partner of yours against legal liability to pay damages and claimant’s costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.

This indemnity is subject to you being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that you have taken all reasonable care to comply with its requirements.

We will not provide any indemnity in respect of:

a) the payment of fines or penalties
b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
c) liability arising from or caused by a deliberate or intentional act by or omission of any person entitled to receive monies under this indemnity
d) claims arising out of circumstances which have been notified to previous insurers or which were known to you at the inception of this extension

e) legal liability where indemnity is provided by any other insurance.

5 Defective Premises Act

We will indemnify you against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of injury or damage which occurs within a period of seven years from the expiry or cancellation of this policy. No indemnity will be provided if you are entitled to indemnity under any other insurance.

6 Computer Virus extension

The cover provided by this section is extended to indemnify you against legal liability to pay damages resulting from loss or damage to data happening during the period of insurance and caused by the inadvertent transmission of a virus or similar mechanism to a computer not belonging to you or over which you have no control or responsibility.

The maximum amount payable under this extension in respect of damages and legal costs shall not exceed £5,000 in any period of insurance.

All loss of or damage to data which results from the inadvertent transmission of the same virus or similar mechanism shall be deemed to have happened in the same period of insurance as the first reported claim.

No indemnity will be provided for liability arising as a result of the transmission of:

a) any virus or similar mechanism written or created by you, your employee or any self employed freelance worker contracted by you and under your supervision
b) any virus or similar mechanism which indiscriminately replicates itself and is automatically disseminated on a global or national scale or to an identifiable class or sector of users.

Prosecution defence costs

We will subject to the limit of indemnity indemnify you in respect of:

a) legal costs and expenses incurred with our prior written consent
b) costs awarded against you

in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of:

1 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
2 Part II of the Consumer Protection Act 1987
3 the Food Safety Act 1990
alleged to have been committed during the period of insurance in connection with the business
We will not provide any indemnity
a) where indemnity is provided by any other insurance
b) in circumstances where injury or damage has occurred which may be the subject of a claim under either the Employers’ Liability or Public Liability Sections of this policy
c) in respect of fines or penalties of any kind
d) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
e) where the proceedings have resulted from any deliberate act or omission by
   i you or any director or partner of yours
   ii any employee of yours who has specific responsibility for compliance with the above legislation
which could reasonably have been expected to constitute a breach of the above legislation

Limit of indemnity
The total amount we will pay in respect of any one claim under this section shall not exceed the limit of indemnity shown on the schedule

Section 8 Glass

Cover
We will indemnify you in respect of accidental breakage of happening during the period of insurance at the premises

Amount payable
The amount payable under this section as indemnity shall not exceed the reasonable cost of repair or replacement

Automatic extensions
We will also indemnify you in respect of 1) the reasonable cost of boarding up pending replacement of the glass 2) damage by breakage of glass to windows or other frames or framework 3) the cost of repair or replacement of lettering and alarm foil as a result of damage by breakage of glass

Exclusions
We shall not be liable for 1) damage to glass sanitary fixtures or fittings and signs already damaged at the commencement of the insurance 2) disfiguration or damage to glass not extending through the entire thickness of the glass 3) damage caused by fire or explosion
**Section 9 Fidelity guarantee**

The schedule will show if this section applies

**Definition applying to Section 9 Fidelity Guarantee**

Each time the following word appears in this section in bold italic type it will take the specific meaning shown below

Where the word is not highlighted in this manner the normal everyday meaning of the word will apply

**Employee** – Any person working for you in connection with the business who is

i remunerated wholly or mainly by salary or wages and

ii engaged under a contract of service with you or

iii working for you under a Government training or work experience scheme

**Cover**

We will indemnify you against loss of money or property belonging to you as a direct result of any act of fraud or dishonesty committed by an employee who is domiciled within the geographical limits and employed in practices in the geographical limits whilst in your uninterrupted service during the currency of

