

# BUSINESS PACKAGE

## PRODUCT SUMMARY



COVER ASSEMBLED  
FOR YOUR BUSINESS

# Business Package Insurance Policy

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

The Business Package policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and will run for 12 months or as shown on the schedule.

Full details of any Endorsements or Excesses that may apply will be shown in the Policy Schedule and Policy Booklet.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

## Section 1: Material Damage

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Available on a specific "Contingencies" basis with the option to include "Accidental Damage" for:</p> <ul style="list-style-type: none"><li>• Buildings, including Glass Breakage</li><li>• Plant, machinery, trade fixtures (and all other contents)</li><li>• Other specified property</li><li>• Stock in trade</li><li>• Tenants' improvements</li></ul> <p>Where the above items are stated in this section on the Schedule.</p> <ul style="list-style-type: none"><li>• Subsidence ground heave and landslip is available as an option in most areas</li></ul>	<ul style="list-style-type: none"><li>• Professional fees</li><li>• European Union and public authorities</li><li>• Theft damage to buildings</li><li>• Reasonable boarding up costs and cost of necessary removal or replacement of fixtures and fittings following damage to glass where this is covered under this section</li><li>• Damage to underground services</li><li>• Clearing of drains</li><li>• Loss of metered water (up to £25,000)</li><li>• Contracting purchaser's interest</li><li>• Capital additions (up to 10% of total sum insured of buildings, tenants' improvements and plant, machinery, trade fixtures (and all other contents) or in the aggregate £1,000,000, whichever is less)</li></ul>	<p><b>Clauses</b></p> <ul style="list-style-type: none"><li>• Reinstatement basis of settlement</li><li>• Sums insured subject to index linking</li><li>• Day one (non adjustable)</li><li>• Workmen</li><li>• Designation</li><li>• Reinstatement of sum insured following a loss</li><li>• Average</li><li>• Non-ferrous Raw Materials</li></ul> <p><b>Conditions</b></p> <ul style="list-style-type: none"><li>• Intruder alarm (operative if the "Intruder Alarm Condition" appears under "Section Endorsements" in the Schedule for this Section)</li><li>• Fire Extinguishing Appliances in Efficient Working Order</li><li>• Electrical Inspection</li><li>• Unoccupied Premises</li></ul>	<ul style="list-style-type: none"><li>• Bursting by steam pressure boilers</li><li>• Cessation of work or government action</li><li>• Change in water table level</li><li>• Storm, tempest and flood damage to walls not forming part of the structure, fences, gates or moveable property in the open or in open-sided structures</li><li>• Storm, tempest and flood damage caused by frost, subsidence, heave or landslip</li><li>• Theft, other than theft involving forcible and violent entry to or exit from the structures at the premises, or violence or threat of violence to you or any director, partner or employee or their families</li><li>• Theft of property in the open, jewellery and other valuables unless otherwise agreed</li></ul>

