

Public Liability Insurance Policy Wording



YOUR BUSINESS INSURANCE

Customer Care Services

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

Claims Helpline

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

Advice Lines

Where do you turn to for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal Assistance (available 24 hours)
- Health and Safety issues (available 24 hours)
- Tax advice (available Monday to Friday, 9am to 5pm)
- Stress Counselling (available 24 hours)

Helplines

24 hour Claims Helpline

(Including Emergency Repairs and Catastrophe Claim)

0800 072 0227*

Advice Lines

(Quote ref. no. 71113)

01455 255015*

*For your protection, telephone calls may be recorded or monitored.

How to use the Helpline Services

Telephone the relevant number shown on your card, 24 hours a day, 365 days a year.
Please quote code number 71113 for the Advice service.

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE THE COMPANY IMMEDIATELY.

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US IMMEDIATELY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, PLEASE CONTACT OURSELVES.

Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured agree that

- This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears
- Any information supplied by the Insured shall be incorporated in the contract
- The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

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General Conditions

- 1 This Policy shall be voidable in the event of misrepresentation misdescription or non - disclosure in any material particular
- 2 Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees
- 3 The Insured at his own expense shall
 - (A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition
 - (B) exercise care in the selection and supervision of employees
 - (C) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 4 This policy shall be avoided if
 - (A) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
 - (B) the Insured's interest cease otherwise than by death or
 - (C) any alteration be made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company
- 5 This Policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company
- 6 If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record

7 Cancellation of your policy

If you cancel your policy we may charge an administration fee of up to £55, which accounts for our costs in providing the policy. If this applies to you details will appear in the Important Notes on your policy schedule

8 Cancellation when the premium is paid annually

This Policy may be cancelled by
the Insured giving written instruction to the Company
or

the Company sending 30 days written notice to the last known address of the Insured

Cancellation will be effective from

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

or

the expiry of the 30 days written notice sent by the Company

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

9 Cancellation when the premium is paid monthly

The Insured may cancel this Policy by giving written instruction to the Company and cancellation will be effective from the date of receipt of valid instructions provided that where a Certificate of Insurance has

been issued as a statutory requirement to provide evidence of cover cancellation will only be effective from the date of receipt of the Certificate(s) of Insurance by the Company

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

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

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

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

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

11 Law Applicable Clause

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

Claims Conditions

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

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

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

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

8 Not applicable to Liability

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

9 Applicable only to Liability Insurance

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

Policy Definitions

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

General

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

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

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

Period of Insurance shall mean the period stated in the Schedule

Policy shall mean this policy

Definitions

(applicable to Liability – Sections 1 - 3 only)

Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A) the Insured
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C) at the request of the Insured
 - 1) any principal
 - 2) any director or partner of the Insured
 - 3) any Person Employedagainst legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- 4) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- 5) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured

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

Employee

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

Person Employed

Person Employed shall mean any

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

} while under the direct control and supervision of the insured

Injury

Injury shall mean

Sections 1 and 3 (Part A)

bodily injury death disease or illness

Sections 2 and 3 (Part B)

bodily injury mental injury death disease illness wrongful arrest or false imprisonment

Property

Property shall mean material property but shall not include Data

Business

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

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

Offshore

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

Event

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

Insured's Contribution

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

Intellectual Property Rights

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

Terrorism

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

Asbestos

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

Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

Asbestos Containing Materials

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

Definitions (cont.)

(applicable to Property Damage – Section 4 only)

Damage

Damage shall mean loss destruction or damage

Failure of a System

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

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

Microchip

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

Office Machines

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

Property Insured

Property Insured shall mean

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

Specified Peril

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

System

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

Territorial Limits

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

Terrorism

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

Virus

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

Definitions (cont.) (applicable to Terrorism – Section 5 only)

Damage

Damage shall mean accidental loss destruction or damage

Denial of Service Attack

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

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

Hacking

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

Insured's Contribution

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

Nuclear Installation

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

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

Nuclear Reactor

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

Private Individual

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

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

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

Residential Property

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

Terrorism

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

Virus or Similar Mechanism

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

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

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

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

Section 1 Employers' Liability

The Company will provide indemnity to any Person Entitled to Indemnity

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

General Provisions

Provided that in respect of any one Event

- 1 the total amount payable under this Section (including all Extensions Additional Clauses and Memoranda) shall not exceed the Limit of Indemnity
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled

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

- 3 the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

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

Exclusions to Section 1

The indemnity will not apply to legal liability

1 Radioactive Contamination

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

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

where such legal liability is

- 1) that of any principal
- 2) accepted under agreement and would not have attached in the absence of such agreement

2 Road Traffic Legislation

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

Extensions to Section 1 (each of which is subject otherwise to the terms of this Policy)

1 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgment at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

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

2 Compensation for Court Attendance

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

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

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Section 2 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
 - A) accidental Injury of any person
 - B) accidental loss of or damage to Property
 - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission happening during any Period of Insurance in connection with the Business
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
 - A) costs of legal representation at
 - 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 resulting in any occurrence specified in 1 abovewhich may be the subject of indemnity under this Section
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 aboveincurred with the Company's written consent

General Provisions

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere the following shall apply
 - 1 the total amount payable by the Company in respect of 1 above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity
 - 2 the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment
 - 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled
The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
 - 4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
 - 5 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

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

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

Exclusions to Section 2

The indemnity will not apply to legal liability

1 Mechanical Vehicles

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

A) mechanically propelled vehicle other than legal liability arising out of

- 1) the use of plant as a tool of trade on site
- 2) the use of plant at the premises of the Insured
- 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

B) aircraft or other aerial device

C) aerospace device

D) hovercraft

E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2 Employers' Liability

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

3 Property in the Insured's Custody or Control

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

A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents

B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business

C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability

- 1 has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
- 2 arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

4 Pollution or Contamination

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

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

5 Product Defects and Recall

A) in respect of loss of or damage to any

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

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

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

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

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

6 Professional Risks

arising from or in connection with

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

7 Contractual Liability

arising from or in connection with any

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

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

8 Disposed Premises

for the costs of remedying

- A) any defect or alleged defect
- B) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

in premises disposed of by the Insured

9 Fines or Penalties

for

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

10 Radioactive Contamination

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

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

11 War and Allied Risks

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

12 Fear of Asbestos

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

13 Asbestos Removal Costs

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

Extensions to Section 2 (each of which is subject otherwise to the terms of this Policy)

1 Cross Liabilities

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

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

2 Compensation for Court Attendance

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

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

3 Contingent Motor Liability

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

The indemnity will not apply to legal liability

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

4 Overseas Personal Liability

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

The indemnity will not apply

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

5 Data Protection Act 1998

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

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

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

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

This Extension shall not apply in respect of

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

Special Conditions

Application of Heat Away from the Premises

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

- A) The area of the work will be cleared of combustible material for a safe distance from or beneath the place where such work is being carried out A safe distance shall not be less than fifteen metres when welding or cutting operations are carried out
Where such precautions are impracticable such material will be covered with not - combustible blankets or screens Combustible parts of premises will be similarly protected
- B) At least one fire extinguisher of a type suitable for the combustible material and the premises will be kept immediately adjacent to the area of work in full working order and available for immediate use
- C) Equipment will be lit as short a time as possible before use and extinguished immediately after use
- D) Equipment which is lit or switched -on will not be left unattended
- E) A thorough examination for any signs of combustion will be made within or below the area in which work has been undertaken half an hour after the termination of each period of work

Car Parks

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

Memorandum

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

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Section 3 Legal Defence Costs