1 this section after the commencement date applicable to such employee or

2 any superseded fidelity insurance effected by you but not discovered during the period stipulated in such insurance but only to the extent that such loss would have been insured had the superseded insurance remained in force and in respect of (1) and (2) above subject to

a) uninterrupted fidelity insurance having been maintained

b) the loss being discovered not later than twenty-four months after termination of

i the insurance in respect of such employee or

ii this section

whichever occurs first

We will further indemnify you against the cost of any special professional audit necessarily incurred with our written consent solely to substantiate the amount of the loss

**Amount payable**

1 **Our** liability including liability for auditors’ fees and for the Equity Partners’ Extension if operative shall not exceed the **limit of indemnity** shown in the schedule

2 In the event of this section continuing in force for more than one period of insurance **our** liability shall not be accumulated or increased and aggregate liability during any number of periods of insurance under this section (or any policy issued in substitution for this section) shall not exceed the **limit of indemnity** shown in the schedule

3 Upon notification of a claim we agree to reinstate the **limit of indemnity** by any sum or sums paid or payable under this section provided that

i the reinstated sum shall apply only to employees not the subject of a claim

ii the reinstated sum shall only apply to acts of fraud or dishonesty committed after the date of notification

iii you agree to pay an appropriate additional premium calculated on the reinstated amount

**Extensions**

1 **Equity partners** (operative only if stated in the schedule)

We will indemnify you for any loss of money or other property belonging to you as a direct result of any act of fraud or dishonesty on the part of any equity partner or partners of the firm provided always that

a) this insurance shall only pay in **excess** of the full extent of such equity partner’s or partners’ assets in the firm

b) any other personal assets of such equity partner or partners recoverable by you shall inure to the extent of the amount paid by this insurance to **our** benefit

c) **our** maximum liability under this extension shall not exceed the **limit of indemnity** shown in the schedule

2 **Third Party Computer Fraud and Funds Transfer Fraud**

We will indemnify you against loss of money or goods belonging to you in connection with the business caused directly as a result of

a) **computer fraud**

b) **funds transfer fraud**

c) **forgery**

by any person other than an employee during the currency of this section subject to the loss being
discovered not later than twentyfour months after termination of this section

Limit £25,000 any one period of insurance

The maximum amount payable by us under this policy or in conjunction with any other policy issued by us to you shall not exceed in total £25,000

Definitions specific to this extension

Computer fraud – means the intentional fraudulent taking of money or goods through the misuse or manipulation of your computer systems hardware or software programs

Funds transfer fraud – means fraudulent written electronic telegraphic cable teletype tested telex facsimile or telephone instructions issued to a financial institution directing such institution to debit an account belonging to you and to transfer pay or deliver funds from such account which are fraudulently issued forged or fraudulently altered by someone other than you without your knowledge or consent

Forgery – means the signing by hand of another person’s name with the intent to deceive on any cheque draft promissory note or bill of exchange given by or received by you. Mechanically or electronically produced or reproduced signatures shall be treated as handwritten signatures

Exclusions specific to this extension

We shall not be liable for

a) loss resulting from loss of computer time or use

b) loss if any financial institution any electronic funds transfer system or electronic data processor shall have taken any indemnity from or arranged insurance for the benefit of customers of any of the aforesaid except specifically in excess of the amount paid or payable under such indemnity or insurance

c) loss caused by errors or omissions

d) loss by extortion

e) loss caused by any agent of yours or of any company or other entity forming part of you or in which such agent is concerned or implicated or which is caused by any person in collusion with such agent

f) loss arising from any act committed by an employee whose period of employment terminated less than 24 months from the discovery of the loss or the termination of this section whichever occurs first

g) loss of confidential information of any kind

Exclusions applying to Section 9 Fidelity Guarantee

We will not indemnify you in respect of

1. loss of interest loss of profit or consequential loss of any kind

2. any loss arising from any act or acts of fraud or dishonesty committed by an employee or partner after the discovery of a prior act of fraud or dishonesty committed by the same employee or partner

Conditions applying to Section 9 Fidelity Guarantee

1. Alteration of Risk

You shall comply with the system of checks and procedures as declared to us and unless we have consented in writing to any alteration we shall not be liable to make any payment if there shall be any noncompliance with such system of checks and procedures