## Section 1: Material Damage *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p><b>Optional cover - Loss of Licence</b></p> <p>Loss of an excisable liquor licence from causes beyond Your control giving rise to:</p> <ul style="list-style-type: none"> <li>Reduction in gross income</li> <li>Reasonable additional expenses incurred in maintaining Your gross income</li> <li>Reduction in the value of Your premises and/or business</li> <li>Other costs and expenses incurred by You with Our written consent</li> <li>Auditors or accountants charges incurred whilst dealing with a claim</li> </ul> <p>Up to the compensation as shown in the schedule</p>	<ul style="list-style-type: none"> <li>Cost of debris removal/re-erection</li> <li>Temporary removal of contents (excluding stock in trade) for cleaning, renovation or repair (up to 15% of relevant sum insured)</li> <li>Temporary removal of contents including stock in trade between premises (up to 15% of the relevant sum insured or £50,000, whichever is less)</li> <li>Stock at Exhibitions (up to £25,000)</li> <li>Fire brigade and rescue services damage to grounds (up to £25,000)</li> <li>Replacement of locks following theft of keys (up to £25,000)</li> <li>Contract price</li> <li>Trace and access (up to £25,000)</li> <li>Fire extinguishment and security equipment expenses (up to £25,000)</li> <li>Loss of rent – where this is covered under this section</li> <li>Unauthorised use of gas, water or electricity (up to £25,000)</li> <li>Damage to Signs (up to £5,000)</li> <li>Cost of fuel spillage clean-up (up to £25,000)</li> <li>Inadvertent omission to insure (up to £1,000,000 in the aggregate in any one 'Period of Insurance')</li> <li>Seasonal increase of 'Stock in Trade' for set periods (up to 25% of the relevant sum insured or £500,000 whichever is less)</li> <li>Contents including stock in trade at third party storage sites (up to £5,000 any one original cause at any one location subject to a maximum amount of £25,000 in the aggregate in any one 'Period of Insurance')</li> <li>Further investigation expenses (up to £5,000 in the aggregate in any one 'Period of Insurance')</li> <li>Loss minimisation and prevention expenditure (up to £25,000)</li> <li>Trade Samples (up to £10,000)</li> <li>Property other than Stock in Trade in the open (up to £1,000 for any one claim)</li> <li>Outside Catering (up to a limit of £1,000 any one claim)</li> <li>Alternative Accommodation (up to £100,000 in total for all claims or series of claims, arising out of any one original cause)</li> </ul>	<ul style="list-style-type: none"> <li>Flat/Felt Roof</li> <li>Smoking</li> <li>Subsidence if insured</li> <li>Stillage</li> <li>Fork Lift Trucks Charging</li> </ul> <p>Loss of Licence (if selected)</p> <ul style="list-style-type: none"> <li>Limit of Liability</li> <li>Value Added Tax</li> <li>Alternative Trading</li> <li>Change in Circumstances</li> <li>Transfer of Licence</li> <li>Forfeiture or Refused Renewal</li> </ul>	<ul style="list-style-type: none"> <li>Damage by malicious persons to property in the open unless otherwise agreed</li> <li>Damage by malicious persons to property in any structure incapable of being locked</li> <li>Various exclusions apply to vacant or disused premises</li> <li>Indirect loss (other than loss of rent if insured under this section)</li> <li>Property let out on hire</li> <li>Loss resulting from you voluntarily parting with title or possession of any property by deception</li> <li>Damage to any part of electrical equipment caused by electrical faults within that part</li> <li>Showcases and automatic or vending machines or their contents outside the structures at the premises unless otherwise agreed</li> </ul> <p><b>Accidental Damage (if selected)</b></p> <ul style="list-style-type: none"> <li>Inherent vice, deterioration, wear and tear</li> <li>Faulty or defective workmanship</li> <li>Corrosion, rust, wet or dry rot, dampness, dryness or vermin</li> <li>Change in temperature</li> <li>joint leakage, failure of welds, overheating, cracking or collapse of boilers and other pressure vessels</li> <li>Mechanical or electrical breakdown or derangement</li> <li>Damage caused by subsidence, heave or landslip</li> <li>Fraud or dishonesty</li> <li>Disappearance or unexplained shortage</li> <li>Electrical or magnetic disturbance of electronic records</li> <li>Destruction of or damage to a building or structure caused by its own collapse</li> <li>Damage to property (other than by fire or explosion) resulting from any production or repair process</li> <li>Damage to vehicles, craft, contract works, land, roads, bridges, livestock, growing crops or trees unless otherwise agreed</li> <li>Delay or seizure of goods by the government or other authority</li> <li>Any claim for which more specific insurance applies under Section 10 of this Policy</li> </ul> <p><b>Loss of Licence (if selected)</b></p> <ul style="list-style-type: none"> <li>Any loss where you are entitled to compensation under legislation</li> <li>If alteration permission is not granted</li> <li>Closure not required by law</li> </ul>

## Section 1: Material Damage *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> <li>Premises not maintained in a fit state of sanitary condition</li> <li>Failure to comply with licensing authority requirements</li> <li>Forfeiture or failure to renew licence due to Your misconduct, neglect or failure to keep the licence in force</li> <li>Non-renewal of the licence where you had been told that the licence would not be renewed due to town or country planning decisions</li> </ul>

## Section 2: Business Interruption

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<ul style="list-style-type: none"> <li>Loss of gross profit or gross revenue and/or increase cost of working following damage to your business premises</li> <li>Loss of book debts following damage to accounting records at your business premises</li> <li>The insured causes of damage will follow those under "Policy Section 1" except "Explosion" which is separately defined under this section or unless you have requested otherwise</li> </ul>	<ul style="list-style-type: none"> <li>Unspecified suppliers (up to £50,000)</li> <li>Unspecified customers (up to £50,000)</li> <li>Storage sites (up to £50,000)</li> <li>Property in transit (up to £50,000)</li> <li>Contract sites (up to £50,000)</li> <li>Premises of public utilities - gas, electricity, water and telecommunications (up to £50,000)</li> <li>Denial of access (up to the full sum insured)</li> <li>National lottery</li> <li>Public emergency (up to £50,000)</li> <li>Bomb scares (up to £50,000)</li> <li>Essential personnel (up to £25,000)</li> <li>Exhibition expenses (up to £25,000)</li> <li>Loss from interruption /interference with the "Business" at the premises <ul style="list-style-type: none"> <li>from specified human infectious disease</li> <li>as a result of murder or suicide</li> <li>from food or drink poisoning (up to £50,000 in the aggregate in any one Period of Insurance)</li> </ul> </li> <li>Closure by the Public Authority from <ul style="list-style-type: none"> <li>discovery of vermin or pests</li> <li>defects in drains or sanitary arrangements at the premises (up to £50,000)</li> </ul> </li> <li>Accidental failure of public supply (up to £25,000)</li> <li>Motor vehicles (up to the full sum insured)</li> <li>Cost of Document Replacement (up to £50,000)</li> <li>Patterns at Third Party Premises</li> </ul>	<ul style="list-style-type: none"> <li>Departmental</li> <li>Payments on account</li> <li>Accumulated stocks</li> <li>Standing charges (applicable to estimated gross profit)</li> <li>Monthly records of outstanding debit balances be kept at a place other than your premises</li> <li>Reinstatement of sum insured following a loss</li> <li>Alternative trading</li> <li>Sums insured subject to index linking</li> <li>Value Added Tax</li> </ul>	<p>Loss arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>deliberate erasure, loss, distortion or corruption, of information on computer systems or other records, programmes or software</li> <li>other erasure, loss, distortion or corruption, of information on computer systems or other records, programmes or software</li> <li>Any claim for which more specific insurance applies under Section 10 of this Policy</li> </ul>

