

Useful Telephone Numbers

Claims Helpline (24 hours)

0800 015 1498

The Claims helpline can be used by anyone wishing to report a claim on any of Aviva's new commercial products. As soon as you know about the problem you face - we will start to put the solutions in place.

Legal and Tax Helpline (24 hours)

0345 300 1899

Call this helpline anytime, day or night, for advice on any UK legal or tax matters. Given in confidence, the advice is free - all you pay for is the price of the call.

Risk Services Helpline (office hours)

0345 366 66 66

Advice on safety, fire, security and other risk related issues. Ninety per cent of queries are dealt with on the spot, and we guarantee an answer within one working day.

Counselling Service

0117 934 0105

A counselling service is available for your staff to help them deal with situations such as bereavement, divorce or even bullying at work.

Please have your policy number ready.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Introduction

Thank You for choosing Us as Your insurer.

This is Your Surgery policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact.

If after reading Your policy You have any questions, please contact Graybrook Insurance Brokers Limited.

Contents

This policy is made up of individual Sections. It should be read together with Your current Schedule which indicates the Sections You are Insured under and gives precise details of Your Insurance protection.

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Contract of Insurance

Your policy wording, the information You have provided and/or the application form, the statement of fact, the policy Schedule, or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and You, and must be read together.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- (a) loss of a particular kind, and/or
- (b) loss at a particular location, and/or
- (c) loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (Calls from UK landlines and mobiles are free) or
0300 123 9123

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

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

Important Information

Choice of Law

The appropriate law as set out below will apply unless You and Us agree otherwise:

1. The law applying in that part of the United Kingdom, Channel Islands or the Isle of Man in which You normally live or (if applicable) the first named Policyholder normally lives; or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact Graybrook Insurance Brokers Limited.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, except for headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Condition Precedent

A condition which must be complied with before We are liable for a claim.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Data

All information which is

1. electronically stored, or
2. electronically represented, or
3. contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Employee

Any person who is

1. under a contract of service or apprenticeship with You
2. borrowed by or hired to You
3. a labour master or supplied by a labour master
4. employed by labour-only sub-contractors
5. self-employed
6. under a work experience or training scheme
7. regarded as being in Your employment under the terms of any contract or agreement
8. a voluntary helper while working under Your control in connection with The Practice
9. an outworker or home worker when engaged in work on Your behalf.

Endorsement/Endorsements

An alteration to the terms of the policy.

Excess/Excesses

The amount or amounts shown in Your policy or the Schedule which We deduct from each and every claim.

Failure

Any partial or complete reduction in the

1. performance, or
2. availability, or
3. functionality, or
4. the ability to recognise or process any date or time, of any
 - (a) Computer and Electronic Equipment,
 - (b) electronic means of communication,
 - (c) web site.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Malicious Contingency

1. riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
2. malicious persons other than thieves and Cyber Vandals.

Money

Current

1. coin, bank and currency notes
2. postal and money orders, bankers' drafts, cheques and giro cheques
3. crossed warrants, bills of exchange and securities for money
4. postage, revenue, national insurance and holiday with pay stamps
5. national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
6. credit company sales vouchers, luncheon vouchers and trading stamps
7. VAT invoices.

Period of Insurance

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.

Property Insured

Property Insured as detailed in the Schedule.

Schedule

The document which specifies details of the Policyholder, The Premises, Property Insured and any Excess(s), Endorsements and Conditions Precedent applying to the policy.

Specified Contingency

1. Fire
2. Lightning
3. Explosion
4. Aircraft and other aerial devices or articles dropped from them
5. Earthquake
6. Storm or flood
7. Escape of water from any tank apparatus or pipe
8. Falling trees
9. Impact
10. Escape of fuel from any fixed oil heating installation.

The Practice

Activities directly connected with The Practice described in the statement of fact and specified in the Schedule.

The Premises

The Premises as stated in the statement of fact and specified in the Schedule.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

We/Us/Our

Aviva Insurance Limited or Aviva Insurance UK Limited; please refer to your Schedule.

You/Your/Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Schedule as Policyholder.

Asset Protection

Property Damage Section - All Risks

Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Damage

Accidental loss, destruction or damage.

Defined Contingency

1. Fire
2. Lightning or earthquake
3. Explosion
4. Aircraft
5. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
6. Malicious persons other than thieves
7. Storm or flood
8. Escape of water from any tank, apparatus or pipe
9. Falling trees or radio/TV aerials
10. Impact
11. Leakage of fuel
12. Theft or attempted theft.

Property Damage Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim at each separate premises after the application of Average. See Policy Condition (3).

Cover

We will indemnify You in respect of Damage to the Property Insured at the Premises.

The Sum Insured under each item is subject to Average. See Policy Condition (3).

Exclusions

We will not indemnify You in respect of

1. Damage caused by or consisting of
 - (a) an existing or hidden defect in the property
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty design of the Property Insured or faulty materials used in its construction
 - (e) faulty workmanship, operating error or omission by You or any Employee
 - (f) the bursting of
 - i a boiler
 - ii other equipmentwhere the internal pressure is due to steam only and belongs to You or is under Your control.
- However, We will indemnify You in respect of Damage not otherwise excluded if the boiler or other equipment is the subject of a contract providing inspection or maintenance required by any statutory regulation.
2. Damage caused by or consisting of
 - (a) i corrosion, rust or rot
 - ii shrinkage, evaporation or loss of weight
 - iii dampness or dryness
 - iv scratching
 - v vermin or insects
 - (b) change in
 - i temperature
 - ii colour
 - iii flavour
 - iv texture or finish
 - (c) i nipple or joint leakage or failure of welds
 - ii cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
 - (d) mechanical or electrical breakdown of the Property Insured.
- However, We will indemnify You in respect of
 - i Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
 - ii any subsequent Damage which itself results from a cause not otherwise excluded.

3. Damage caused by pollution or contamination

However, We will indemnify You in respect of Damage, not otherwise excluded, to the Property Insured caused by

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination.

4. Damage caused by or consisting of

- (a) in respect of buildings only subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty
- (d)
 - i disappearance
 - ii unexplained or inventory shortage
 - iii misfiling, misplacing of information or clerical error.

5. Damage to

- (a) gates
- (b) fences
- (c) moveable property in the open by
 - i wind
 - ii rain, hail, sleet or snow
 - iii flood
 - iv dust.

6. Damage by fire to the Property Insured resulting from its undergoing any process involving the application of heat.

7. Damage to the Property Insured resulting from its undergoing any process of

- (a) production or packaging
- (b) treatment, testing or commissioning
- (c) servicing or repair.

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.

8. Damage while the building is unoccupied caused by

- (a) escape of water from any tank, apparatus or pipe
- (b) malicious persons.

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.

(9) Damage to

- (a) china, earthenware, marble or other fragile objects (not including stock in trade)
- (b) a structure caused by its own collapse or cracking.

However, We will indemnify You in respect of this Damage if it results from a Defined Contingency and is not otherwise excluded.

10. Damage to

- (a) property in the course of construction including materials for use in the construction
- (b)
 - i Livestock
 - ii growing crops or trees

unless specifically stated as insured in the Schedule.

11. Damage caused by theft or attempted theft

- (a) where You or Your partners, directors or Employees or any member of Your household is involved
- (b) from any building or part of any building not capable of being locked
- (c) from the open or from any yard, compound, garden or car park forming part of The Premises.

12. Damage to property more specifically insured.

13. the Property Damage Excess.

14. consequential loss or damage of any kind.

Cover Extension

1. Glass

We will indemnify You in respect of

- (a) breakage (including the cost of boarding up) of glass at The Premises
- (b)
 - i Damage to
 - contents of display windows
 - window and door frames
 - ii the cost of removing and reinstating obstructions to replacing glass
- (c) breakage of fixed
 - i wash hand basins, pedestals, baths, sinks
 - ii lavatory bowls, bidets, cisterns
 - iii shower trays, splashbacks

at the premises.

The maximum that We pay in respect of item b(i) and (ii) is £2,000 in the aggregate.

We will not indemnify You in respect of

1. breakage of glass in
 - (a) light fittings
 - (b) signs
 - (c) vehicles
 - (d) vending machines
2. breakage
 - (a) to stock in trade or goods in trust
 - (b) while The Premises is unoccupied
 - (c) in transit or while being fitted
 - (d) caused by workmen carrying out alterations or repairs to The Premises
3. the Property Damage Excess.

2. Subsidence

Definition

Operative only if shown in the Schedule.

For the purpose of this extension only, Damage shall mean subsidence of, or ground heave of the site of the Property Insured or landslip.

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (b) walls, gates, hedges or fences
 - i if such property is specifically insured by this Section and
 - ii Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

1. Damage caused by
 - (a) collapse, cracking, shrinking or settlement of any building
 - (b) coastal or river erosion
 - (c) defective design or inadequate construction of foundations
 - (d) demolition, structural alteration or repair
 - (e) settlement or movement of made up ground
2. Damage as a result of movement of solid floor slabs

However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
3. the Subsidence Excess.

Clauses

The following clauses apply to both the Buildings and Contents items where insured.

1. All Other Contents

This term includes

(a) documents, manuscripts and business books

(b) computer systems records

(c) patterns, models, moulds, plans and designs

but only for

i the value of the materials

ii the cost of labour and computer time spent in reproducing them.

The maximum We will pay in respect of computer systems records is £10,000 any one loss.

We will not pay for

1. expenses in connection with producing information to be recorded

2. the value to You of any information lost

(d) Employees' pedal cycles and other personal belongings but only if they are not otherwise insured.

The maximum We will pay for any one person's property is £1,000.

(e) visitors' personal belongings.

The maximum that We will pay for any one person's property is £1,000.

(f) paintings, curios or other works of art.

The maximum that We will pay is £5,000 in respect of any one item.

(g) wines, spirits, cigarettes and tobacco held for entertainment purposes.

The maximum that We will pay is £500 any one loss.

(h) trade samples and goods in trust held at The Premises.

The maximum that We will pay is £1,000 any one loss.

(i) precious metals.

The maximum that We will pay is £2,000 any one loss.

2. Automatic Reinstatement of sum insured

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

3. Basis of Claim Settlement

(a) If Property Insured other than Stock in Trade, Employees' pedal cycles or personal belongings is destroyed We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such property is only partially destroyed, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property had been completely destroyed.

(b) The property may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.

(c) All work must begin and be carried out as quickly as possible.

(d) If at the time of rebuilding or replacement 85% of the cost which would have been required to replace the whole of the Property Insured under that item is greater than the Sum Insured at the time the Damage occurred You will be liable to pay a proportionate share of the loss.

(e) We will not pay under this clause

i until You have incurred the cost of replacing or repairing the property

ii if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement

iii if You do not comply with any of the terms of this clause.

4. Changing Locks

We will pay for the cost of changing locks at The Premises if keys are lost from

- (a) The Premises
- (b) Your home
- (c) The home of any authorised Employee

following theft or attempted theft

or

whilst in Your custody or that of an Employee following theft or attempted theft. If the keys belong to a safe they must be

- i removed from The Premises overnight
- ii kept in a secure place away from the safe when You or an Employee occupies The Premises.

The maximum We will pay for any one loss is £1,000.