2. Claims your obligations

Upon discovery of any act default or circumstance which may give rise to a claim you shall

a) give written notice to us

b) immediately take all steps to prevent further loss

c) within 30 days after the discovery or such further time as we may allow supply at our request and your expense (except as otherwise provided for by this policy) all such proof information and other evidence relating to the claim as we may require

3. Claims our rights

We shall be entitled to take over and conduct in your name all claims and rights of action in respect of any act of fraud or dishonesty giving rise to a claim under this policy and you shall give all such assistance as we may require

4. Recoveries

Any recoveries made by you shall be applied in the following order

a) in reduction of the loss suffered by you which would have been covered by this section but for the application of the limit of indemnity

b) in reduction of loss suffered by us

5. Deduction from Loss

All monies which but for the fraud or dishonesty of the employee or partner would become payable to them by you and any monies recovered from the employee or partner by you shall be deducted from the loss

Section 9 Fidelity guarantee
6 **Due Diligence**

*You* shall use due diligence in the selection of *employees* and do and concur in doing all things reasonably practicable to avoid or diminish any loss.

7 **References**

a) *You* shall obtain satisfactory references in writing to confirm the honesty of all *employees* and equity partners who have direct or indirect responsibility whether by power of signature authorisation control checking maintenance or issue of records accounts programming *computer* systems duties safe keeping custody or otherwise for monies stock shares transportable equipment or like disposable items of value.

b) The reference shall be obtained directly from former employers for the two years immediately preceding engagement of an *employee* or where an existing *employee* is transferred to a position of responsibility and before the *employee* is entrusted without supervision.

References need not be obtained in respect of *employees* and equity partners who have satisfactorily and continuously worked for you for at least one year.

c) The original copy of each written reference shall be retained by *you* and shall be made available for inspection by *you* on request.

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**Section 10 Commercial Legal Protection Insurance**

**Legal Advice**

You can obtain telephone based legal advice on UK law by telephoning the Abbey Legal Line. Telephone 0845 375 4305 and quote your policy number.

You can also seek stress counseling advice by calling 0845 074 2799.

Advice can be sought on a wide range of areas of law, including employment, health and safety and tax. The advice is provided by barristers, solicitors and tax consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

The Abbey Legal Line is not empowered to give advice on the admissibility of any *Claim* under the Policy. If you wish to make a *Claim* or have a query about policy cover, you must contact our Claims Department (see below).

**Claims**

If you need to notify a possible *Claim*, please write immediately to our Claims Department (Abbey Legal Protection, Minories House, 2-5 Minories, London EC3N 1BJ or fax 0870 600 1481). You should provide your Policy number and brief details of the circumstances. A claim form will be sent to you for completion and this must be returned without delay.

Please note that under Sections B (Employment) and C (Tax) Abbey Legal Protection will choose a suitable representative to act on your behalf.

**Legal Protection Policy Wording**

This is a “claims made” insurance. This insurance only covers *Claims* notified to the *Coverholder* during the Period of Insurance.

The Insurer agrees in consideration of the premium to indemnify the *Insured* to the extent and in the manner provided within this Policy in connection with activities within the scope and extent of the *Business* of the *Insured*.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

**Definitions**

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

Any One Claim – All Claims consequent upon the
same original cause, event or circumstance. In respect
of a Claim under Section C Tax Protection, an HMRC
investigation into a later year’s Self Assessment Return,
where a previous year’s Self Assessment Return is still
subject to an open enquiry, shall be deemed to be Any
One Claim.

Appointed Representative – A solicitor, barrister or
other appropriately qualified person appointed to act for
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 Insurer will not
pay any fine, award or damages incurred by
therefore avoiding a payment or liability under
statutory requirements. The Insurer will not pay any
redundancy payment or any 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 a
contract of service.

Claim – A claim under this Policy for Legal Expenses,
Professional Expenses, Awards of Compensation or
Jury Service Allowance.

Contracting Party – A person, firm or company
domiciled within the Geographical Limits with whom
the Insured has a direct contractual relationship.