## Section 3: Goods in Transit

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Property whilst in transit in the UK, the Channel Islands, the Isle of Man and Republic of Ireland by road, rail or air freight up to sum insured shown on the schedule</p> <p>Method of Conveyance</p> <ul style="list-style-type: none"> <li>Vehicles owned or operated, by you (including by such vehicles involving sea or air transits, between the territories as above)</li> <li>Carriers other than yourself by means of road, rail or air freight</li> </ul>	<ul style="list-style-type: none"> <li>Damage to packing materials (up to £10,000)</li> <li>Transfer costs (up to £10,000)</li> <li>Reloading costs (up to £10,000)</li> <li>Debris removal costs (up to £10,000)</li> <li>Drivers/attendant personal effects (up to £500 per person)</li> <li>Use of substitute vehicles</li> <li>Containers (up to £10,000 any one cause for any one container subject to a maximum amount of £25,000 in the aggregate in any one 'Period of Insurance')</li> </ul>	<p><b>Clauses</b></p> <ul style="list-style-type: none"> <li>Reinstatement (tools) clause</li> <li>Average</li> <li>Reinstatement of sum insured following a loss</li> </ul> <p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>Security measures apply to transit by own vehicles</li> <li>Motor vehicles must be roadworthy and in a good state of repair</li> <li>Receipts to be obtained from third party carriers</li> </ul>	<ul style="list-style-type: none"> <li>Wear and tear, deterioration, contamination or vermin</li> <li>Inherent vice, latent defect, action of light, atmospheric or climatic conditions</li> <li>Spillage, leakage, evaporation, loss of weight or shrinkage</li> <li>Mechanical and/or electrical derangement or breakdown</li> <li>Electrical or magnetic injury disturbance or erasure of electronic records</li> <li>Breakdown of refrigeration and/or insufficient insulation</li> <li>Defective/inadequate packing or insufficient addressing</li> <li>Delay or seizure of goods by the government or other authority</li> <li>Carriage of explosives or other dangerous goods</li> <li>Money, jewellery, precious stones and metals, bullion, furs and livestock</li> <li>Property carried by you for hire or reward</li> <li>Loss or damage by storm, theft or attempted theft to property in open-sided or similar type vehicles</li> <li>Indirect loss</li> <li>Loss insured by fidelity guarantee insurance</li> <li>Any claim for which more specific insurance applies under Section 10 of this Policy.</li> </ul>

## Section 4: Loss of Business Money

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Loss of Money as defined:</p> <ul style="list-style-type: none"> <li>In transit and at contract sites</li> <li>In bank night safe</li> <li>In premises during business hours</li> <li>In premises outside business hours in safe</li> <li>In premises outside business hours not in safe</li> <li>In the custody of travellers and collectors</li> <li>In private dwellings</li> </ul> <p>Territorial Limits of United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland</p>	<ul style="list-style-type: none"> <li>Damage to safes, strong rooms, franking machines and carrying cases</li> <li>Damage to clothing and personal effects (up to £1,000 per person)</li> <li>Unauthorized use of company credit cards (up to £500 during each period of insurance)</li> </ul>	<p><b>Clauses</b></p> <ul style="list-style-type: none"> <li>Reinstatement of sum insured following a loss</li> </ul> <p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>Money records to be kept in a secure place separate from the money itself</li> <li>Safe keys to be removed from the premises outside business hours</li> <li>Safe details to be provided</li> <li>Cash tills to have their drawers left open with all contents removed elsewhere after business hours</li> <li>Accompaniment requirements for money in transit</li> <li>Intruder alarm (if such condition is operative under Section 1)</li> <li>Money in Automated Teller Machines</li> </ul>	<ul style="list-style-type: none"> <li>Fraud or dishonesty of any partner, director or employee not discovered within 14 days</li> <li>Loss insured by a fidelity guarantee insurance</li> <li>Loss from unattended vehicles</li> <li>Any form of payment that is counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable</li> <li>Errors, omissions or any kind of indirect loss</li> </ul>