5. Construction and Occupation of the Buildings

Unless otherwise stated in the Schedule the buildings are

- (a) constructed of brick, stone or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos with no more than 10% of other materials
- (c) occupied for the sole purpose of The Business and otherwise only as offices or a private dwelling.

6. Debris Removal

The Sum Insured for each item, except on stock and materials in trade, includes costs and expenses You incur, with Our consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it
- (b) arising from pollution or contamination of property not insured under this Section
- (c) more specifically insured.

7. Deterioration of Drugs and Vaccines

We will indemnify You in respect of Damage, by deterioration or contamination, to drugs and vaccines belonging to You or for which You are responsible, while contained in any refrigeration unit due to

- (a) a change in temperature as a result of
 - i the breaking, distortion or burning out of any part of the
 - Unit
 - Unit wiring
 - Supply cable to the unit, including the plug and fuse caused by mechanical or electrical defects in the unit while it is being used under normal working conditions
 - ii failure of temperature controls to operate correctly
 - iii accidental failure of the public electricity supply but only if this is not deliberately caused by the supply authority
- (b) accidental leakage of refrigerant or refrigerant fumes from the unit.

We will not indemnify You in respect of

- 1. Damage caused by
 - (a) wear and tear, deterioration, or gradually developing flaws or defects in the unit
 - (b) failure to correctly set any temperature controls
- 2. the first £100 of each and every loss following the application of Average where Damage involves refrigerating units over 5 years old at the time of Damage.

The maximum that We will pay is £10,000 any one occurrence.

It is a Condition Precedent to Our liability that on the expiry of any guarantee period, You will arrange a maintenance contract on any refrigeration unit which does not have an airtight, sealed motor and compressor.

8. European Union & Public Authorities

Following Damage as insured under this Section, to any item on buildings, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (a) European Community Legislation
- (b) Act of Parliament
- (c) Bye-Laws of any Public Authority.

We will not indemnify You in respect of

1. costs incurred
 - (a) in respect of Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated period
 - (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage
2. any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement of the property

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms or conditions of this policy, Our liability under this Clause will be similarly reduced.

The maximum We will pay under this Clause in respect of any one item is the item Sum Insured.

9. Lamps, Signs and Nameplates

We will indemnify You in respect of Damage to The Practice

- (a) Lamps
- (b) Signs
- (c) Nameplates

at The Premises.

The maximum that We will pay in respect of any one item is £500.

We will not indemnify You in respect of Damage arising from

1. mechanical or electrical breakdown
2. wear and tear
3. corrosion or rot.

10. Limit of liability

The maximum We will pay under this Section will not exceed the Sums Insured in the Schedule.

11. Loss of Metered Water

We will pay for charges that You are responsible for, if water is accidentally discharged from a metered water system providing service to The Premises.

The maximum that We will pay is £10,000 any one occurrence.

12. Professional Fees

The Sum Insured for each building item includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured under this Section.

We will not indemnify you in respect of fees

- (a) more specifically insured
- (b) incurred in preparing a claim.

13. Temporary Removal

We will indemnify You in respect of Damage as insured under this Section to the Property Insured. While temporarily removed elsewhere or in transit anywhere in Europe and for up to 30 days in each Period of Insurance, anywhere in the world.

We will not indemnify you in respect of Damage caused

- (a) by theft or attempted theft from any unattended vehicle where
 - i all doors and windows have not been locked
 - ii the vehicles are not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight
- (b) to property in any soft topped, open topped or open sided vehicle by theft, attempted theft, malicious persons or storm.

14. Theft Damage to Buildings

We will indemnify You in respect of Damage to buildings at The Premises for which you are responsible caused by theft or attempted theft from The Premises. Our liability will not exceed the total Sum Insured under this Section.

15. Transfer of Interest

If at the time of Damage to a building insured under this Section, You have entered into a contract to sell Your interest in it, but

- (a) the contract has not yet been completed
- (b) the building has not yet been insured by or on behalf of the purchaser

and the purchase is subsequently completed, We will indemnify the purchaser to the extent that this Section insures that building.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

16. Underground Services

Where We provide indemnity in respect of Your buildings, or You are liable as tenant, We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

Which extend from the buildings to the public mains.

We will not indemnify You in respect of

1. the cost of maintenance
2. accidental damage caused by
 - (a) i gradual deterioration or wear and tear
 - ii corrosion, rust, rot or fungus
 - iii vermin or insects
 - iv atmospheric or climatic conditions
 - v normal settlement or shrinkage
- (b) faulty workmanship, defective design or the use of defective materials.

17. Capital Additions

We will indemnify You in respect of loss, destruction or damage to

1. newly built and/or newly acquired buildings and/or trade fixtures and fittings
2. alterations, additions and improvements to buildings and/or trade fixtures and fittings, but not in respect of any appreciation value

situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay in respect of any one location under this Clause is

- (a) 10% of the total Buildings and Trade Fixtures and Fittings Sum Insured by this Section
or
- (b) £500,000

whichever is the lower.

You must provide Us with details of these extensions as soon as possible, but at least within six months and specifically insure such extensions with Us, from the date Our exposure commenced.

18. Fire Brigade Damage to Gardens

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscape gardens and grounds following damage caused by Fire Brigade equipment or personnel in the course of combating fire.

The maximum We will pay in respect of any one occurrence is £1,000.

19. Trace and Access

We will pay reasonable costs and expenses incurred with Our consent

1. in locating the actual source of Damage and
2. any repairs directly arising from 1 caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

We will not indemnify You in respect of costs or expenses incurred where Damage results solely from a change in the water table level.

The maximum We will pay is £10,000 in any one Period of Insurance.

Endorsements and Conditions Precedent

This Section is subject to any Endorsement and Conditions Precedent stated in the Schedule as applying.

Computer Breakdown Section

Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Breakdown

The actual breaking distortion or electrical burn-out of any part of the Computer Equipment whilst in use at The Premises arising from defects in the item causing sudden stoppage of its function and requiring its repair or replacement.

Computer Equipment

All parts of the electronic data processing installation at The Premises including computer software programs all ancillary equipment and wiring but excluding Computer Equipment controlling any manufacturing process.

The definition also includes laptops and other portable Computer Equipment anywhere in the United Kingdom when the new replacement value of such equipment has been included in the Sum Insured.

Failure of Distribution Equipment

Total failure for a period of at least 30 consecutive minutes of the electrical supply to an item of Computer Equipment resulting from sudden and unforeseen loss of or material damage to the distribution equipment within The Premises.

Indemnity Period

The Period during which The Practice results are affected as a result of Breakdown of the Computer Equipment or Failure of Distribution Equipment starting from the date of Breakdown or Failure of Distribution Equipment and lasting no longer than the Maximum Indemnity Period.

Loss of Data

Erasure destruction distortion or corruption of computer system records used with the Computer Equipment whilst anywhere in the world resulting from an identifiable cause but excluding the loss of or loss of use of computer system records directly resulting from pre-existing faults in or unsuitability of computer system records and also excluding losses discovered later than twelve months after the loss was initiated.

Maximum Indemnity Period

12 months.

Cover

We will indemnify You in respect of

1. Breakdown of the Computer Equipment
 2. Increased Cost of Working following Breakdown or Failure of Distribution Equipment
- and the amount payable will be
- (a) the additional expenses You reasonably incur in order to continue The Practice during the Indemnity Period immediately following the occurrence less any savings in expenses as a result of the occurrence
 - (b) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.
3. Reinstatement of Data
- and the amount payable will be the cost of replacing computer systems records used with the Computer Equipment following Loss of Data.

Exclusions

We will not indemnify You in respect of

1. Breakdown of Computer Equipment which is not covered by a maintenance rental hire or lease agreement or manufacturers warranty providing free parts and free labour at inclusive cost
2. any loss recoverable under any guarantee or maintenance rental hire or lease agreement or contract
3. gradual deterioration or wear and tear
4. Computer Equipment more than 10 years old from the year of manufacture
5. prototype equipment
6. the first £250 of each and every claim after the application of Average.

Cover Extensions

1. Additional Rental Charge

We will indemnify You for any reasonable increase in existing Computer Equipment rental lease or hire charges payable for the 24 month period immediately following an insured Breakdown.

The maximum We will pay under this extension is £2,500.

2. Consulting Engineers' Fees and Claims Investigation Costs

We will indemnify You for reasonable costs incurred including consulting engineers' fees in investigating possible repairs (whether or not successful) and/or the reinstatement of an item of Computer Equipment following Breakdown.

The maximum We will pay under this extension is £5,000.

3. Incompatibility of Computer Records

If Breakdown results in the replacement of Computer Equipment with Computer Equipment which is incompatible with Your undamaged computer system records We will indemnify You against

- (a) costs of modification of the Computer Equipment
- (b) costs of replacing and/or reinstating computer system records reasonably incurred to achieve compatibility.

The maximum We will pay under this extension is £5,000.

4. Removal of Debris/Protection from Further Damage

We will indemnify You against the costs incurred in

- (a) removing debris and/or dismantling and/or demolishing any item of Computer Equipment following Breakdown
- (b) protecting any item of Computer Equipment whether damaged or not provided that this is necessitated by Breakdown.

The maximum We will pay under this extension is £5,000.

5. Temporary Repairs and Expediting Permanent Repairs

We will indemnify You against reasonable costs incurred in making a temporary repair or in expediting a permanent repair to an item of Computer Equipment following Breakdown.

The maximum We will pay under this extension is £5,000.

Clauses

Automatic Reinstatement of Sum Insured

The Sums Insured and limits stated in the Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured and limits.

Average

If at the time of replacement or repair 85% of the cost which would have been required to replace all Computer Equipment is greater than the Sum Insured at the time of the loss You will be liable to pay a proportionate share of the loss.

Basics of Claims Settlement – Reinstatement

If Computer Equipment is destroyed beyond economic repair we will pay for its replacement by Computer Equipment of equal performance and/or capacity or if this is not possible by Computer Equipment with the nearest higher performance and/or capacity.

If an economic repair is possible we will pay for the repair of the Computer Equipment to its condition when new.

If Computer Equipment is destroyed or damaged in part only We will not pay more than We would have done if the Computer Equipment had been completely destroyed.

Limit of Indemnity

The maximum We will pay under this Section will not exceed the sums insured and limits in the Schedule plus any extra amounts for which We are liable under the Extensions.

Special Condition

Precautions

You shall at all times take precautions to retain in efficient working condition and available for immediate use any standby or spare machinery or any other loss minimising factors in existence when this insurance was first effected.

Endorsements and Conditions Precedent

This Section is subject to any Endorsement and Conditions Precedent stated in the Schedule as applying.

Conditions Precedent

The following Conditions Precedent apply.

1. Back-up Records

It is a Condition Precedent to Our liability that You shall back-up computer system records (other than software programs) at least once every 24 hours and store such back-ups in a safe and secure environment.

2. Storage Verification and Security

It is a Condition Precedent to Our liability that You shall observe the manufacturers' and/or suppliers' recommendations for storage verification and security of computer system records.

Money and Assault Section

Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Bodily Injury

Bodily Injury by violent and visible means which, directly and independently of any other cause, results in death or disablement.

Business Hours

Your normal working hours and any other period during which You or any Employee, entrusted with Money is on The Premises in connection with The Practice.

Insured Person

You or Your directors, principals or Employees aged between 16 and 65.