Coverholder – Abbey Legal Protection a trading
division of Abbey Protection Group Limited, who
administers and manages this insurance on behalf of
the Insurer.

Employee – Any person under a contract of service
with the Insured.

Excess – The amount specified below the Insured
must pay in respect of Legal Expenses and/or
Professional Expenses and/or Awards of
Compensation before the Insurer shall be liable to
make any payment if the Insured instructs an alternative
Appointed Representative to the one chosen by the
Coverholder.

■ Sections B, C and I – Not Applicable
■ All other Sections – £1,000 Any One Claim

Injury – Physical bodily injury or death.

Insured – The Company, firm, partnership or trading
individual as specified in the Schedule and if the
Insured as specified in the Schedule requests any
Employee including director or partner of the Insured
conditional on the same Appointed Representative
acting for all.

Where the Insured as specified in the Schedule is
charged under the Corporate Manslaughter and
Corporate Homicide Act 2007 the Insured may not
request any Employee, director or partner to be
included as an Insured.

Inland Revenue Investigations
a) Business Self Assessment Full Enquiry
The enquiry which takes place when an officer of HM Revenue &
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
b) Employer Compliance Dispute
A dispute which takes 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 an Aspect Enquiry into certain boxes on
the Insured’s Self Assessment Return.

HMRC Investigation – Inland Revenue Investigations
and VAT Disputes.

Insurer – Brit Insurance Limited,
55 Bishopsgate, London EC2N 3AS.

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
i Any professional fees, expenses and other
disbursements reasonably incurred by the
Appointed Representative with the consent
of the Coverholder; and
ii Any costs incurred by other parties insofar as the Insured is held liable in court or tribunal proceedings to pay such costs or becomes 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 less any recovery from the Court.

Period of Insurance – As specified in the Schedule.

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 by a Government or local authority to the Insured provided that such licence or certificate is necessary to engage in the Business of the Insured.

VAT Disputes – A dispute which takes place following a VAT control visit where a written decision, assessment or statement of alleged arrears is received from HMRC into the Insured’s Value Added Tax Return; or following the receipt of a notice of VAT default surcharge, misdeclaration or late registration penalty.

Limits of Insurer’s Liability – The maximum liability of the Insurer under this Policy is limited to the amounts specified for 1 and 2 below:

1 Section A2 – £2,500 Any One Claim
   Section I – £1,000 Any One Claim
   All other Sections – £250,000 Any One Claim
2 £1,000,000 all Claims notified during the Period of Insurance.

Sections of Cover
The Insurer will only indemnify the Insured for Claims where the dispute, legal proceedings and HMRC Investigation are or would be within the Geographical Limits and the Claim is notified during the Period of Insurance.

Section A - Criminal Prosecution

Section A1. Criminal Prosecution Defence
The Insurer 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 Act 1974 or the Food Safety Act 1990.

Section A2. Criminal Interview Under Caution
The Insurer agrees to indemnify the Insured against Legal Expenses incurred by the Insured for representation at an interview under caution.

Exclusions to Section A
The Insurer shall not be liable to indemnify the Insured in respect of Claims arising out of or in connection with:

a) any prosecution relating to or arising from investigations by HMRC;

b) any prosecution for offences against the person, including offences of a sexual nature, other than charges under the Corporate Manslaughter and Corporate Homicide Act 2007;

c) any prosecution for criminal Damage;

d) any prosecution alleging dishonesty;

e) any prosecution for non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions;

f) an allegation of speeding or driving whilst under the influence of alcohol and/or drugs;

g) failure to insure a motor vehicle as required by law;

h) any arrest if the Insured is arrested without the opportunity to and does not attend as a volunteer at the police station.

Section B - Employment Disputes

Section B1. Employment Defence
The Insurer 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 Insurer’s liability that the Insured has sought and followed all the advice from the Abbey Legal Line as to the procedure to be
adopted and has received specific authorisation from the Abbey Legal 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 notifying an Employee of their intended retirement date or retiring an Employee;

d) prior to instituting a redundancy programme and prior to making an Employee redundant;

e) upon notification formally or informally of a grievance from an Employee or ex-Employee;

f) upon notification formally or informally of a complaint relating to discrimination victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation;

g) prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee’s remuneration);

h) immediately an Employee walks out with or without written notice;

i) 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 retirement procedure or a decision to dismiss.