## Section 5: Personal Accident (Assault)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Benefits are payable for injury sustained during theft or attempted theft of money or other property, resulting in:</p> <ul style="list-style-type: none"> <li>• Death</li> <li>• Loss of limbs or sight</li> <li>• Permanent total disablement</li> <li>• Temporary total disablement</li> <li>• Temporary partial disablement</li> <li>• Medical expenses</li> </ul>	<ul style="list-style-type: none"> <li>• Victim support, if the insured person should suffer social and/or emotional impairment following assault or violence or threat thereof (up to £40 per hour, £1,000 per person per event and £5,000 per event for all persons)</li> </ul>	<ul style="list-style-type: none"> <li>• You or any partner, director or employee must be aged not less than 16 years or more than 75 years</li> <li>• Medical expenses up to £1,000</li> <li>• All information/evidence required shall be furnished at your expense</li> </ul>	<ul style="list-style-type: none"> <li>• Any pre-existing physical or mental condition</li> </ul>

## Section 6: Employers' Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Legal liability to pay damages and associated legal costs in respect of death, disease or illness caused to employees</p> <p>Indemnity limit £10 million (inclusive of legal costs), unless otherwise shown in the Schedule.</p> <p>Territorial limits are UK, the Channel Islands and the Isle of Man (see also the Work Overseas Extension)</p>	<ul style="list-style-type: none"> <li>• Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)</li> <li>• Health and Safety at Work etc Act 1974</li> <li>• Unsatisfied court judgements</li> <li>• Temporary Work Overseas for employees normally living in the UK, Channel Islands or the Isle of Man</li> <li>• Indemnity to principals</li> <li>• Indemnity to others</li> <li>• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000)</li> </ul>	<ul style="list-style-type: none"> <li>• Provisions of law, indemnity is in accordance with any law relating to compulsory insurance of legal liability to employees (but you will repay to us all sums paid which we would not have been liable to pay but for the provisions of such law)</li> </ul>	<ul style="list-style-type: none"> <li>• Bodily injury to employees (other than the driver) from being in or on any vehicle where injury results from use by you of a vehicle whilst on the road under the terms of Part VI of the Road Traffic Act 1988</li> <li>• Visits or work on any offshore rig or platform</li> </ul>

## Section 7: Public Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Legal liability to pay damages ( and associated costs ) in respect of:</p> <ul style="list-style-type: none"> <li>• accidental, death, disease or illness</li> <li>• damage to material property</li> <li>• obstruction, trespass, nuisance or interference with air, light, water or way</li> <li>• wrongful arrest, detention, imprisonment or eviction, malicious prosecution or invasion of privacy</li> </ul> <p>Indemnity limit as shown in the Schedule</p> <p>Territorial Limits are UK, the Channel Islands and the Isle of Man (see also the Work Overseas Extension and Overseas Personal Liability Extension)</p>	<ul style="list-style-type: none"> <li>• Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)</li> <li>• Health and Safety at Work etc Act 1974</li> <li>• Indemnity to principals</li> <li>• Indemnity to others</li> <li>• Defective Premises Act 1972</li> <li>• Damage to leased or rented premises</li> <li>• Member to member liability</li> <li>• Motor contingent liability</li> <li>• Overseas personal liability</li> <li>• Cross liabilities</li> <li>• Work Overseas (restricted to non-manual work in countries outside the European Union)</li> </ul>	<ul style="list-style-type: none"> <li>• Precautions for use of heat away from your premises</li> <li>• Indemnity limit is costs inclusive in the USA and Canada</li> </ul>	<ul style="list-style-type: none"> <li>• Faulty or defective workmanship/products supplied</li> <li>• Advice, design, formula or specification</li> <li>• Bodily injury to any employee</li> <li>• Property belonging to you or under your control</li> <li>• Ownership or use of any craft, or vehicle licensed for road use</li> <li>• Products supplied</li> <li>• Liquidated damages, fines or penalties</li> <li>• Punitive, exemplary or aggravated damages</li> <li>• Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident</li> </ul>

## Section 7: Public Liability *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	<ul style="list-style-type: none"> <li>Data Protection Act 1998 (up to £500,000 in respect of all claims in any one period of insurance)</li> <li>Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000)</li> </ul>		<ul style="list-style-type: none"> <li>Pollution or contamination occurring in the USA and/or Canada and/or their dependencies or trust territories</li> <li>Visits or work on any offshore rig or platform</li> <li>Asbestos</li> </ul>