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

up to the Limit of Indemnity in respect of

A) legal costs and other expenses incurred with the Company's written consent

B) costs awarded against the Insured or any director partner or Person Employed

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

Part A

In respect of a breach of

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

Part B

In respect of a breach of

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

General Provisions

Provided that in respect of Part A and B

- 1 the indemnity will not apply

A) to fines or penalties of any kind

B) to compensation ordered or awarded by a Court of Criminal Jurisdiction

C) where Injury of any person or loss of or damage to Property has occurred

D) where indemnity is provided by any other insurance

E) to proceedings consequent upon any deliberate act or omission by

1) the Insured

2) any partner or director of the Insured

3) any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section

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

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

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

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

Special Provision

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

Section 4 Property Damage Insurance

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

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

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

Exclusions

This insurance does not cover

Sonic Bangs

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

War and Allied Risks

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

Pollution and Contamination

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

Radioactive Contamination

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

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

Terrorism

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

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

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

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

Electronic Risk

- A) Damage to Data which shall include but shall not be limited to

- 1) Damage to or corruption of Data whether in whole or in part
 - 2) unauthorised appropriation of use of access to or modification of Data
 - 3) unauthorised transmission of Data to any third parties
 - 4) Damage arising out of any misinterpretation use or misuse of Data
 - 5) Damage arising out of any operator error in respect of Data
- B) Damage to the Property Insured arising directly or indirectly from
- 1) the transmission or impact of any Virus
 - 2) unauthorised access to a System
 - 3) interruption of or interference with electronic means of communication used in the conduct of the Insured's business including but not limited to any diminution on the performance of any website or electronic means of communication
 - 4) Failure of a System

Damage

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

Insured's Contribution

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

Insured's Contribution £250

The Insurance Provided

In respect of the Property Insured the Company will pay

A the cost of reinstatement being

- where the property is destroyed the cost of its replacement by similar property
- where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new

B the cost of removing debris being

the cost incurred with the Company's consent in removing debris and dismantling property but excluding any costs or expenses

- 1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
- 2) arising from pollution or contamination of property not insured by this Policy

The undernoted provisions apply

Partial Damage

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

Alternative Basis of Settlement

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

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

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

Special Provisions

Underinsurance

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

Reinstatement by the Company

The Company may at its own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. The Insured shall at their own expense produce and provide the Company with all such plans documents books and information as the Company may reasonably require

Condition Precedent to Liability - Security

It is a condition precedent to any liability of the Company for Damage that

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

Section 5 Terrorism Insurance

THIS SECTION ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The Cover

Notwithstanding any provisions to the contrary within this Policy the insurance in respect of all items insured by Property Damage Insurance extended to include Damage or loss resulting from Damage in the Territories stated below caused by or resulting from Terrorism

Provided always that

- 1) Terrorism Insurance is
 - A) subject to the Exclusions stated below
 - B) not subject to any other exclusions stated in this Policy
- 2) the Company's liability shall not exceed in any one Period of Insurance
 - A) in the whole the total sum insured
 - B) in respect of any Item its sum insured or any other stated limit of liability specified in the Schedule or elsewhere in the Policywhichever is the lower

Subject always to the Limit(s) applying to Terrorism Insurance shown against the Territories stated below after the application of all the provisions of the insurance including any Insured's Contribution

Territory	Limit of Liability
1) Great Britain	As otherwise specified in this Policy
2) Elsewhere in the world	Not insured

Exclusions

Terrorism Insurance does not cover

Riot Civil Commotion War and Allied Risks

any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot 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

Electronic Risks

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

Nuclear Installation or Nuclear Reactor

any loss whatsoever or any consequential loss resulting or arising from Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor

Nuclear Risks and Chemical Biological and Radiological Contamination

in respect of Residential Property insured in the name of a Private Individual

any loss whatsoever or any expenditure resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by arising from

- A) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- C) chemical and/or biological and/or radiological irritants contaminants or pollutants

Special Conditions Applicable to Terrorism Insurance

- A) In any action suit or other proceedings where the Company alleges that any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured
- B) Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance
- C) If this Policy is subject to any Long Term Undertaking it does not apply to Terrorism Insurance

All the terms definitions provisions conditions and extensions of the Policy apply except insofar as they are hereby expressly varied

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially, please raise your concerns with your usual business contact.

If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.

A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However, if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA
Telephone: 0800 1076160
Fax: 01422 325146
Email: crt.halifax@uk.rsagroup.com

What to do if you are still not satisfied

If you are still not satisfied Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 0801800
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

CALL MORE TH>N BUSINESS AND SAVE

VAN INSURANCE	0800 980 1740
BUSINESS CAR INSURANCE	0800 980 1741
LANDLORDS INSURANCE	0800 980 1742
OFFICE INSURANCE	0800 980 1743
SHOP INSURANCE	0800 980 1744
HOTEL INSURANCE	0800 980 1745
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CLUBS INSURANCE	0800 980 1749
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