Loss of Limb

1. Severance at or above the wrist or ankle
or
2. Total and permanent loss of use of a hand, arm, foot or leg.

Cover

Money

We will indemnify You in respect of

1. loss of Money, which
 - (a) belongs to You
or
 - (b) You are responsible for
In connection with The Practice up to the Limit Any One Loss set against each item in the Specification below
2. loss or damage to
 - (a) any case, bag, or waistcoat used for carrying Money following theft or attempted theft
 - (b) clothing and personal effects belonging to You, Your principals or any Employee up to a limit of £500 per person following theft or attempted theft away from The Premises.

Specification

Item 1

	Limit Any One Loss
Stamped National Insurance Cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers' drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices	£250,000

Item 2 - Money other than described in Item 1

	Limit Any One Loss
(a) in transit or in a bank night safe until removed by a bank official	As stated in the Any other loss of Money Limit in the Schedule
(b) on contract sites while You or any Employee is working there	As stated in the Any other loss of Money Limit in the Schedule
(c) at Your home or the home of any Employee or principal	£500

Item 3 - Money other than described in Item 1 on The Premises

	Limit Any One Loss
(a) during Business Hours	As stated in the Any other loss of Money Limit in the Schedule
(b) contained in a locked safe outside Business Hours	As stated in the Any other loss of Money Limit in the Schedule
(c) not contained in a locked safe outside Business Hours	£500
(d) in vending or gaming machines on The Premises	£500

Exclusions

We will not indemnify You in respect of

1. shortages due to clerical or accounting errors
2. loss due to the dishonesty of Your principals or any Employee
 - (a) not discovered within 7 working days of the loss
 - (b) where a more specific insurance is in force, except for any amount in excess of that insurance

3. loss of Money from unattended vehicles
4. loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Cover

Assault

We will pay compensation to You for Bodily Injury to an Insured Person caused by theft or attempted theft, which happens in the course of The Practice and results in any of the following contingencies

1. death - occurring within 24 months of Bodily Injury
2. total and permanent loss of sight in one or both eyes - occurring within 24 months of Bodily Injury
3. loss of one or more limbs - occurring within 24 months of Bodily Injury
4. any other total and permanent disablement which, after 24 months of the occurrence, prevents the Insured Person from pursuing any occupation
5. total disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing their normal occupation
6. partial disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing a substantial part of their normal occupation.

Clauses

1. Amounts Payable

- (a) We will pay
 - i weekly compensation at 4 weekly intervals
 - ii compensation under contingencies 5 and 6 for a maximum of 2 years from the date that the disablement started
- (b) weekly benefit being paid for the same injury will end if We pay compensation under any of contingencies 1-4
- (c) insurance will end for the Insured Person if We pay compensation under any of contingencies 1-4
- (d) We will pay the following compensation

Contingency Number	Compensation
1	£10,000
2	£10,000
3	£10,000
4	£10,000
5	£100 per week
6	£50 per week

2. Medical Evidence

- (a) We may require
 - i an Insured Person to undergo medical examination
 - or
 - ii a post mortem to be carried out at Our expense.
- (b) You, or Your legal representative will supply to Us, at Your expense, any
 - i certificate
 - ii information
 - iii evidencein the format We require.

3. Medical Expenses

When We pay compensation under contingencies 5 or 6, We will pay up to 15% of this amount in respect of medical expenses incurred.

Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

Conditions Precedent

The following Conditions Precedent apply.

1. Records and Key Security

It is a Condition Precedent to Our liability that

- (a) You shall keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (b) outside Business Hours the safe or strong room will be kept locked and the keys removed from The Premises unless The Premises are occupied by You or any authorised Employee in which case the keys will be kept in a secure place away from any safe or strong room.

2. Money in Transit

It is a Condition Precedent to Our liability for Money (other than stamped National Insurance Cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed banker's drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices) in transit that

- (a) it be accompanied by the following number of persons
 - over £2,501 up to £5,000 at least 2 persons
 - over £5,000 up to £8,000 at least 3 persons
 - over £8,000 at least 4 persons
- (b) private transport is used for amounts greater than £2,501 where the distance exceeds half a mile.

Our liability will not exceed the limits stated in the Schedule.

Employee Dishonesty Section

Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

The Controls

1. All cheques You issue with a value exceeding £5,000 will either be signed by two authorised signatories or by one authorised signatory who has more than a 5% interest or share in the Policyholder. All cheque signatories will verify the invoices and any other vouchers against the cheque.
2. All Money received will be paid into Your bank in full within 3 days of receipt.
3. Where credit is allowed statements of account will be issued direct to customers independently of Employees who receive or collect Money. If it is not possible to achieve the required independence all amounts more than one month overdue including amounts in suppressed and suspense accounts will be investigated independently or by a person who controls more than a 5% interest or share in the Policyholder.
4. At least monthly and independently of the Employees responsible, Your records of Money received and expended will be reconciled with bank statements, stamped paying-in slips, receipt counterfoils, vouchers, cash in hand and unpresented cheques to produce a balance. If it is not possible to achieve the required independence the reconciliation will be checked by an independent person or a person who controls more than a 5% interest or share in the Policyholder.
5. Petty cash will be subject to a full reconciliation and balance including a check of the receipts and vouchers at least monthly and independently of the Employees responsible.

Discovery Period

The period of 12 months commencing on the date the act or acts of fraud or dishonesty are committed.

Employee Dishonesty Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim.

Improper Gain

The improper financial benefit to the Employee or any other person or organisation which does not form part of You but was intended by that Employee to receive such benefit.

Improper Gain does not include the payment of or increase in salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits.

Limit of Indemnity

Our maximum liability for One Claim will not exceed the limit stated in the Schedule (but see Clause 1 - Our Liability).

One Claim

All acts of fraud or dishonesty committed by any one Employee or Employees acting in collusion during the continuance of this Section.

References

Written or fully documented verbal references obtained directly from (1) to (5) below for the period of 2 years immediately preceding the commencement of employment of the Employee with You

1. previous employers in respect of any period(s) of employment confirming the dates and honesty of the Employee
2. the accountant and one other customer in respect of any period(s) of self employment confirming the dates and honesty of the Employee
3. the school, college etc in respect of any period(s) of full-time education confirming the dates and not indicating dishonesty by the Employee
4. the Job Centre in respect of any period(s) of unemployment of the Employee
5. where the Employee has been discharged from HM Forces You should take a copy of the original discharge papers as evidence of the dates of service

The maximum gap between two consecutive references without a further reference for the gap should be 28 days. If You cannot obtain a reference for any period You must obtain evidence of what the Employee was doing which must not indicate dishonesty (e.g. for overseas travel the evidence might be a copy of the passport).

Cover

We will indemnify You against direct loss of Money or other property owned by You which occurs during the continuance of this Section arising solely and directly as a result of any acts of fraud or dishonesty by any of Your Employees

1. committed during the continuance of this Section with the clear intention of making and which result in Improper Gain
and
2. discovered and notified to us during the Discovery Period

Auditors Fees

We will also indemnify You up to a maximum of £2,500 against the cost of any professional audit necessarily incurred with Our written agreement solely to formulate the amount of loss. This cost is payable in addition to the Limit of Indemnity

Exceptions

We will not indemnify You in respect of

1. loss caused by or involving any Employee
 - (a) who You do not have the right to supervise and direct
 - (b) who at the time of committing any act of fraud or dishonesty controls more than a 5% interest or share in the Policyholder
 - (c) subsequent to discovery by You of actual or suspected dishonesty by the Employee
 - (d) whose normal place of employment is outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
 - (e) whom You are unable to identify by name.
2. the Employee Dishonesty Excess
3. any loss the proof of which is dependent upon an inventory calculation or a profit and loss calculation alone
4. loss of a consequential nature including but not limited to loss of potential income interest and dividends
5. penalties and fines
6. loss covered by the Money and Assault Section of this Policy except for any amount in excess of that Section.

Clauses

1. Our Liability

Our liability shall not exceed the Limit of Indemnity plus the amount We have agreed to for auditors fees up to the maximum amount.

If You are unable to produce References for every Employee involved or implicated in a claim the maximum We will pay in respect of any One Claim will be £2,500 and We will not indemnify You against auditors fees.

If You have not operated and complied with The Controls the maximum We will pay in respect of any One Claim will be £2,500 and We will not indemnify You against auditors fees.

2. Non-Accumulation of Liability

If a claim results from acts of fraud or dishonesty committed in more than one Period of Insurance Our liability does not accumulate. All such acts will form part of One Claim and the most We will pay for all acts no matter in what Period of Insurance they were committed will be as stated above in Our Liability.

3. References

You should retain References for all Employees as You will need to produce them for each Employee involved or implicated in a claim who was engaged on or after the commencement date of this Section.

4. Employees' Property

Any Money salary, bond, deposit and other property in Your possession belonging to or owing to or in respect of an Employee who is the subject of a claim must be deducted from the amount of Your claim.

5. Recoveries

If any amounts are recovered they will be distributed first to cover the costs of recovery then to You for the amount of Your loss in excess of the Limit of Indemnity then to Us for the amount paid under the claim and then to You for the Employee Dishonesty Excess

Endorsements and Conditions Precedent

The Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

Revenue Protection

Business Interruption Section

Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Notes

1. All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
2. Any adjustment made for current cost accounting will be ignored.

Item on Income and Increased Surgery Expenses

Damage

As described in the Property Damage Section.

Income

The gross fees and other income received or receivable by You in the course of The Practice at The Premises

Indemnity Period

The period during which The Practice results are affected due to the Damage, starting from the date of the Damage and lasting no longer than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in the Schedule.

Item on Book Debts

Patients' and other Clients' Accounts

Your accounts for all patients and other clients who trade with You on a credit or hire purchase basis.

Damage

Accidental loss, destruction or damage.

Book Debts

The total last recorded by You under the provisions of Condition Precedent 2 Debit Recording adjusted for

1. bad debts
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Patients' and other Clients' Accounts in the period between the date to which the last statement relates and the date of the Damage, and
3. any abnormal condition of trade which had or could have had a material effect on The Practice.

The figures adjusted will represent as near as possible, the figures which would have been obtained at the date of the Damage had the Damage not occurred.

Cover

Your Schedule will state which Option applies.

We will indemnify You in respect of Cover as specified in the Schedule resulting from Damage to property used by You at The Premises for the purpose of The Practice to the extent of Cover under the Property Damage Section and where liability is admitted under a policy of insurance covering Your interest in such property.

Option A – Loss of Income

The amount payable will be

1. the amount by which the Income falls short of the Income which would have been received during the Indemnity Period due to the Damage
2. any additional expense You incur to prevent or limit the reduction in Income during the Indemnity Period due to the Damage.

We will not pay more than We would pay under 1 above.

3. auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

less any savings during the Indemnity Period in respect of business charges or expenses payable out of Income which reduce or stop due to the Damage.

The total amount payable in respect of any one claim shall not exceed the Sum Insured stated in the Schedule at the time of the Damage.

If at the time of the Damage, the Loss of Income Sum Insured is less than the annual income (proportionally increased where the Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

Option B – Increased Surgery Expenses

The amount payable will be

1. the extra costs of
 - (a) rent, rates and taxes for
 - (b) any premium or compensation necessary to obtain the use of
 - (c) removal to and from temporary premises
2. the extra cost of clerical assistance

and all such additional expenses You reasonably incur due to the Damage in order to continue The Practice during the Indemnity Period

3. auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

less any savings in expenses made due to the Damage.