## Section 8: Products Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Legal liability to pay damages (and associated costs) in respect of:</p> <ul style="list-style-type: none"> <li>accidental, death, disease or illness</li> <li>damage to material property caused by products supplied in or from the United Kingdom, the Channel Islands or the Isle of Man occurring anywhere in the world</li> </ul> <p>Indemnity limit for all occurrences during any one period of insurance as shown in the Schedule</p>	<ul style="list-style-type: none"> <li>Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)</li> <li>Health and Safety at Work etc Act 1974</li> <li>Cross liabilities</li> <li>Data Protection Act 1998 (up to £500,000 in respect of all claims in any one period of insurance)</li> <li>Consumer Protection and Food Safety Acts</li> <li>Indemnity to others</li> <li>Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 in the aggregate and in any one period of insurance)</li> <li>Vendor's liability</li> </ul>	<ul style="list-style-type: none"> <li>Indemnity Limit is costs inclusive in the USA &amp; Canada</li> </ul>	<ul style="list-style-type: none"> <li>Cost of repair, alteration, replacement, removal or recall of any products supplied</li> <li>Advice, design, formula or specification</li> <li>Bodily injury to any employee</li> <li>Liability caused by or arising from property in your charge or control</li> <li>Products supplied which to your knowledge are used as a critical part in connection with flying or navigation of any aircraft spacecraft rocket missile or satellite</li> <li>Liquidated damages, fines or penalties</li> <li>Punitive, exemplary or aggravated damages</li> <li>Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident</li> <li>Pollution or contamination occurring in the USA or Canada</li> <li>Products supplied which to your knowledge are exported to the USA or Canada</li> <li>Asbestos</li> <li>Legal Liability under an agreement which would not have attached in the absence of such agreement</li> </ul>



## Section 9: Specified All Risks

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<p>Damage caused within the "Geographical Limit" as defined for each insured item as shown in the Schedule</p> <p>Geographical Limit as defined:</p> <ul style="list-style-type: none"> <li>UK, the Channel Islands and the Isle of Man</li> <li>Europe which means anywhere in the UK, the Channel Islands, the Isle of Man and the countries of the European Union</li> <li>Worldwide which means anywhere in the world</li> </ul>	<ul style="list-style-type: none"> <li>Damage to contents of any insured vending machines (up to £100)</li> <li>European Union and public authorities</li> <li>Other interests</li> <li>Non-invalidations</li> <li>Mortgagees/ freeholders/ lessors</li> <li>Subrogation waiver</li> </ul>	<p><b>Clauses</b></p> <ul style="list-style-type: none"> <li>Average</li> <li>Reinstatement basis of settlement</li> <li>Reinstatement of sum insured following a loss</li> </ul> <p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>Intruder alarm (if such condition is operative under Section 1)</li> <li>Property insured in transit</li> <li>Security measures apply to transit by own vehicles</li> <li>Motor vehicles must be roadworthy and in a good state of repair</li> </ul>	<ul style="list-style-type: none"> <li>Inherent vice, deterioration, wear and tear</li> <li>Faulty or defective workmanship</li> <li>Bursting by steam pressure of non-domestic boilers</li> <li>Corrosion, rust, wet or dry rot, dampness, dryness or vermin</li> <li>Change in temperature</li> <li>Fraud or dishonesty</li> <li>Theft, other than theft involving forcible and violent entry to or exit from the structures at the premises</li> <li>Theft of property in the open from the premises unless otherwise agreed</li> <li>Theft other than from the premises between 9pm and 6am unless property is in your custody or that of any partner or director or employee or in a securely locked or occupied building</li> <li>joint leakage, failure of welds, overheating, cracking or collapse of boilers and other pressure vessels</li> <li>normal settlement or bedding down of new structures</li> <li>Mechanical or electrical breakdown or derangement</li> <li>Disappearance or unexplained shortage</li> <li>Subsidence, heave or landslip (unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe)</li> <li>Electrical or magnetic disturbance of electronic records (other than by lightning)</li> <li>Weather damage to moveable property in the open or in open sided structures</li> <li>Fire damage to property undergoing any heat process</li> <li>Damage to property (other than by fire or explosion) resulting from any production or repair process</li> <li>Damage in respect of vacant or disused buildings caused by freezing, escape of water, escape of oil, malicious persons or theft</li> <li>Delay or seizure of goods by the government or other authority</li> <li>Indirect loss</li> <li>Damage to any part of electrical equipment caused by electrical faults within that part</li> <li>Property let out on hire</li> <li>Voluntary parting with title or possession, of any property if induced to do so by deception.</li> </ul>