Section B2. Employment Service Occupancy Possession

The Insurer agrees to indemnify the Insured against Legal Expenses incurred by the Insured to pursue an ex-Employee for possession of Property provided that:

a) the Insurer provided indemnity under Section C 1. in respect of the ex-Employee and indemnity was not withdrawn before the conclusion of the legal proceedings;

b) the ex-Employee’s occupation of the Property was conditional on the ex-Employee’s employment by the Insured and was part of their remuneration;

c) the ex-Employee’s termination date was not before the date this Policy incepted.

Section C - Tax Protection

Section C1 - Inland Revenue Investigations

The Insurer agrees to indemnify the Insured against Professional Expenses incurred in respect of representation of the Insured in an Inland Revenue Investigation including representation at a First-tier Tribunal, Upper Tribunal and at an appeal against a decision following such a tribunal provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

C2 - VAT Disputes

The Insurer agrees to indemnify the Insured against Professional Expenses incurred in representation of the Insured in a VAT Dispute in respect of:

a) the local review procedure in order to reach agreement with HMRC;

b) a First-tier Tribunal, Upper Tribunal or VAT Tribunal, including an appeal,

provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

Exclusions to Section C

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

a) the defence of any criminal prosecution;

b) taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records;

c) any Claim where the Tax Return is submitted outside the statutory time limits and/or in a penalty position or where the Insured has not notified chargeability to tax within the statutory time limits;

d) the cost of preparing and reconciling returns, accounts, records or any other statutory returns, and the cost of professional valuations to support them;

e) an enquiry under Public Notice 160 or Section 60 of the VAT Act 1994 or matters handled by HM Revenue & Customs Specialist Investigations, Civil Investigations of Fraud and Criminal Investigations Sections. Also Code of Practice 8 and 9 cases and/or the defence of any criminal prosecution;

f) an enquiry in to the validity of a claim for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an Employer;

g) any dispute in connection with the payment of the National Minimum Wage;

h) a dispute or enquiry in respect of IR35 legislation;

i) any Claim made where a Return submitted at the final filing date contains provisional figures in respect of all of the trading income and expenditure items;

j) an investigation under a voluntary disclosure made to the HMRC in respect of omitted tax NIC or VAT liabilities which become due as a result of the
Insured’s deliberate act or following an HMRC amnesty where the Insured has made an incorrect return to HMRC;

k) HMRC Enquiry into a tax planning arrangement where HMRC has allocated a Disclosure of Tax Avoidance Scheme (DoTAS) Number for inclusion on the relevant self assessment return or where a DoTAS Number would have been issued but for the failure to notify HMRC of the tax planning arrangement, or any matter relating to bespoke tax planning outside of the normal trade such as film partnerships or film schemes, or planning involving artificially created losses or loan arrangements.

Section D - Property Disputes

The Insurer 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 D

The Insurer shall not be liable to indemnify the Insured in respect of any Claim arising out of or in connection with:

a) the payment or non payment or review of any tax, rent or service charge;

b) a 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;

c) any dispute arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the Property whether or not such purchase is completed;

d) any dispute where the Insured has failed to maintain in full force and effect during the tenancy agreement buildings insurance covering the standard range of perils if the Insured was contractually obligated to have such insurance in force;

e) a dispute over subsidence or heave howsoever caused;

f) a contract dispute other than where the contract is a tenancy agreement with a Contracting Party.

g) any dispute or legal proceedings with Government or Local Authority departments concerning the imposition of statutory charges;

Section E - Data Protection

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in defending any dispute or legal proceedings, brought against the Insured under the Data Protection Act 1998 including an appeal by the Insured against a refusal of an application for registration or alteration of registered particulars or an appeal against an Enforcement, Deregistration or Transfer Prohibition Notice.