The total amount payable in respect of any one claim shall not exceed the limit stated in the Schedule at the time of the Damage.

If at the time of the Damage, the Loss of Income Sum Insured is less than the annual income (proportionally increased where the Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

Book Debts

We will indemnify You in respect of loss sustained by You for Book Debts directly due to Damage at The Premises to Your books of account, other business books or records.

The amount payable in respect of any one occurrence of Damage will not exceed

1. the difference between
 - (a) the Book Debts
 - and
 - (b) the total of the amounts received or traced
2. the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage
3. if We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as *prima facie* evidence of the details.

We will pay Your professional accountants charges for

- (a) producing information We require for investigating any claim
- and
- (b) confirming the information in accordance with Your business books.

The maximum We will pay for any claim, including professional accountants fees, is the limit stated in the Schedule.

We will not indemnify You in respect of

1. loss due to records being mislaid or misfiled
2. loss arising from deliberate falsification of records
3. failure to collect debts which have been traced and established.

Clauses

We will also indemnify You in respect of loss as insured under this Section resulting from

1. Boilers

Damage to boilers or other equipment in which internal pressure is due to steam only on The Premises.

2. Disease, Infestation and Defective Sanitation

The occurrence of

- (a) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from The Premises
- (b) Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaire's Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever sustained by any person at The Premises
- (c) Vermin or pests at The Premises
- (d) An accident which causes defects in the drains or other sanitary arrangements at The Premises where use of The Premises is restricted on the order or advice of the competent authority
- (e) murder or suicide at The Premises.

The maximum We will pay under this clause is £25,000 or the Business Interruption Sum Insured or limit shown in the schedule, whichever is the lower, in respect of the total of all losses occurring during the Period of Insurance.

We will not indemnify You in respect of

- (a) costs incurred in cleaning, repair, replacement, recall or checking of property,
- (b) loss arising from premises other than those directly subject to the occurrence.

3. Documents in Transit

Damage to

- (a) computer system records
- (b) books, deeds, manuscripts
- (c) plans, drawings or documents

belonging to You or held by You in trust and for which You are responsible, while temporarily at premises which You do not occupy or in transit by road, rail or inland waterway in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

4. Government or Local Authority Action

Prevention of access to The Premises due to the actions or advice of a government or local authority due to an emergency which is likely to endanger life or property.

We will not indemnify You in respect of

- (a) any incident lasting less than 12 hours
- (b) any period other than the actual period when the access to The Premises was prevented
- (c) a Notifiable Human Infectious or Contagious Disease as defined in the current relevant legislation occurring at The Premises.

The maximum We will pay under this clause is £25,000, or the Business Interruption Sum Insured or limit shown in the Schedule, whichever is the lower, in respect of the total of all losses occurring during the Period of Insurance.

5. Prevention of Access

Damage to property in the vicinity of The Premises by any cause included under the Property Damage Section which hinders or prevents access to The Premises.

6. Failure of Utilities

Accidental failure of public supplies of electricity or gas or water at the terminal ends of the public supply undertaking's feed to The Premises

We will not indemnify You in respect of

- (a) accidental failure which lasts less than 30 minutes
- (b) the deliberate act of any supply authority
- (c) the exercise of any supply authority power to withdraw or restrict supply
- (d) industrial action
- (e) drought.

7. Suppliers

Damage to any of Your suppliers' premises within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man by any cause included under the Property Damage Section.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

The maximum We will pay under this clause will not exceed the lower of £25,000, or the Business Interruption Sum Insured or limit shown in the Schedule, in respect of any one occurrence.

8. Telecommunications

Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of accidental failure

- (a) caused by the deliberate act of any supply authority
- (b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (c) caused by industrial action
- (d) drought or other weather conditions unless equipment has been damaged
- (e) lasting less than 24 consecutive hours.

The maximum We will pay will be

- (a) £100 for each day in respect of any one failure
- (b) £2,500 in respect of all failures in any one Period of Insurance.

9. Loss of Attraction

Damage to property in the vicinity of The Premises by any cause insured under the Property Damage Section which directly causes a loss of custom to The Practice.

10. National Lottery

We will indemnify You in respect of any additional expense You incur to prevent or limit the reduction in Income during the Indemnity Period due to an Employee or group of Employees resigning from his/her or their post(s) within Your Practice as a direct consequence of their securing a jackpot win in the National Lottery prize draw including but not limited to:

- recruitment and additional overtime costs,
- the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify You unless

- (a) the individual or all individuals resign within 14 days of the successful prize draw date

and

- (b) the amount won by any one Employee is not less than £100,000.

For the purposes of this Clause

- (a) Indemnity Period shall mean the period during which The Practice results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within Your Practice as a direct consequence of their securing a jackpot win in the National Lottery prize draw, starting from the date of the first departure.

- (b) Maximum Indemnity period shall mean one month.

The maximum We will pay under this Clause is £50,000 in any one Period of Insurance.

For the purposes of this extension only, Lottery means:

UK National Lottery Prize Draws including Scratchcards.

UK National Football Pools (Littlewoods and Vernons).

Euro Millions Lottery, Irish National Lottery, UK Premium Bond Prize Draws

Endorsements and Conditions Precedent

The Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

Endorsement

The following Endorsement applies.

Alteration

We will not indemnify You in respect of this Section if

1. The Practice is
 - (a) wound up or carried on by a liquidator or receiver
 - (b) permanently discontinued
2. Your interest ceases otherwise than by Your death.

However, We will indemnify You if We issue written agreement stating otherwise.

Conditions Precedent

The following Conditions Precedent apply

1. Claims Procedure

It is a Condition Precedent to Our liability that You will

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Practice or to avoid or diminish the loss
- (b) at Your expense, provide Us with
 - i a written claim
 - and
 - ii details of other insurances covering the Damage or loss resulting from it
 - within 30 days after the expiry of the Indemnity Period or such further time that We may allow
 - iii books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

2. Debit Recording

It is a Condition Precedent to Our liability that at the end of each quarter You must record the total amount outstanding in Your Patients' and other Clients' Accounts. You must keep this information in a different building to that containing Your accounting and other business records.

This information may be maintained by Your accountant.

Asset and Revenue Protection

Terrorism Section

Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Act of Terrorism

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 HM Government in the United Kingdom or any other government de jure or de facto.

Computer System

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

Hacking

Unauthorised access to any Computer System, whether Your property or not.

Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property
- (3) Business Interruption
- (4) Book Debts

insured under this policy.

Individual

Any person other than

- (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
- (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
 - (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
 - (b) located in premises owned by any such person, and the commercially occupied proportion of the property does not exceed 20%
- (4) an individual insuring property that is of sole commercial use
- (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State (or any successor relevant authority) from time to time by statutory instrument, being an installation designed or adapted for

- (1) the production or use of atomic energy;
- (2) 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

- (3) 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

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.

Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

Property

For the purposes of this Section only, all property whatsoever, but excluding:

- (1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
 - (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
 - (b) not insured in the name of an Individual
- (2) 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.

Territory

England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).

Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data 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 and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Cover

We will indemnify You in respect of a Covered Loss during the Period of Insurance subject to the provisions set out below.

The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.

In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.

This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

- (1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address.
We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no
 - (a) claim(s) made under this Section for which We have made a payment or which are still under consideration
 - (b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us during the current Period of Insurance.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies
- (3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
 - (a) such property and/or premises and
 - (b) such Business Interruption and Book Debts

unless We agree otherwise in writing.

Exceptions

We will not indemnify You in respect of any losses whatsoever

- (1) occasioned by 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
- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - (a) damage to or the destruction of any Computer System; or
 - (b) any alteration, modification, distortion, erasure or corruption of Data;

in each case 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

Proviso to Exception (3)

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
 - (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
 - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
 - (ii) impact of aircraft or any aerial devices or articles dropped from them,
 - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
 - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
 - (b) comprises:
 - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
 - (ii) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction

of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or

- (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and
 - (c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
 - (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and
 - (b) any Data.
 - (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1)(b) above from being recoverable under this Section.

In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

Legal Liabilities

Employers' Liability Section

Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

1. fees for Your legal representation

2. costs and expenses

incurred with Our written consent

3. any claimant's legal costs for which You are legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

Limit of Indemnity

The maximum amount, stated in the Schedule, including Costs and Expenses, which We will pay in respect of any or all claims arising out of one cause.

Territorial Limits

1. Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
2. elsewhere where any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is engaged in The Practice.

Cover

We will indemnify You in respect of

1. Your legal liability to pay Compensation to any Employee and
2. Costs and Expenses

as a result of Bodily Injury caused in the course of The Practice, during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity.

Clauses

1. Additional Activities

The Practice includes

- (a) ownership, use and upkeep of The Premises, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any Employee, with Your prior consent, for You or any director or Employee.

2. Cross Liabilities

We will indemnify each party

- (a) named as the Policyholder in the Schedule
 - (b) entitled to indemnity under this Section
- as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

3. Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
 - (b) at Your request
 - i any director, partner or proprietor or Employee of Yours
 - ii the officers, committees and members of Your
 - canteen, social, sports, educational and welfare organisations
 - first aid, fire, security and ambulance services
 - iii any principal for whom You are carrying out a contract to the extent required by the contract conditions
- or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

4. Injury to Working Partners

We will treat, as an Employee, any working partner or proprietor of The Practice who suffers Bodily Injury

- (a) in the course of The Practice during the Period of Insurance and within the Territorial Limits
and
- (b) caused by the negligence of another working partner, proprietor, or Employee.

5. Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner, proprietor or Employee arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Practice
2. in respect of
 - (a) fines or penalties
 - (b) proceedings resulting from any deliberate act or omission by any party claiming to be indemnified
 - (c) proceedings relating to the health and safety of any person other than an Employee
3. where indemnity is provided by another insurance policy.

6. Our Right of Recovery

The indemnity is in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

7. Payment for Court Attendance

We will compensate You if, at Our request, any director, partner or Employee is attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay is

- | | |
|----------------------------------|---------------|
| (a) for each director or partner | £250 per day |
| (b) for each Employee | £150 per day. |

8. Unsatisfied Court Judgements

We will, at Your request, indemnify any Employee or his or her personal representatives in respect of

- (a) damages
- (b) costs

unpaid 6 months after the date a judgement for Bodily Injury to the Employee was obtained against another party resident in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.

This indemnity will only apply where

- (a) the Bodily Injury was caused
 - i in the course of The Practice
 - and
 - ii during the Period of Insurance
- (b) the judgement was made in a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (c) there is no appeal outstanding.

The judgement will be assigned to Us if We make a payment under this Clause.

9 Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

1. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
2. costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with The Practice.
2. in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to any person other than an Employee.
3. in respect of any
 - (a) fines
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
4. where indemnity is provided by another insurance policy.

Exclusion

We will not indemnify any person entitled to indemnity in respect of legal liability as a result of work in or on and travel to, from or within any offshore

- (a) accommodation, exploration, drilling or production rig or platform
- (b) support vessel.

Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

Public and Products Liability Section

Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

1. fees for Your legal representation

2. costs and expenses

incurred with Our written consent

3. any claimant's legal costs for which You are legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical

1. loss

2. destruction

3. damage.