## Section 9: Specified All Risks *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
			<ul style="list-style-type: none"> <li>Any claim for which more specific insurance applies under any of Section 10, of this Policy.</li> <li>Loss insured by a fidelity guarantee insurance</li> </ul>

## Section 10: Engineering

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<ul style="list-style-type: none"> <li>Equipment Breakdown</li> </ul>	<ul style="list-style-type: none"> <li>Contamination by a Hazardous Substance - up to £25,000 any one accident</li> <li>Computer Equipment - up to £250,000 any one Accident</li> <li>Costs incurred in reinstating data - up to £25,000 any one accident</li> <li>Reasonable costs incurred to minimise or prevent interruptions to computer operations - up to £25,000 any one accident</li> <li>Loss of Gross Income caused by an Accident to Covered Equipment - up to £30,000 in any one Period of Insurance</li> <li>Perishable Goods - up to £15,000 for frozen and chilled foodstuffs and up to £5,000 for any other perishable good any one Accident</li> <li>Expediting Expenses - up to £20,000 any one Accident</li> <li>Increase in loss due to public authority, ordinance or law in force at that time</li> <li>Cost of hire charges for hiring a substitute item during the period of repair - up to £5,000 any one accident</li> <li>Loss caused by an accident to storage tanks or water tanks - up to £7,500 any one Accident</li> <li>Reasonable costs incurred to take exceptional measures to prevent or mitigate impending damage to the Covered Equipment - up to £5,000 any one accident</li> <li>Loss to property resulting from explosion of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel - up to £1,000,000 any one Accident</li> <li>Removal of debris and protection of Covered Equipment: <ul style="list-style-type: none"> <li>Up to £25,000 or</li> <li>20% of amount payable for damage.</li> </ul> Which ever is lower</li> </ul>	<ul style="list-style-type: none"> <li>Back Up Records</li> </ul>	<ul style="list-style-type: none"> <li>Damage which is recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for breach of Your obligations under the agreement.</li> <li>Loss resulting from the delay in resuming operations resulting from the need to reconstruct or re-input data or programs on media</li> <li>Damage caused by any boiler or pressure vessel, breakdown of any type of electrical equipment or defect, virus, loss of data within media or wear and tear or any gradually developing condition.</li> </ul>

## Section 11: Fidelity Guarantee

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<ul style="list-style-type: none"> <li>Theft of your money or other property by any of your employee's arising from fraud or dishonesty</li> <li>Territorial Limits of United Kingdom, the Channel Islands and the Isle of Man</li> </ul>	<ul style="list-style-type: none"> <li>Reasonable auditors fees</li> <li>Reasonable costs of rewriting or amending computer software programs or security codes in order to prevent a recurrence of theft arising from use of computer hardware</li> </ul>	<ul style="list-style-type: none"> <li>Theft must be discovered within 12 calendar months</li> <li>Accounts must be examined by external auditors every 12 months</li> <li>Cash receipts</li> <li>Reconciliation</li> <li>Cheque signing</li> <li>Cash in hand and petty cash shall be checked independently of employees</li> <li>Investment control</li> <li>Computer security</li> <li>Vetting of employees</li> <li>Annual holiday</li> <li>Termination of employees</li> <li>Police notification</li> <li>Cessation of cover</li> <li>Withholding of monies</li> </ul>	<ul style="list-style-type: none"> <li>Unexplained shortage</li> <li>Loss from employees prior to inception of cover</li> <li>Loss attributed to an employee who continues to deal with money after you have facts to question the honesty of the employee</li> <li>Indirect loss</li> </ul>

## Section 12: Legal Expenses

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Legal expenses up to £150,000 in relation to the following:</p> <ul style="list-style-type: none"> <li>Employment disputes, compensation awards and service occupancy (compensation awards up to £1,000,000 during any one period of insurance)</li> </ul> <p>Employee Civil Legal Defence</p> <ul style="list-style-type: none"> <li>Legal defence</li> <li>Property protection and bodily injury</li> <li>Tax protection <ul style="list-style-type: none"> <li>Full or aspect enquiries (up to £2,000 per enquiry)</li> <li>Cross Tax Enquiry</li> <li>Employers compliance</li> <li>VAT disputes</li> </ul> </li> <li>Statutory licence protection</li> <li>Contract disputes</li> <li>Debt recovery</li> <li>Tenancy disputes</li> </ul>	<ul style="list-style-type: none"> <li>Necessary and reasonable legal costs</li> <li>Reasonable accountants costs</li> <li>Attendance expenses</li> </ul>	<p><b>General</b></p> <p>You must:</p> <ul style="list-style-type: none"> <li>Keep to the terms and conditions of this Section</li> <li>Notify DAS immediately of any changes</li> <li>Take every step to keep costs and expenses as low as possible</li> <li>Try to prevent anything happening that may cause a claim</li> <li>DAS can takeover any claim or legal proceeding at any time</li> <li>Before you choose a lawyer or an accountant, DAS can appoint a "Representative"</li> <li>Any settlement must be made with the consent of DAS</li> </ul> <p><b>Compensation Awards</b></p> <ul style="list-style-type: none"> <li>In cases of performance and/or conduct, throughout the employment dispute you either must follow: <ul style="list-style-type: none"> <li>ACAS code of disciplinary</li> </ul> </li> </ul>	<p><b>General</b></p> <ul style="list-style-type: none"> <li>Any claim reported to DAS more than 180 days after the date you should have known about an insured incident</li> <li>Any costs and expenses that are incurred before DAS agree to pay them</li> <li>Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority (other than any compensation awards as covered under insured incidents, compensation awards and legal defence)</li> <li>Any claim relating to patents, copyrights, trademarks, registered designs etc</li> <li>Judicial review</li> </ul> <p><b>Employment Disputes</b></p> <ul style="list-style-type: none"> <li>Any claim in respect of damages for personal injury or damage to property</li> <li>Any claim arising from transfer of business (specific restriction)</li> </ul>