The Insurer further agrees to indemnify the Insured against compensation the Insured is ordered to pay under Section 13 of the Data Protection Act 1998 consequent upon the holding, loss or unauthorised disclosure of data provided that any compensation follows the Insured’s unsuccessful defence of an action under the Data Protection Act 1998 to which the Coverholder’s consent had been granted and has not been withdrawn.

Section F - Statutory Licence and Care Quality Commission Appeals

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in an appeal by the Insured against the suspension, revocation, imposed alteration of or refusal to renew a Statutory Licence.

Exclusions to Section F

The Insurer shall not be liable to indemnify the Insured in respect of any Claim arising out of or in connection with:

a) a suspension, revocation, alteration or refusal to renew a Statutory Licence which is imposed by an Act of Parliament or national or local government regulation or order;

b) any costs incurred to comply with a notice or order;

c) driving licences.

Section G - Personal Injury

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the pursuit of any dispute or legal proceedings for damages for Injury to the Insured caused by the actual or alleged act or omission of a third party.
Section H - Wrongful Arrest Defence
The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the defence of civil legal proceedings against the Insured in respect of allegations of wrongful arrest or malicious prosecution.

Exclusions to Section H
The Insurer shall not be liable to indemnify the Insured in respect of any Claim arising out of or in connection with:

a) allegations made by or against or on behalf of an Employee or former Employee or any other person working for the Insured whether or not an Employee.

Section I - Jury Service Allowance
The Insurer agrees to indemnify the Insured against Jury Service Allowance with such indemnity being limited to £100 per day and a maximum of £1,000 in Any One Claim.

Section J - Pension Trustee Defence
The Insurer agrees to indemnify the Insured against Legal Expenses incurred in defending civil proceedings against the Insured in the Insured’s capacity as a trustee of a pension fund set up for the benefit of the Insured’s Employees.

Section K - Fitness to Practice Panel Representation
The Insurer agrees to indemnify the Insured against Legal Expenses incurred in representing the Insured before a General Dental Council Professional Conduct Committee hearing to defend allegations of impaired fitness to practice.

Exclusions to Section K
The Insurer shall not be liable to indemnify the Insured:

a) In respect of Claims arising out of or in connection with any allegation arising from or relating to:
   i the examination, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or
   ii written or oral advice on or concerning the examination, condition, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or
   iii written or oral advice to or for the specific benefit of a recipient or court on or concerning clinical or medical issues, without reference to an individual patient.

b) Where the Insured has or ought to have professional indemnity insurance which does or would provide indemnity.

Section L – Inquest Representation
The Insurer agrees to indemnify the Insured against Legal Expenses incurred in representing the Insured in a coroner’s inquest or fatal injury inquiry where the Coroner deems the Insured to be an interested party in the inquest proceedings;

Exclusions Specific to Section 10 Legal Expenses
The Insurer shall not be liable to indemnify the Insured in respect of:

1 the defence of the Insured in civil legal proceedings arising from:
   a) injury or disease including psychiatric injury and stress;
   b) loss, destruction or Damage of or to property;
   c) alleged breach of any professional duty (other than as specified in Section K Fitness to Practice Panel Representation and Section L Inquest Representation);
   d) any tortious liability (other than as specified in Section D Property Disputes, Section H Wrongful Arrest Defence and Section J Pension Trustee Defence);

2 any dispute, legal proceedings or HMRC Investigation made, brought or commenced outside the Geographical Limits;

3 Legal Expenses or Professional Expenses incurred without the prior written consent of the Coverholder or in Excess of the Coverholder’s consent;

4 Awards of Compensation where the Coverholder’s consent to incur Legal Expenses has not been granted or has been withdrawn;

5 any Claim relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this 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 fines or other penalties imposed by a court or tribunal;
7 any Claim arising out of the deliberate, conscious, intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent Claims, disputes, legal proceedings or HMRC Investigations;

9 disputes or legal proceedings between Insured’s as specified in the Schedule or any endorsement thereto, or with any parent company or subsidiary company or associated company or partner;