Limit of Indemnity

The maximum amount, stated in the Schedule, which We will pay in respect of any or all claims arising out of one cause.

In respect of Products Supplied or pollution or contamination, the Limit of Indemnity will apply to the total of all claims occurring in any one Period of Insurance.

Personal Injury

1. Bodily Injury

2. wrongful

(a) arrest, detention or imprisonment

(b) eviction

(c) accusation of shoplifting.

Products Supplied

Anything which is

1. manufactured, sold, supplied, processed or treated

2. repaired, serviced or tested

3. installed, constructed, erected or transported

by You or on Your behalf and which is no longer owned by You or in Your custody or control or that of any Employee.

Property

Material property.

Territorial Limits

1. Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

2. elsewhere where You or any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands are engaged in the Practice.

3. anywhere in the world in connection with Products Supplied at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Cover

We will indemnify You in respect of

1. Your legal liability for Compensation
2. Costs and Expenses

as a result of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

occurring in the course of The Practice during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

1. the United States of America or any territory within its jurisdiction
or
2. Canada

the maximum We will pay, inclusive of Costs and Expenses, is the Limit of Indemnity.

Clauses

1. Additional Activities

The Practice includes

- (a) ownership, use and upkeep of Your Premises, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee.

2. Cross Liabilities

We will indemnify each party

- (a) named as the Policyholder in the Schedule
- (b) entitled to indemnity under this Section

as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

3. Defective Premises

We will indemnify You in respect of liability arising under

- (a) the Defective Premises Act 1972
 - (b) the Defective Premises (Northern Ireland) Order 1975
- in connection with any Premises which You previously owned or occupied for the purposes of The Practice.

We will not indemnify You in respect of the cost of rectifying any defect or alleged defect in such Premises.

4. Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
 - (b) at Your request
 - i any director, partners or proprietor or Employee of Yours
 - ii the officers, committees and members of Your
 - canteen, social, sports, educational and welfare organisations
 - first aid, fire, security and ambulance services
 - iii any principal for whom You are carrying out a contract to the extent required by the contract conditions
- or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

5 Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner, proprietor or Employee

arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

- 1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Practice
- 2. in respect of
 - (a) proceedings as a result of any deliberate act or omission by the party claiming to be indemnified
 - (b) proceedings relating to the health and safety of any Employee
- 3. if indemnity is provided by another insurance policy.

6 Liability for Hired or Rented Premises

We will indemnify You in respect of Your legal liability as a result of accidental Damage to premises (including fixtures and fittings) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which You hire, rent and occupy in connection with The Practice.

We will not indemnify You in respect of

- (a) the first £250 of any claim caused other than by fire or explosion
- (b) liability imposed on You solely by reason of the terms of the hiring or renting agreement
- (c) legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

7. Motor Contingent Liability

We will indemnify You in respect of Your legal liability as a result of accidental

- (a) Bodily Injury
and/or
- (b) Damage to property
arising out of the use
 - i in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
and
 - ii in connection with The Practice

of any motor vehicle not belonging to or provided by You.

We will not indemnify You

- 1. in respect of Damage to the vehicle or goods carried in or on the vehicle
- 2. while the vehicle is being driven by
 - (a) You
 - (b) a person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- 3. if indemnity is provided by another insurance.

8. Overseas Personal Liability

We will indemnify

- (a) You
 - (b) any director, partner or Employee
- while temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with The Practice in respect of legal liability as a result of accidental
- i Bodily Injury
and/or
 - ii Damage to Property
- incurred in a personal capacity.

We will also indemnify any accompanying spouse or children.

Where the Policyholder is an individual the indemnity will also apply within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

1. where liability arises from
 - (a) any agreement unless liability would have existed otherwise
 - (b) ownership or occupation of land or buildings
 - (c) the carrying on of any trade or profession
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
2. if indemnity is provided by another insurance policy.

9. Payment for Court Attendance

We will compensate You if, at Our request, any director, partner or Employee is attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay is

- | | |
|----------------------------------|---------------|
| (a) for each director or partner | £250 per day |
| (b) for each Employee | £150 per day. |

10. Personal Belongings

We will indemnify You in respect of Your legal liability as a result of accidental Damage to vehicles or personal belongings which You do not own but which are in Your custody or control.

We will not indemnify You where this Property is

1. stored for a fee or other consideration
2. in Your custody or control for the purposes of being worked on.

11. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with The Practice.
2. in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to any Employee.
3. in respect of any
 - (a) fines
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
4. where indemnity is provided by another insurance policy.

12. Data Protection

We will indemnify The Insured in respect of

1. legal fees and defence costs
2. legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

1. (a) Personal Injury other than as provided by this clause
(b) Damage to Property
(c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
(d) libel, slander or defamation.
2. consequential losses.
3. liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You or any Employee.
4. liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.

5. liability under any penalty clause or any fine or statutory payment.
6. legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
7. proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

Exclusions

1. We will not indemnify any person entitled to indemnity in respect of legal liability as a result of
 - (a) Personal Injury to an Employee, partner or proprietor.
 - (b) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any
 - i aircraft, aerial device or hovercraft
 - ii watercraft exceeding 8 metres in length
 - iii motor vehicle or trailer
 - in circumstances to which road traffic legislation applies
 - or
 - where a more specific insurance is in force.
 - (c) Damage to Property
 - i which You own or is loaned, leased, hired or rented to You
 - ii which is held in trust or in the custody or control of
 - You
 - any Employee
 - any other party who is carrying out work on Your behalf

other than in the circumstances described in Clauses 6 or 10.
 - (d) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract.)
 - (e) Bodily Injury or Damage to Property arising from professional neglect, errors, omissions in treatment, medication, advice, certification or other services by You, any Employee, or any party who is carrying out work on Your behalf.
 - (f)
 - i pollution or contamination of buildings or other structures or of water or land or the atmosphere

and
 - ii Bodily Injury or Damage to Property directly or indirectly caused by such pollution or contamination

other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.

All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

- (g) work in or on and travel to, from or within

or

Products Supplied to

any offshore

 - i accommodation, exploration, drilling or production rig or platform
 - ii support vessel.
- (h) Bodily Injury or Damage to property arising from Products Supplied other than
 - i the sale or supply of food and drink intended for consumption on Your Premises
 - ii the sale or supply of proprietary goods that have not been manufactured or altered by You and which are sold or supplied unopened in the containers provided by the manufacturers
 - iii the disposal of furniture and office equipment previously used in the course of The Practice
2. We will not indemnify any person entitled to indemnity in respect of
 - (a) recalling or making refunds in respect of Products Supplied
 - (b)
 - i liquidated damages
 - ii penalty clauses
 - iii fines
 - iv aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
 - (c) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied

3. We will not provide indemnity in respect of
- (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or the inhalation of
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of
- Asbestos including any product containing Asbestos.

Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

Commercial Legal Protection Section

As soon as You are aware of an incident, You should get legal advice from the legal helpline on 0845 300 1899 without delay. Please have Your Policy number to hand.

If You think that You might need to claim, contact the helpline on 0845 300 1899 and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing.

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed by us to act on behalf of an Insured Person.

Aspect Enquiry

An examination by H M Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

Attendance Expenses

1. The salary or wages of the Insured Person for the time they are off work
 - (a) to attend any arbitration, court or tribunal hearing at Our request
 - (b) as a defendant or while attending jury service.
2. We will pay for each half or whole day that the
 - (a) court
 - (b) tribunal
 - (c) employer of the Insured Personwill not pay for.
3. The amount We will pay is based on the following
 - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.
 - (b) if the Insured Person
 - i works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.
 - ii works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

Costs and Expenses

1. All reasonable and necessary legal or accountancy costs charged by the Appointed Representative and agreed by us.
2. Legal costs which an Insured Person has been ordered to pay by a court or other body which we have agreed to authorise.

Date of Occurrence

1. In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C – Tax.)
2. In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question.
3. Full Enquiries, Aspect Enquiries or Intervention Enquiries, when H.M. Revenue and Customs first notifies in writing the intention to make enquiries.
4. Employers Compliance and Value Added Tax disputes, when H.M. Revenue and Customs sends an assessment or written decision to You.
5. Licence or Registration Appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

Full Enquiry

An extensive examination by H.M. Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

Insured Person

1. You
2. any director of Yours, or partner, or proprietor of The Practice
3. any employee of Yours under a contract of employment with You
4. any other person agreed with Us.

Intervention Enquiry

An examination by H.M. Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight area where errors have or may occur.

Legal Proceedings

Legal proceedings for

1. the pursuit or defence of a claim for damages
2. the defence of a criminal prosecution
3. appeal proceedings
4. specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

Limit of Indemnity

The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with The Practice stated in the Schedule.

Prospects of Success

In respect of all civil cases, it is always more likely than not that an Insured Person will

1. recover damages or obtain any other legal remedy which We have agreed to
2. make a successful defence
3. make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by Us or an Appointed Representative on Our behalf.

Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2E) and 3B 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 (West of the Bosphorus.)

For all other Contingencies

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Cover

We will indemnify You or an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in the Schedule provided that

1. the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
2. any Legal Proceedings take place within the Territorial Limits
3. Prospects of Success exist for the duration of the claim
4. in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
5. the maximum We will pay is the Limit of Indemnity
6. You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

Contingencies

1A Employment Disputes

We will defend You

1. prior to the issue of Legal Proceedings following the dismissal of an Insured Person
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
3. in Legal Proceedings in respect of any dispute with
 - (a) an Insured Person
 - (b) a former Insured Person
 - (c) a trade union acting on behalf of an Insured Person or a former Insured Person

which arises out of, or relates to, a contract of employment with You

4. in Legal Proceedings in respect of any dispute with
 - (a) an Insured Person
 - (b) a former Insured Person
 - (c) a prospective Insured Person
- arising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

1B Compensation Awards

We will pay

1. any basic and compensatory award
and/or
2. an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 1A – Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

1. non payment of money due under the relevant contract of employment or related statutory provision
2. any compensation award related to
 - (a) trade union activities, trade union membership or non-membership
 - (b) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - (c) statutory rights in relation to trustees of occupational pension schemes
 - (d) statutory rights in relation to Sunday shop and betting work
3. any award ordered as a result of a breach of National Minimum Wage laws
4. any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order.

Conditions to Contingency 1B

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

1. Performance and/or Conduct

In cases relating to performance and/or conduct of an Insured Person, or former Insured Person You must, throughout the dispute, have either

- (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service
or

- (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
or
- (c) sought and followed the advice from Our 24 hour legal helpline (0845 300 2988.)

2. Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under discrimination legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

3. Redundancy

In respect of any compensation award for

- (a) redundancy
- (b) alleged redundancy
- (c) unfair selection for redundancy.

You must have sought and followed the advice of Our 24 hour legal helpline (0845 300 2988) prior to serving notice of dismissal.

1C Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

2 Legal Defence

2A Criminal Prosecution

We will defend an Insured Person

1. prior to the issue of legal proceedings when dealing with the
 - (a) Police
 - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged the Insured Person has or may have committed a criminal offence
2. following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of roadtraffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

2B Data Protection

We will

1. (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation
- (b) also pay any compensation award made against the Insured Person

under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing,

provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.

2. represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

2D Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person (other than You) if

1. an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination
2. civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your Employees.

2E Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your Practice.

2F Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service.

Provided that

1. in respect of proceedings under the Health and Safety at Work etc Act 1974, the Territorial Limits shall be any place where the Act applies
2. at the time of the insured incident, You are registered with the Information Commissioner in respect of Contingency 2B (1.)

2G Disciplinary Hearings

We will represent an Insured Person at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

3A Property Protection

We will represent You in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following

1. any event which causes or could cause physical damage or loss to such material property
2. any nuisance or trespass including the eviction of squatters or any person occupying premises owned by you for which you are responsible.

We will not indemnify You in respect of any claim relating to

1. a contract entered into by You
2. tenancy disputes
3. goods
 - (a) in transit
 - (b) lent or hired out
 - (c) at premises You do not occupy unless for
 - i installation
 - or
 - ii use in work to be carried out by You
4. mining subsidence
5. a motor vehicle whilst being driven by an Insured Person

3B Personal Injury

We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury to them.

We will not provide indemnity in respect of any claim relating to

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
2. defending the legal rights of an Insured Person or their family members other than defending a counter claim
3. a motor vehicle whilst being driven by an Insured Person or a family member.

4A Tax Protection

We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by H.M. Revenue and Customs.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.

4B Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

1. Pay as You Earn
or
2. Social Security Regulations

following a review by H.M. Revenue and Customs.

4C VAT Disputes

We will represent You in any appeal proceedings following an assessment by H.M. Revenue and Customs in respect of Value Added Tax due.

Condition to Contingencies 4A, 4B and 4C

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim.

Reasonable Care

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

1. in respect of any claim caused by Your failure to register for Value Added Tax
2. in respect of any claim arising from any investigations or enquiries undertaken by H.M. Revenue and Customs Special Investigation Section or Special Compliance Office
3. in respect of any claim arising from any investigations or enquiry by H.M. Revenue and Customs into alleged dishonesty or alleged criminal offences
4. in respect of any claim arising from a tax avoidance scheme
5. for the first 10% of Costs and Expenses for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim.

5 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

1. sale
 2. provision
 3. purchase
 4. hire
- of goods or services provided that
- (a) the amount in dispute exceeds £250
 - (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
 - (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

1. any claim relating to
 - (a) the cover, claims process or settlement payable under an insurance policy other than claims for indemnity under this section
 - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
 - (c) a loan, mortgage, pension or any other financial product
 - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale or motor vehicles where You are engaged in the business of selling motor vehicles
2. a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You
3. a dispute relating to computer hardware, software, systems or services which have been specifically tailored
4. a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person
5. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

6 Tenancy Disputes

We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You.

We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

7 Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or statutory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

1. An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.

8 Debt Recovery

We will represent You in any Legal Proceedings for civil action including the enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

1. the amount in dispute exceeds £250
2. You have exhausted all reasonable credit control and accounting procedures
3. We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
4. You supply the correct and current name and address of the debtor
5. a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

1. any claim relating to
 - (a) the cover, claims process or settlement payable under an insurance policy
 - (b) a lease, licence or tenancy of land or buildings
 - (c) a loan, mortgage, pension or any other financial product
2. a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
3. a dispute relating to computer hardware, software, systems or services which have been specifically tailored
4. the recovery of money and interest due from another party where the other party intimates that a defence exists.

Section Exclusions – Applying to all Contingencies

The following Exclusions apply to this Section.

(Also refer to the Policy Exclusions at the back of this policy booklet.)

We will not provide indemnity in respect of any claim

1. if an Insured Person does not keep to the terms, exclusions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy
2. if any Costs and Expenses are incurred prior to Our written acceptance of a claim
3. for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
4. for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B Compensation Awards and Contingency 2 Legal Defence
5. relating to
 - (a) patents
 - (b) copyrights
 - (c) trademarks
 - (d) merchandise marks
 - (e) registered designs
 - (f) intellectual property
 - (g) secrecy and confidentiality agreements
6. relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
7. deliberately or intentionally caused by an Insured Person
8. in respect of a dispute with Us not catered for in Section Conditions 6 and 7
9. for a judicial review
10. relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy

11. notified under this Section when, either at the start of or during the course of the claim You
- i are bankrupt
 - ii have filed a bankruptcy petition or winding-up petition
 - iii have made an arrangement with creditors
 - iv have entered into a deed or arrangement
 - v are in liquidation
 - vi are or part of or all of Your affairs or property are in the care or control of a receiver or administrator.

Section Conditions – Applying to all Contingencies

The following Conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

1. Claims – your duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

2. Claims – legal representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative under condition 2(b) above, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment.

3. Claims – Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) An insured person must co-operate fully with us and the Appointed Representative and must keep Us up to date with the progress of the claim.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further Costs and Expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

4. Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.

5. Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

6. Disputes

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this Section, You can take the steps outlined in Our complaints procedure stated under our Promise of Service.

7. Arbitration

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbitrator's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

8. Acts of Parliament

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Endorsements and Conditions

The following Endorsements and Conditions apply to this Section.

(Also refer to the Policy Endorsements and Conditions at the back of this policy booklet.)

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for the claim.

Personal Accident Section

Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Accidental Bodily Injury

1. injury caused by accidental and/or violent means
2. exposure

occurring within 24 months from the date of the accident by which such injury is caused.

Insured Person

1. You
2. any director of Yours, or partner, or proprietor of The Practice
3. any employee of Yours under a contract of employment with You aged 75 or under.

Loss of Limb

1. severance at or above the wrist or ankle
or
2. the total and permanent loss of use of a hand, arm, foot or leg.

Cover

We will pay compensation to You or Your personal representatives for Accidental Bodily Injury to an Insured Person during the Period of Insurance which, solely, directly and independently of any other cause, results in any of the following contingencies.

Contingencies

1. death
2. total and permanent loss of sight in one or both eyes
3. total and permanent loss of hearing in one or both ears
4. total and permanent loss of speech
5. Loss of one or more limbs

6. any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing any occupation
7. temporary total disablement which prevents the Insured Person from pursuing their normal occupation
8. temporary partial disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation

We will not provide indemnity in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

Compensation

The amount of compensation payable to You for any Insured Person shall be the amount shown below multiplied by the number of units stated in the Schedule for that category of Insured Person.

Contingency Number	Limit of Compensation per unit
1	£5,000
2	£5,000
3	£5,000
4	£5,000
5	£5,000
6	£5,000
7	£50 per week
8	£25 per week

The maximum number of units per Insured Person is 10.

Exceptions

We will not pay compensation for Accidental Bodily Injury directly or indirectly caused by

1. (a) the Insured Person suffering from any disability due to a gradually operating cause
(b) suicide or attempted suicide
(c) deliberate exposure to danger (except in an attempt to save human life)
(d) the Insured Person's own criminal act
(e) the Insured Person being in a state of insanity
(f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)
(g) pregnancy or childbirth
2. an Insured Person practising for or taking part in
(a) mountaineering or rock climbing requiring use of ropes or guides
(b) pot-holing
(c) winter sports
(d) any kind of racing (except foot races)
(e) speed or time trials
(f) naval military or air force service or operations
3. the effects of alcohol or drugs (other than drugs prescribed by a doctor)
4. any treatment for drug addiction

Clauses

1. Amounts Payable

We will pay

- (a) the compensation stated in the Schedule with weekly benefit being paid at four weekly intervals
- (b) compensation under contingencies (7) and/or (8) for a maximum of 2 years from the date that the disablement started but where We pay compensation under any of contingencies (1) to (6),
(c) any weekly benefit being paid for the same injury will stop
(d) this insurance will end for the Insured Person

We shall not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each Insured Person shall be proportionally reduced until the total of all benefits does not exceed the maximum accumulation limit.

2. Disappearance

If an Insured Person has been missing for a period of 180 consecutive days

and

there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died.

However, You will repay any compensation if the Insured Person is found alive.

3. Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
 - i a medical examination
 - or
 - ii a post mortem examination
- (b) You or Your legal representative will supply to Us, at Your expense, any
 - i certificate
 - ii information
 - iii evidence

in the format We require.

4. Medical Expenses

When We pay compensation under contingencies (7) or (8), We will also pay up to 15% of this amount in respect of medical expenses incurred.

Endorsements and Conditions Precedent

This Section is subject to any Endorsements or Conditions Precedent stated in the Schedule as applying.

Business Travel

Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Accidental Bodily Injury

1. injury caused by accidental and/or violent means
2. exposure

Emergency Travel Expense

The additional cost of transport accommodation and Repatriation necessarily incurred upon medical advice in respect of the Insured Person or any relative or friend who has necessarily to travel and/or remain with or escort the Insured Person or in the case of death funeral expenses (including the cost of transporting the body or ashes to the deceased's country of normal residence or at Our discretion such other country as requested by the personal representatives of the deceased)

Geographical Limits

Europe - The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (West of the Bosphorus).

USA - North America and Canada

Worldwide - anywhere in the world other than Europe or USA

Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

Hospital

A National Health NHS Trust or registered private hospital licensed by a recognised body for the undertaking of surgical operations.

Insured Journey

Any authorised journey in connection with The Practice which begins during the Period of Insurance, and commences from the time the Insured Person leaves their home, or if later their place of business, to travel within the Geographical Limits stated in the Schedule, continuing during the entire period of the journey and terminating at the time of return to their home, or if earlier their place of business.

If the Insured Journey is solely within the United Kingdom, cover will only be operative if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the Insured Journey shall be deemed included within the period of the Insured Journey provided that it is otherwise within the period set out above.

Insured Person

1. You
2. any director of Yours, or partner, or proprietor of The Practice
3. any employee of Yours under a contract of employment with You
4. any accompanying spouse or partner

Personal Belongings

For the purposes of this Section Personal Belongings means items which are:

- i the property of the Insured Person or within their personal custody and control (not being Your property or otherwise used for the purposes of The Practice)
and
- ii normally carried on or about the person in the course of travel on an Insured Journey.

Repatriation

With prior approval from Us and due solely for medical reasons the return of the Insured Person to the United Kingdom or their normal country of residence if different by normal scheduled airlines or by an air ambulance or other suitable means of transport.

United Kingdom

England, Scotland, Wales, Northern Ireland and the Isle of Man

Contingency B1 - Medical Expenses

In the event of the Insured Person sustaining Accidental Bodily Injury or contracting sickness during the course of an Insured Journey outside the limits of the United Kingdom or the Insured Person's normal country of residence if different

We will indemnify You in respect of medical expenses and Emergency Travel Expenses necessarily incurred within 2 years from the commencement of such Accidental Bodily Injury or sickness up to £1,000,000 any one claim.

Automatic Extensions

Hospital Expenses

In the event that an Insured Person is admitted as a Hospital in-patient outside of the United Kingdom We will pay You on behalf of the Insured Person £20 for each complete 24 hour period that the Insured Person spends as an in-patient up to a maximum of £500.

Replacement Personnel

In the event that Repatriation of the Insured Person is necessary as a result of circumstances giving rise to payment of benefit under Contingency B1 or B2 and it is necessary for You to provide one or more replacement personnel We will indemnify You in respect of the necessary costs incurred in transporting the replacement personnel up to a maximum of £5,000 in total for any one claim.

