



Towergate Camerasure Policy Wording

Contents

If you have a problem	4
General Policy Conditions	8
Fundamental Conditions	8
Your Obligations	8
Claims Conditions	8
Administration Conditions	9
General Policy Exclusions	10
Definitions & Interpretations	15
Policy Cover	22
Section 1 Assets	23
Section 2 Liabilities	40
Section 3 Legal Expenses	50
Section 4 Personal Accident	57
Section 5 Terrorism	62
Section 6 Claims Service & Telephone Helplines	65

If you have a problem

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. Towergate Camerasure 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 within 5 working days of receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of your concern has been made, we will respond with a decision

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 and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint unless we are awaiting for information from

You to assist in the resolution of the complaint

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS) The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover less than £1,000,000, a charity with an annual income of less than £1,000,000 or a trustee of a trust with a net asset value of less than £1,000,000. Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral unless we are awaiting for information from You to assist in the resolution of the complaint Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not effect your right to take legal action.

What should I do?

The steps you should take if dissatisfied

Step 1 Seek resolution by Towergate Camerasure

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact
Managing Director
Towergate Camerasure
Funtley Court
Funtley Hill
Fareham
Hants
PO16 7UY
Telephone 0870 4115511
Fax 0870 4115515
quoting the policy reference number.

Step 2 Refer your complaint to our Chief Executive:

If you remain unhappy with the decision you receive, please write will full details including Policy Number and/or claim number, to:

The Chief Executive
Aviva Insurance Ltd
8 Surrey Street
Norwich
NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone 0845 080 1800

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

For compulsory classes of insurance, you are covered for 100% of the claim. For other classes of insurance, you are covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- 1: The law applying in the part of the UK, Channel Islands or 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 UK, Channel Islands or 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.

Your Cancellation Rights

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later.

If you wish to do so and the insurance cover has not yet commenced you will be entitled to a full refund of the premium paid

Alternatively if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered, calculated as a proportion of the time for which the insurance would have provided cover.

To exercise your right to cancel your policy, please contact us at

Towergate Camerasure,
Funtley Court
Funtley Hill
Fareham,
Hants,
PO16 7UY

If you do not exercise your right to cancel your policy it will continue in force for the term of the policy and you will be required to pay the full premium as stated

Alternatively, if you are not an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this policy.

General Policy Conditions

1. Fundamental Conditions

The following conditions are fundamental to the operation of this policy. If they are breached no cover will be provided

- (a) All statements answers and information supplied to **Us** by or on behalf of **You** in connection with this policy must be truthful and complete including any information supplied in relation to a claim
- (b) **You** must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums

2. Your Obligations

The following conditions must be complied with. Any breach by **You** will allow **Us** to terminate this policy. Termination shall be from the date of the breach of condition

You must

- (a) give immediate notice to **Us**
 - (i) of anything which materially affects the risk insured specifically anything which might increase the risk of loss or **Damage**
 - (ii) once **You** have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with anything which may give rise to a claim under this policy
- (b) take all reasonable care to
 - (i) prevent accidents or **Damage**
 - (ii) maintain all premises plant and equipment and everything used in connection with **Your Business** in proper repair
- (c) on any defect or danger becoming apparent either
 - (i) forthwith make good or remedy any such defect or danger or
 - (ii) take such additional precautions as the circumstances require to avoid such defect or danger

3. Claims Conditions

The following conditions explain the actions and co-operation required by **You** regarding the handling of claims. No claim will be paid unless full and complete adherence to these conditions is maintained by **You**

You must

- (a) give immediate notice to **Us** of anything which may give rise to a claim being made against **You** or for which **You** intend to seek indemnity under this policy
- (b) provide **Us** with such particulars as **We** may require in connection with such circumstances
- (c) forward to **Us** immediately on receipt every letter writ summons and process in connection with such circumstances
- (d) give all information and assistance required by **Us** in connection with such circumstances

- (e) neither make any admission of liability nor any offer promise or payment in connection with such circumstances without **Our** written consent
- (f) in respect of loss or **Damage** caused by theft or malicious persons give immediate notice to the police
- (g) use all due diligence to do and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** and to avoid or diminish loss

4. Administrative Conditions

- (a) Conditions 1. 2. and 3. do not limit **Your** right to claim indemnity under Section 2A of this policy subject to Special Condition (2) of Settlement of Claims in that section
- (b) **We** may at any time and at our discretion waive **Our** rights under any of the GENERAL POLICY CONDITIONS but this will not waive or limit **Your** obligations or **Our** rights in respect of any other GENERAL POLICY CONDITION
- (c) Any claimant under this policy shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**
- (d) **We** shall be entitled at any time and at **Our** discretion to
 - (i) take over and conduct in **Your** name the defence of or the settlement of any claim and to prosecute at **Our** own expense and for our **Own** benefit any claim for indemnity or damages against all other parties or persons
 - (ii) pay to **You** the limit of indemnity less any **Costs** incurred by **Us** or any lesser sums for which any claim or claims under Section 2 of this policy can be settled and in that event **We** will not be under any further liability
 - (iii) cancel this policy by sending thirty days notice by recorded delivery post to **You** at **Your** last address known to **Us** together with any appropriate refund of premium
- (e) Notwithstanding the provisions of condition 4.(d) (iii) if **We** agree to accept payment by instalments then in the event of any default in payment of any instalment by **You** the full outstanding balance shall become payable immediately
 - If **You** then fail to pay such amount within seven days of **Our** notice to **You** of the default in payment **We** may cancel this policy by seven days notice in writing to **You**
- (f) Unless otherwise stated elsewhere in this policy if at the time of any loss or **Damage** insured by Section 1 there is any other insurance effected by **You** or on **Your** behalf covering such loss **Our** liability hereunder will be limited to **Our** rateable proportion of such loss or **Damage**
 - Further in respect of items on **Buildings Contents** and **Stock** only (as defined and insured under Section 1) if any such other insurance is subject to average (underinsurance) this policy if not already subject to any condition of average will be subject to average in like manner
 - If any other insurance effected by **You** or on **Your** behalf covers any property insured by Section 1 but is subject to any provision wholly or partly excluding it from ranking concurrently with this policy or from contributing rateably to the loss or **Damage** **Our** liability will be limited to such proportion of the loss or **Damage** as the sum insured bears to the value of the property
 - If in respect of any claim under Section 2 there is any other insurance or indemnity in **Your** favour in force relative to such claim or there would be but for the existence of this Section **Our** liability shall be limited. This limit shall be the amount in excess of that which would have been payable (but for the existence of this Section) in respect of such claim
- (g) On the happening of any loss or **Damage** in respect of which a claim is or may be made under Section 1 **We** and any person authorised by **Us** may
 - (i) enter take or keep possession of the premises where such loss or **Damage** has occurred
 - (ii) take possession of or require to be delivered to them the insured property
 - (iii) deal with such property for all reasonable purposes and in any reasonable manner without thereby incurring any liability or diminishing any of **Our** rights under this section