10 any dispute between the Insured and the Coverholder, the Insurer, the Appointed Representative or their insurance broker;

11 any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not;

12 any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights;

13 any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or malicious falsehood;

14 any Legal Expenses or Professional Expenses incurred in respect of or in connection with a judicial review;

15 appeals arising out of legal proceedings or HMRC Investigations to which no Coverholder’s consent has been granted;

16 any Claim, legal liability or any loss or Damage to property directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;

17 any Legal Expenses or Professional Expenses which the Insured should or would have had to incur irrespective of any dispute;

Claims Conditions specific to Section 10 Legal Expenses

1 Notification of Claims
It is a condition precedent to the liability of the Insurer that the Coverholder be notified in writing during the Period of Insurance immediately the Insured is aware of any cause, event or circumstance which has given or may give rise to a Claim, dispute, legal proceedings or HMRC Investigation involving the Insured. Where such notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been notified during the Period of Insurance.

The Coverholder will forward to the Insured an insurance claim form that must be completed and returned immediately.

2 Coverholder’s Consent
It is a condition precedent to the liability of the Insurer 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 Insurer 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 the remedy claimed and the Legal Expenses or Professional Expenses to be incurred and;

b) i 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 remedy sought; or

ii where the Insured is defending the other party does not have reasonable prospects of proving the Insured’s legal liability; or

iii in respect of a criminal prosecution and where the Insured pleads guilty there is a reasonable prospect of a significant mitigation of the Insured’s sentence or fine. Or

iv in respect of a General Dental Council Professional Conduct Committee hearing the Insured has reasonable prospects of not being struck off the General Dental Council register

If during the course of a Claim the Insured ceases to satisfy the Coverholder in respect of a) or b) above, indemnity will be withdrawn in respect of Legal Expenses and Professional Expenses and Awards of Compensation. The decision to grant consent or to withhold it will be taken on receipt of:

■ a fully completed insurance claim form;

■ the information and documentation the Coverholder reasonably requests;

■ a legal opinion from the Appointed Representative as to a) and b) above;

■ any advice the Coverholder may deem it necessary to take.

With the agreement of the Insured, the Coverholder may provide assistance in settling disputes, the costs of which will be covered under this Policy subject to the payment of the Excess or Increased Excess within the Limits of Insurer’s Liability.

The Coverholder at its discretion may require the Insured to obtain an opinion from Counsel at the Insured’s expense as to the merits of the subject matter of the Claim such opinion to have regard to the same issues that the Coverholder has in assessing the
merits of any legal action. If based upon such opinion the Coverholder is satisfied in respect of a) and b) above the Legal Expenses and Professional Expenses in obtaining that opinion will be paid by the Insurer within the Limits of the Insurer’s Liability.

In granting its consent the Insurer 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 shall be deemed by the Insurer to fall outside the indemnity provided by this Policy.

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.

If after consent has been granted it is shown that the Claim has 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 Insurer shall be entitled to recover any Legal Expenses, Professional Expenses, Awards of Compensation and Jury Service Allowance previously paid.

If the Insured elects to proceed with the pursuit or defence of a dispute or legal proceedings to which the Coverholder’s consent has been refused through lack of reasonable prospects as required in b) i. and ii. above and if the Insured is successful in such pursuit or defence, the Insurer will pay Legal Expenses or Professional Expenses incurred after such consent had been refused subject to the terms and conditions of this Policy.

3 Instruction and choice of Appointed Representative and Counsel

The Coverholder will choose an Appointed Representative to act on behalf of the Insured in any Claim under Sections B (Employment) and C (Tax). In all other sections of cover where recourse is necessary to a lawyer and there are enquiries or legal proceedings, the Insured is free to choose an Appointed Representative to act in the name of and on behalf of the Insured in any enquiry or 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 co-operate 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.

In all other Claim situations the Coverholder will choose the Appointed Representative subject to the Excess, unless there is a conflict of interest between the Insured and the Coverholder when the Insured is free to choose an Appointed Representative to act in the name and on behalf of the Insured in any Claim to which the Coverholder has consented.