Exceptions

1. We will not pay for the first £25 of each and every claim for each Insured Person.
2. We will not be liable for any claim resulting from:
 - (a) accidental bodily injury sustained or sickness contracted by any person aged over 75 years.
 - (b) the Insured Person engaging in or taking part in naval military or air force service or operations or whilst hunting on horseback or whilst riding or driving in any kind of race or flying other than as a passenger by recognised airlines or any fully licensed standard type multi-engined aircraft operated by a recognised air charter company
 - (c) medical expenses incurred when the specific purpose of the journey is for the Insured Person to receive medical treatment or advice
 - (d) medical expenses incurred within the United Kingdom following the Insured Person's return to the United Kingdom or normal country of residence if different
 - (e) the Insured Person being under the influence of or being directly or indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)
 - (f) suicide attempted suicide or intentional self-injury by the Insured Person or from deliberate exposure to danger (except in an attempt to save human life) or from the Insured Person's own criminal act or Accidental Bodily Injury sustained whilst the Insured Person is in a state of insanity

- (g) the Insured Person travelling against the advice of a registered medical practitioner
- (h) the Insured Person giving birth or pregnancy of the Insured Person within 2 months of the most recently advised expected date of confinement

Contingency B2 - Medical Assistance

The Emergency Medical Assistance service is operated by a specialist Emergency Assistance Organisation whose details are advised to You, and will advise on and where appropriate arrange all medical treatment, travel and accommodation covered under Contingency B1 - Medical Expenses. The Emergency Assistance Organisation's experienced multi-lingual staff will deal with enquiries and will ensure that where necessary:

- (a) hospitals are contacted and any necessary fees guaranteed
- (b) multi-lingual staff are used to converse with doctors and hospitals overseas in their own language
- (c) medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted. Whenever necessary the patient will be escorted by a medical attendant
- (d) assistance is provided upon arrival in the United Kingdom
- (e) arrangements are made for other Insured Persons to travel home and for the outward and return journeys for the next of kin to a sick or injured Insured Person

Provided medical treatment, travel or accommodation has been arranged by the Emergency Assistance Organisation We will pay all associated costs incurred on behalf of the Insured Person

Exception

We will not pay costs which are not covered under Contingency B1 Medical Expenses.

Special Conditions

1. If We incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the Emergency Assistance Organisation to any person who is not insured under this policy, You shall reimburse Us in respect of such costs and expenses.
2. Contingency B2 Emergency Medical Assistance shall not be operative unless Contingency B1 Medical Expenses is also operative.

Contingency C - Baggage And/Or Personal Belongings

In the event of the Insured Person suffering loss of or damage to baggage and/or Personal Belongings during an Insured Journey We will indemnify You or an Insured Person in respect of such loss or damage up to a maximum of £2000 any one claim.

Provisions

With prior approval from Us and due solely for medical reasons the return of the Insured Person to the United Kingdom or their normal country of residence if different by normal scheduled airlines or by an air ambulance or other suitable means of transport.

1. We shall be entitled in the event of a loss and at Our sole option to replace any article lost (whether wholly or in part) or to pay cash therefore not exceeding in any event the insured value thereof.
2. The maximum amount payable in respect of any one unspecified item will be £750 or 50% of the total sum insured whichever is the less.
3. Total loss or destruction of an insured item shall be dealt with on a full replacement basis up to a maximum of £1,000 for any unspecified item. There will be no reduction for wear and tear and depreciation.
4. The Insured Person shall take all reasonable care in avoiding any loss or damage to their baggage and/or Personal Belongings.

Automatic Extension

Temporary Loss

In the event of the Insured Person being temporarily derived of their baggage and/or Personal Belongings for at least 8 hours from the time of arrival at their destination during an Insured Journey, We will reimburse You or the Insured Person in respect of emergency and necessary purchases subject to a maximum of £250 for any one claim.

Any such payment will be deducted from any benefit payable for total loss or subsequent damage to baggage and/or Personal Belongings where temporary deprivation proves to be permanent.

Exceptions

1. We will not pay for the first £25 of each and every claim for each Insured Person except when the claim is for temporary loss of baggage on the outward journey.
2. We shall not be liable for any claim resulting from:
 - (a) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried
 - (b) moth or vermin or gradual deterioration
 - (c) wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container)
 - (d) loss of cash bank or currency notes cheques postal orders travellers cheques travel tickets or coupons with distinct monetary value
 - (e) confiscation by customs authorities or other such officials
 - (f) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report)
 - (g) loss or damage resulting from pressure in an aircraft cargo hold

Contingency D - Money

In the event of the Insured Person suffering the loss of cash bank or currency notes cheques postal orders travellers cheques travel tickets or coupons having distinct monetary value:

- (a) during the course of an Insured Journey or
- (b) occurring during the 72 hours immediately prior to such journey or the 72 hours immediately following such journey if obtained for the purposes of undertaking the Insured Journey and in the custody and control of the Insured Person

We will indemnify You or the Insured Person in respect of such loss up to £1,000 any one claim

Provision

The maximum liability in respect of cash bank or currency notes being carried at any one time shall be limited to £750.

Automatic Extensions

Fraudulent Use of Credit Cards

If You or the Insured Person sustains financial loss as a direct result of a credit charge debit or bankers card being lost or stolen during an Insured Journey and it being fraudulently used by someone other than the Insured Person, We will indemnify You or the Insured Person for such loss up to a maximum of £500 for any one Insured Journey provided that You or the Insured Person has fully complied with all terms and conditions under which such card has been issued.

Emergency Passport Expenses

If the Insured Person sustains:

1. loss of or damage resulting in any visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey We will indemnify You on behalf of the Insured Person in respect of fees charged by the appropriate consular visa and/or passport office for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £750 for any Insured Journey
or
2. theft of any visa and/or passport within 7 days prior to the proposed departure date of an Insured Person We will indemnify You on behalf of the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained subject to a maximum of £250 of any claim.

Exceptions

1. We will not pay for the first £25 of each and every claim for each Insured Person.
2. We will not be liable for any claim resulting from:
 - (a) delay confiscation errors or omissions in receipts or payment or accountancy or depreciation in value
 - (b) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report).

Contingency E - Cancellation Curtailment or Change of Itinerary

In the event of the necessary and unavoidable cancellation curtailment or change of itinerary of an Insured Journey following:

1. the death or accidental bodily injury or sickness of:
 - (a) the Insured Person or business colleague (with whom the Insured Person intended to travel) or business contact for the purpose of the Insured Journey
 - (b) the Insured Person's legal or common law spouse partner daughter son sister brother mother father mother-in-law father-in-law grandparent grandchild daughter-in-law son-in-law sister-in-law brother-in-law step-parent step-child step-brother step-sister fiancée or fiancé
- or
2. as the result of:
 - (a) the death of a close friend of the Insured Person
 - (b) the Insured Person attending compulsory quarantine witness call or jury service
 - (c) the Insured Person's place of residence being subject to physical loss or damage within 10 days of the proposed commencement of the Insured Journey and the Insured Person being unable to adequately secure such premises prior to the commencement of such Insured Journey
 - (d) the Insured Person's presence being required by the police following physical loss or damage or theft or attempted theft at the Insured Person's place of residence or place of employment
 - (e) cancellation or curtailment of scheduled public transport services consequent upon strike riot civil commotion inclement weather or mechanical breakdown

We will reimburse You or the Insured Person in respect of all non-recoverable deposits advance payments and other charges paid or due to be paid by You or the Insured Person for travel and/or accommodation in respect of the proposed Insured Journey up to £2,000 any one claim

Exceptions

We will not be liable for any claim resulting from:

- (a) the Insured Person or the Insured Person's business colleague on the Insured Journey travelling against or planning to travel against the medical advice of a registered medical practitioner
- (b) in respect of any circumstances under 1(b) above any medical condition from which the relevant person is known by the Insured Person to be suffering at the commencement of the Insured Journey or if earlier the date of cancellation or date of curtailment or change of itinerary. This exclusion shall not apply if such condition has been without the necessity of professional treatment or consultation in the 12 months immediately prior to such date
- (c) the death or accidental bodily injury or sickness of any person aged over 75 years
- (d) childbirth or pregnancy where the cancellation curtailment or change of itinerary occurs within 2 months of the most recently advised expected date of confinement

Contingency F - Travel Delay and Missed Departure

Travel Delay

If the outward or homeward departure of an aircraft or sea vessel in which the Insured Person has arranged to travel is delayed for at least 12 hours from the departure time indicated by the carrier due to strike industrial action adverse weather conditions mechanical breakdown or structural defect affecting that aircraft or sea vessel, We will compensate You by the amount of £20 for the first complete 12 hours delay and £50 for each complete 12 hours delay thereafter but not exceeding the amount paid in respect of fares for such delayed travel or £500 whichever is the lesser.

Exceptions

We will not be liable for any claim resulting from:

- (a) the failure of the Insured Person to check in not later than the time indicated by the carriers
- (b) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay
- (c) withdrawal from service temporarily or otherwise of any aircraft or sea vessel on the orders or recommendation of the manufacturer the civil aviation authority a port authority or any other similar body in any country
- (d) the failure of the Insured Person to accept alternative equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance.

Missed Departure

If the bus rail water or air transport on which an Insured Person is travelling fails to deliver the Insured Person to the departure port or airport in time to board the vessel or aircraft on which the Insured Person is booked to travel, We will pay up to £500 in respect of the reasonable cost of additional accommodation and transport expenses necessarily incurred to transport the Insured Person to the Insured Person's first destination outside the United Kingdom, provided that the Insured Person has taken all reasonable steps to complete the journey to the final United Kingdom departure port or airport on time.

Exceptions

We will not be liable for any claim resulting from:

- (a) strike industrial action riot or civil commotion which was in existence or for which a warning had been given prior to the date of departure
- (b) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the reason for the missed departure
- (c) withdrawal from service temporarily or otherwise of any aircraft or sea vessel on the orders or recommendation of the manufacturer the civil aviation authority a port authority or any other similar body in any country

Contingency G - Hijack

In the event of the conveyance in which the Insured Person is travelling being subject to Hijack during an Insured Journey and the Insured Person being detained as a result for a period in excess of 24 hours We will pay an amount of £200 to You on behalf of the Insured Person for each complete 24 hour period of detention to a maximum 50 consecutive 24 periods.

Contingency H - Personal Liability

We will indemnity the Insured Person for sums which the Insured Person shall become legally liable to pay as damages and the Insured Person's proper costs and expenses in respect of accidental death or bodily injury to any other person or accidental loss of or damage to material property of any other person.

Exceptions

We will not indemnify the Insured Person in respect of:

- (a) accidental death or bodily injury sustained by any member of the Insured Person's family
 - or
 - any person who is under a contract of service with You and which arises out of and in the course of their employment by You or liability arising in connection with any business profession or occupation
- (b) liability for loss of or damage to property belonging to or in the custody or control of the Insured Person their family or of any servant or agent of the Insured Person or liability arising out of the ownership possession or use by the Insured Person of any land or buildings
 - or
 - liability arising from the ownership possession or use of any mechanically propelled vehicle aircraft hovercraft or water craft (other than hand propelled watercraft) under the control of the Insured Person
- (c) liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement

Limitation

Our liability under this Contingency for all damages payable by the Insured Person to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed £1,000,000.