## Section 12: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p><b>Territorial Limits</b></p> <ul style="list-style-type: none"> <li>For Legal Defence Insured Incidents (excluding 5 Statutory Notice Appeals), and H Personal injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</li> <li>For all other Insured Incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands</li> </ul> <p>Claims under this section are dealt with and managed by DAS Legal Expenses Insurance Company</p>		<ul style="list-style-type: none"> <li>Equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or</li> <li>Sought and followed advice from DAS</li> </ul> <p><b>Tax Protection</b></p> <ul style="list-style-type: none"> <li>You must take reasonable care that all tax returns are complete and correct and submitted in a timely fashion and are in direct connection with the Business</li> </ul> <p><b>Contract Disputes</b></p> <ul style="list-style-type: none"> <li>The amount in dispute exceeds £500. If the amount in dispute exceeds £5,000, you will be responsible for the first £500 of "Legal Costs" in each and every claim</li> <li>If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500</li> <li>If the dispute relates to money owed to the "Insured Person", a claim under this Section is made within 90 days of the money becoming due and payable</li> </ul> <p><b>Debt Recovery</b> Provided that:</p> <ul style="list-style-type: none"> <li>The debt exceeds £500</li> <li>A claim is made within 90 days of the money becoming due and payable</li> </ul>	<p><b>Compensation Awards</b> Any compensation awards relating to:</p> <ul style="list-style-type: none"> <li>Trade union activities, trade union membership or non-membership</li> <li>Health and safety related dismissals brought under section 44 of the Employment Rights Act 1996</li> </ul> <p><b>Service Occupancy</b></p> <ul style="list-style-type: none"> <li>Any claim relating to defending your legal rights (other than a counter-claim)</li> </ul> <p><b>Legal Defence</b></p> <ul style="list-style-type: none"> <li>Any claim for prosecution of road traffic laws in connection with ownership or use of a motor vehicle</li> </ul> <p><b>Property Protection</b> Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>A contract entered into by you</li> <li>Goods in transit or goods lent or hired out</li> <li>Mining subsidence</li> <li>A motor vehicle owned or used by, or hired or leased to you (other than damage to motor vehicle where your business is the selling of motor vehicles)</li> </ul> <p><b>Bodily Injury</b> Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident</li> <li>Defending you or your family members legal rights other than a counter-claim</li> </ul> <p><b>Tax Protection</b></p> <ul style="list-style-type: none"> <li>In respect of "Aspect Enquiries" and "Tax Intervention Enquiries" the first £200 of costs and expenses in each and every claim</li> </ul> <p>Any insured incident:</p> <ul style="list-style-type: none"> <li>Arising from a tax avoidance scheme</li> <li>Caused by your failure to register for VAT</li> <li>Arising from any investigation by HM Revenue and Customs into alleged dishonesty or criminal offences</li> </ul>