A dispute arising from the Insured’s choice may be referred to Arbitration in accordance with General Condition 1.

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.

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 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.

4 Disclosure

It is a condition precedent to the Insurer’s liability that:

a) the Insured must give 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.

b) the Coverholder is entitled to receive from the Appointed Representative and Insured any information, documents or advice in connection with any Claim and the subject matter of any Claim even if privileged. In addition the Insured must instruct the Appointed Representative to provide the Coverholder with regular updates on the progress of the subject matter of any Claim and inform the Coverholder immediately if and when any circumstance adversely impacts the factors taken into account in granting the Coverholder’s consent. On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access.
Indemnity may be withdrawn if the Insured fails to cooperate at all or within a reasonable time with the Coverholder’s or the Appointed Representative’s requests.

5 Payment of Legal Expenses, Professional Expenses and Awards of Compensation
All bills for Legal Expenses or Professional Expenses 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 Insurer may settle these direct 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.

6 Offer of Settlement
It is a condition precedent to the liability of the Insurer that the Insured must inform the Coverholder in writing as soon as an offer to settle the subject matter of the Claim is received and/or the Insured proposes to make an offer of settlement. Any settlement, the Insured must have regard to Legal Expenses, Professional Expenses or Awards of Compensation incurred or likely to be incurred 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 Insurer shall be entitled to recover any Legal Expenses or 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 with no further indemnity shall be provided.

The Insurer 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 Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses, Professional Expenses or Awards of Compensation. The Insurer may also require the Insured to make an offer to pay an Award of Compensation to an Employee or Ex-employee or prospective Employee provided the Insurer agrees to pay that Award of Compensation. If the Insured fails to make that offer the Insurer will cease to be liable for any further Legal Expenses or Awards of Compensation.

7 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 Insurer. 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 Insurer. Where such a settlement is paid in instalments all costs to the Insurer shall be paid first.

8 Appeal Procedure
If, following legal proceedings to which the Coverholder has consented, the Insured wishes to appeal against the judgment 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 judgment 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 judgment or decision of a court or tribunal.

9 Duty to Minimise
The Insured must take all reasonable precautions to avoid and prevent Claims, HMRC Investigations, legal proceedings and disputes.

The Insured must use every endeavour and take all reasonable measures to minimise the cost and effect of any Claim.

10 Value Added Tax
If the Policyholder is registered for VAT, the Insurer will not pay the VAT element of any Legal Expenses or Professional Expenses.
Underwriter and Insurer details
Aon UK Limited arranges this policy on your behalf.
Aon Underwriting Managers is a trading name of Aon UK Limited. Aon Underwriting Managers acts as a Managing General Agent (MGA) under a delegated underwriting authority on behalf of the insurer shown on your policy schedule.

Complaints procedure
Aon UK Limited and Aon Underwriting Managers aim to provide a high standard of service. However, if you have any reason to complain please follow the below steps. Please include full details including policy number and/or claim number with all correspondence.

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact either verbally or in writing the Aon office which arranged the policy for you.

If you are unhappy with the decision you receive, please contact:

Aon UK Limited
Central Complaints Team
Briarcliff House
Kingsmead
Farnborough GU14 7TE
Tel: 01252 768662
Email: central.complaints@aon.co.uk

If, upon review, Aon UK Limited concludes that it was not involved with the circumstances/events giving rise to the complaint, but there appears to be reason for directing the complaint to Aon Underwriting Managers, Aon UK Limited will advise you accordingly and provide their contact details, as below. Aon UK Limited will also send them your complaint, in order that they may investigate it.

Aon Underwriting Managers
Somerset House
47-49 London Road
Redhill RH1 1LU
Tel: 01737 783740
Fax: 01737 783709

If you remain unhappy with a decision you receive from Aon Underwriting Managers you may refer the matter to the Financial Ombudsman Service (FOS) at:
The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme
The Insurers are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from this scheme if the Insurer cannot meet their obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk or write to:

Financial Services Compensation Scheme
7th floor Lloyds Chambers
Portsoken Street
London E1 8BN

Customers with Disabilities
This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact us.