All costs and expenses incurred with written consent in respect of any claims against You shall be payable in addition notwithstanding that our total liability does not exceed £1,000,000.

Conditions

1. The Insured Person shall give immediate notice to Us of any occurrence for which there may be liability under this Contingency and shall provide Us with such particulars and information We may require and shall forward to Us immediately on receipt every letter writ summons and process and shall advise Us in writing immediately the Insured Person has knowledge of any impending prosecution inquest or fatal inquiry in connection with the said occurrence. No admission of liability or offer promise or payment shall be made without Our written consent. We shall be entitled at Our discretion to take over and conduct in the name of the Insured Person the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other persons and the Insured Person shall give all information and assistance required,
2. We may at any time at Our sole discretion pay to the Insured Person the sum insured stated in this Contingency in respect of any occurrence or any lesser sums for which the claim or claims arising from such occurrence can be settled and We shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Insured Person to pay a sum in excess of the sum insured stated in this Contingency Our liability for such costs and expenses shall not exceed an amount being in the same proportion as Our payments to the Insured Person bears to the total payment made by or on behalf of the Insured Person in settlement of the claim or claims.

Policy Exclusions, Conditions Precedent and Policy Conditions

Policy Exclusions

We will not indemnify You or any person entitled to indemnity in respect of

1. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

However,

1. exclusions 1(a) (b) and (c) do not apply to the Employers' Liability Section or to the Terrorism Section, when insured by this policy
2. exclusions 1(b) does not apply to the Public and Products Liability Section or to the Personal Accident Section, when insured by this policy.
2. death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
 - (a) directly or indirectly caused by or contributed to by or arising from
 - i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - ii the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
 - i dispersing radioactive material and/or ionising radiation or
 - ii using atomic or nuclear fission and/or fusion or other like reaction.

However,

1. exclusion 2 (b) does not apply to the following Sections
 - (a) Employers' Liability
 - (b) Public and Products Liability
 - (c) Personal Accident
 - (d) Business Travelwhen insured by this policy.
2. in relation to the Employers' Liability Section, exclusion 2 (a) above only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party.
3. in relation to the Business Travel Section, when insured by this policy, exclusion 2 (a) will only apply to loss, destruction or damage to any material property arising under
 - i Contingency C – Baggage and/or Personal Belongings
 - ii Contingency D – Money
 - iii Contingency H – Personal Liability
4. exclusions 2 (a) and (b) do not apply to the Terrorism Section when insured by this policy.
3. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

except as stated in the **Special Provisions – Terrorism** below.

Terrorism is defined as any act or acts including, but not limited to

- i the use or threat of force and/or violence and/or
- ii harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

In any action suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability.)

Special Provisions – Terrorism

Subject otherwise to the terms, conditions and exclusions of the policy

- (a) Exclusions 3(a) and 3(c) do not apply to the
 - i Employers Liability Section but the Limit of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £5,000,000 including costs and expenses in any one Period of Insurance
 - ii Public and Products Liability section but the Limit of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £2,000,000 or any other amount specified in the Schedule for Public and/or Products Liability whichever is the lower in any one Period of Insurance.
- (b) When the following Section is insured by this policy
 - Personal AccidentBusiness Travel Sickness exclusions 3(a) and 3(c) do not apply to this Section provided that for the purposes of Special Provision (b) – Terrorism the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of
 - i any limits amounts payable or maximum accumulation stated in the Schedule
 - or
 - ii £1,000,000In the event of a claim exceeding the total amount payable under Special Provision (b) – Terrorism Our Liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.
- (c) Exclusions 3(a) and 3(c) do not apply to the Terrorism Section, when insured by this policy.

4. Loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices.

However,

1. in respect of the Business Travel Section, when insured by this policy this exclusion will only apply to Contingency C – Baggage and/or Personal Belongings.

- 2. exclusion (4) does not apply to the Terrorism Section, when insured by this policy.

- 5. (a) money
 - (b) securities or bonds
 - (c) jewellery or precious stones
 - (d) precious metals or bullion
 - (e) furs or curios
 - (f) rare books or works of art
 - (g) goods held in trust or on commission
 - (h) documents or manuscripts
 - (i) business books or computer system records
 - (j) explosives
- unless specifically mentioned.

However, exclusions 5(a) to (j) do not apply to the Terrorism section, when insured by this policy.

- 6. any claim which arises directly or indirectly from or consists of the failure or inability of any
 - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- i recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- ii the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

1. Property Damage
2. Money and Assault
3. Computer
4. Business Interruption

Exclusions 6 (a) and (b) do not apply to the following Sections

1. Employers' Liability
2. Public and Products Liability
3. Terrorism
4. Personal Accident
5. Business Travel - Contingency B1 Medical Expenses

when insured by this policy.

Definition

The following definition only applies to this exclusion

'Defined Contingency'

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

7. any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

- (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section.

- i Property Damage
- ii Money and Assault
- iii Business Interruption

Exclusion 7(a) does not apply to the Public and Products Liability Section.

- (b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- i Property Damage
- ii Money and Assault
- iii Business Interruption.

However,

1. exclusions 7(a) and (b) do not apply to the following Sections
 - (a) Employers' Liability
 - (b) Commercial Legal Protection
2. exclusions 7(a) and (b) do not apply to the following Sections, when insured by this policy
 - (a) Computer
 - (b) Employee Dishonesty
 - (c) Terrorism
 - (d) Personal Accident.

Conditions Precedent

The following Conditions Precedent should be read in conjunction with other Conditions Precedent which may apply to a specific Section of the Policy.

The following Condition Precedent applies.

Protections

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft that whenever The Premises are

1. closed for business

or

2. left unattended

all security devices provided to protect The Premises are properly fitted and put into full operation.

The following Conditions Precedent apply only if stated in the Schedule.

Definitions

The following definitions only apply to the Intruder Alarm System Condition Precedent.

Alarmed Premises

The Premises or those parts of The Premises protected by the Intruder Alarm System.

Intruder Alarm System

The component parts detailed in the alarm specification including the means of communication used to transmit signals.

Keyholder

You or any Responsible Person or keyholding company authorised by You

1. to accept notification of faults or alarm signals relating to the Intruder Alarm System
2. to attend, and allow access to The Premises

at least one of whom must be available at all times.

Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft

1. whenever The Premises are closed for business or left unattended the Alarmed Premises are protected by the Intruder alarm System
2. the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with Us
3. no alteration to, or substitution of
 - (a) any part of the Intruder Alarm System
 - (b) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
 - (c) the maintenance contractshall be made without Our written agreement
4. at least one Responsible Person must remain on the Alarmed Premises
 - (a) unless the Intruder Alarm System is fully set with the means of communication used to transmit signals in full operation
 - (b) if the police have withdrawn their response to alarm calls except where We agree otherwise
5. all keys to the Intruder Alarm System are removed from The Premises when The Premises are left unattended
6. You and each Keyholder
 - (a) keep secret the codes for the operation of the Intruder Alarm System and
 - (b) do not leave details of the codes on The Premises
7. You appoint at least two Keyholders and notify this in writing to the police and the alarm company who are contracted to maintain the alarm. You must also tell them of any change of Keyholders

8. when the Intruder Alarm System has been set, and notice is given that it has been activated

or

the means of communication have been interrupted a Keyholder must attend The Premises as soon as possible following such notice and a Responsible Person must remain there until the requirements of paragraph 4 have been complied with.

This must be done unless We have previously agreed in writing alternative procedures

9. if You receive notice

- (a) that police response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
- (b) from a local authority or magistrate imposing any requirements for abatement of a nuisance
- (c) from the installing company or another company as agreed by Us that the Intruder Alarm System cannot be returned to, or maintained in, full working order

You must tell Us as soon as possible and in any event no later than 10.00am on Our next working day

and

comply with all alternative security measures We require.

Minimum Security

It is a Condition Precedent to Our liability in respect of loss, destruction or damage occurring more than 30 days after the inception of the policy that

1. final exit doors must be secured as follows:
 - (a) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
 - (b) aluminum doors – by cylinder mortice lock operating a swinging lock bolt
 - (c) PVCu doors – by key operated multi-point locking devices having three or more locking points
 - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
2. all other external doors and internal doors leading to common areas or other premises, must be secured:
 - (a) by the means set out in 1, or
 - (b) by key operated security bolts fitted top and bottom
3. all opening windows or roof lights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut
4. any security measures stipulated or agreed by Us in writing are implemented and in full and effective working order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following policy conditions.

1. Alteration of Risk

The policy is voidable where there has been any material alteration to the risk after the commencement of this insurance

- (a) which increases the risk of loss, destruction, damage, accident or injury
 - or
 - (b) where Your interest ceases except by will or operation of law unless We have accepted the alteration.

2. Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against Us.

3. Average

Where a Sum Insured is subject to average, if at the time of loss, destruction or damage, the Sum Insured is less than the total value of the property, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

4. Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us
- (b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.
We will refund a proportionate part of the premium for the unexpired period provided that there have been no:
 - (i) claim(s) made under the policy for which We have made a payment
 - (ii) claim(s) made under the policy which are still under consideration
 - (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

5. Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim within
 - i 30 days
- or
 - ii 7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons
- of you becoming aware of the event or occurrence, or such further time that We may allow
- (d) provide Us with all information and help We require in respect of the claim

- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required

6. Contribution

Applicable to Public and Products Liability Section and Employers Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

7. Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

8. Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover from You any sums paid by Us to You in respect of the claim,
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

9. Identification

The policy and Schedule will read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

10. Index Linking

- (a) Renewal

where it states in the Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us.

- i any building and tenants improvements item

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors

- ii other items
- The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry.
- (b) Claims
- These adjustments will continue during the
- i Period of Insurance
 - ii Period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.
- (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

11. Non Disclosure, Misrepresentation or Misdescription

Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid

This condition operates in addition to any provisions relating to underinsurance in this policy.

12. Our Rights

If loss, destruction or damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal within a reasonable manner without incurring liability or reducing Our rights.

We will not pay for loss, destruction or damage if You or anyone acting on Your behalf

- i do not comply with Our requirements
- ii hinder or obstruct Us.

You are not entitled to abandon property to Us.

13. Reasonable Precaution

You will

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent
 - i loss, destruction or damage to Property Insured
 - ii accident or injury to any person or loss, destruction or damage to their property
- (c) comply with all legal requirements and safety regulations and conduct The Practice in a lawful manner
- (d) keep books with a complete record of purchases and sales.

14. Reinstatement

When We decide, or are required to reinstate or replace any property You will, at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Sum Insured.

15. Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

16. Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and the Schedule, should be read together and form the contract of insurance between You and Us.

- (a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:
 - i providing Us with any additional information requested by the required date(s),
 - ii completing any actions agreed between You and Us by the required date(s),
 - iii allowing Us to complete any actions agreed between You and Us.

- (b) If required by Us, You must allow us access to The Premises and/or The Practice to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at Our option:

- i modify Your premium,
- ii issue a mid-term amendment to Your policy or Section terms and conditions,
- iii require You to make alterations to The Premises insured by the required date(s),
- iv exercise Our right to cancel Your policy,
- v leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction.

In the event that the matter cannot be resolved:

- i You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- ii We may, at Our option, exercise Our right under (4) Condition 4 - Cancellations.

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.