## Section 12: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<p><b>Statutory Licence Appeal</b></p> <ul style="list-style-type: none"> <li>• An application for renewal of a statutory licence or British Standard Certificate of Registration</li> <li>• Any licence appeal relating to ownership, driving or use of a motor vehicle</li> </ul> <p><b>Contract Disputes</b></p> <ul style="list-style-type: none"> <li>• Any dispute arising from a breach, or alleged breach, of professional duty by an "Insured Person"</li> <li>• A dispute with an employee or an ex-employee</li> </ul> <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>• The settlement payable under an insurance policy</li> <li>• A lease, licence or tenancy of land or buildings (other than a dispute with a professional adviser in connection with the drafting of the lease, licence or tenancy agreement)</li> <li>• A loan, mortgage, pension or other financial product</li> </ul> <p><b>Debt Recovery</b></p> <ul style="list-style-type: none"> <li>• Any debt arising prior to policy inception if due within the first 90 days of the indemnity provided by this section</li> </ul> <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>• The settlement payable under an insurance policy</li> <li>• A lease, licence or tenancy of land or buildings</li> <li>• A loan, mortgage, pension or other financial product</li> <li>• A motor vehicle owned or used by, or hired or leased to you (other than damage to motor vehicle where your business is the selling of motor vehicles)</li> </ul> <p><b>Tenancy Disputes</b></p> <p>Any claim arising from or relating to the:</p> <ul style="list-style-type: none"> <li>• Amount, payment or non-payment of rent</li> <li>• Renewal of the lease or tenancy Agreement</li> </ul>

## Section 13: Terrorism

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<b>Terrorism</b> In the event of Damage caused by an Act of Terrorism: <ul style="list-style-type: none"> <li>at the Premises in respect of Section 1: Material Damage and Section 10: Engineering</li> <li>any location in respect of Section 3: Goods in Transit, Section 4: Loss of Business Money, Section 9: Specified All Risks, where insured</li> </ul> located in England, Wales or Scotland		<ul style="list-style-type: none"> <li>Indemnity is subject to:               <ul style="list-style-type: none"> <li>HM Treasury issuing a certificate to certify that any Damage was caused by an Act of Terrorism or</li> <li>a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that any Damage was caused by an Act of Terrorism</li> </ul> </li> <li>Conditions or terms which provide for adjustments of premium based on declarations on expiry of the period of insurance will not apply to Terrorism insurance</li> <li>Any long term agreement applying to this Policy shall not apply to Terrorism insurance</li> </ul>	<ul style="list-style-type: none"> <li>Cover excludes the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987</li> <li>Riot or Civil Commotion, War, Invasion, Act of Foreign Enemy Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power</li> <li>Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor</li> <li>Damage to or the destruction of any Computer System or any alteration, modification, distortion, erasure or corruption of Data, whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack</li> <li>Cover is provided for certain losses caused by remote digital interference (cyber terrorism) but nation state cyber terrorism is excluded</li> <li>Damage to any Residential Property insured in the name of a Private Individual</li> </ul>

## General Conditions

<ul style="list-style-type: none"> <li>Fair Presentation of the Risk</li> <li>Reasonable Precautions</li> <li>Change of Risk or Interest</li> </ul>	<ul style="list-style-type: none"> <li>Security protections</li> <li>Cancellation</li> <li>Instalments</li> </ul>	<ul style="list-style-type: none"> <li>Choice of Law</li> <li>Contracts (Rights of Third Parties) Act 1999</li> </ul>	<ul style="list-style-type: none"> <li>Automated Teller Machine</li> </ul>
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## Claims Conditions

<ul style="list-style-type: none"> <li>Action by the Insured</li> <li>Our Right</li> </ul>	<ul style="list-style-type: none"> <li>Fraudulent Claims</li> <li>Conditions Precedent</li> </ul>	<ul style="list-style-type: none"> <li>Subrogation</li> <li>Other Insurances</li> </ul>	<ul style="list-style-type: none"> <li>Arbitration</li> </ul>
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## General Exclusions

<ul style="list-style-type: none"> <li>War, Government Action and Terrorism</li> <li>Sonic Bangs</li> </ul>	<ul style="list-style-type: none"> <li>Radioactive Contamination</li> <li>Pollution or Contamination</li> </ul>	<ul style="list-style-type: none"> <li>Date Recognition</li> <li>Marine Policies</li> </ul>	<ul style="list-style-type: none"> <li>Computer Virus and Hacking</li> </ul>
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## Further Information

### Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

24 hour business assistance services

Helpline services:-

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG)
- Business Emergency Assistance Helpline - rapid response from reputable local contractors to deal with any sort of emergency on your premises, including burst pipes, drainage problems, gas, electricity failures and serious roof damage (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG) You must pay any call-out or repair charges.
- Health and Medical Assistance Helpline giving assistance concerning nutrition, sports injuries, giving up smoking, exercise, complimentary health and changing doctors (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG)
- Emergency Glazing and Security Assistance Helpline - rapid call outs for any glazing or door and window security problems (supplied by Glassolutions on behalf of NIG)

### Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with the General Condition – Cancellation.

### Cancellation

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made in accordance with the General Condition – Cancellation.

### How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your Policy Number.

### How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**

### Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at **[www.fca.org.uk](http://www.fca.org.uk)**, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at **[www.bankofengland.co.uk/pr](http://www.bankofengland.co.uk/pr)**, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

### Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at **[www.fscs.org.uk](http://www.fscs.org.uk)**.



[www.nig.com](http://www.nig.com)