General Policy Exclusions

1. War and Similar Risks

This Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.

- (i) 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.
- (ii) Nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority.
- (iii) Any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

Provided (i), (ii) or (iii) shall not apply to

Employer's Liability

and (ii) shall not apply to

Public and/or Products Liability

Personal Accident

Business Travel

Sickness

when insured by this Policy.

2. Radioactive Contamination

This policy does not cover 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) exception (b) above does not apply to the following sections or covers if they are included within this policy

Employers Liability Public and Products Liability Personal Accident and Business Travel

(2) in relation to the Employers Liability section exception (a) above only applies when the Insured under a contract or agreement has undertaken to

(a) indemnify another party

(b) assume the liability of another party

(3) exceptions (a) and (b) above do not apply to the Employee Dishonesty, Terrorism, Professional Indemnity or Directors and Officers sections where included in this policy

3. Sonic Bangs

any damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

4. Confiscation

any damage directly or indirectly occasioned by, happening through or in consequence of confiscation, nationalisation, requisition or destruction of our Damage to Property by or under order of any government, municipal, local or customs authority

Provided this exclusion shall not apply to

Employers Liability

Public and/or Products Liability.

5. E-Risks

The Insurer shall not be liable under this policy in respect of any claim (other than in respect of Bodily Injury under the Public and/or Products Liability or Property Owners Liability section) arising directly or indirectly from or in connection with or consisting of

(a) Loss of Data

other than in respect of 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 or covers within this policy and only to the same extent that such claim is insured under that section or cover

(i) Material Damage

(ii) Business Interruption

(iii) Book debts

Exception (a) above does not apply to the Public and Products Liability or Property Owners Liability section when insured by this policy

(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

but this shall 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 or covers within this policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that section or cover

(i) Material Damage

(ii) Business Interruption

(iii) Book Debts

Exclusions (a) and (b) above do not apply to the following sections

1. Employers Liability

2. Personal Accident

3. Employee Dishonesty/Fidelity Guarantee

4. Terrorism

5. Computer

6. Engineering

7. Loss of Licence

8. Legal Expenses/Commercial Legal Protection

9. Professional Indemnity

10. Directors and Officers

Where such cover is provided by this policy

Definitions

For the purposes of this Exclusion the following Definitions apply:

Computer and Electronic Equipment

Computer and Electronic Equipment shall mean 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

Cyber Vandal

Cyber Vandal means 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

Data shall mean 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

Data Storage Materials shall mean 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

Denial of Service Attack shall mean 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

Failure

Failure shall mean any partial or complete reduction in the

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

Loss of Data

Loss of Data shall mean 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

Malicious Contingency shall mean

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

Specified Contingency

Specified Contingency shall mean

fire
lightning
explosion
aircraft and other aerial devices or articles dropped from them
earthquake
storm or flood
escape of water from any tank apparatus or pipe
falling trees
impact
escape of fuel from any fixed oil heating installation

Virus or Similar Mechanism

Virus or Similar Mechanism shall mean 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

6. Terrorism

This Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

(1) Terrorism

(2) Civil commotion in Northern Ireland

(3) any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above except as stated in the Special Provisions - Terrorism below.

And provided that

(1) and/or (3) above shall not apply to

Money

Goods In Transit

And (2) above shall not apply to

Employer's Liability

Public and/or Products Liability

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

(a) the use or threat of force and/or violence

and/or

(b) 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 the insurer(s) allege(s) that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (3) above 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) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon the insured.

Special Provisions – Terrorism

Subject otherwise to the terms, conditions, exceptions and exclusions of the Policy

(a) When any of the following covers are insured by this policy

Employers Liability

Public and/or Products Liability

Neither of the exclusions in (1) and (3) above shall apply to

(i) Employers Liability (other than Excess of Loss Employers Liability) but the limit/amount of Indemnity for the purpose of Special Provision (a) - Terrorism is limited to £5,000,000 including costs and expenses.

(ii) Public and/or Public Liability (other than Excess of Loss Public and/or Products Liability) but the limit/Amount of Indemnity for the purpose of Special Provision (a) - Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is lower.

(b) When any of the following covers are insured by this policy

Personal Accident

Business Travel

Sickness

Neither of the exclusions in (1) and (3) above shall apply to those covers 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

(a) Any limits amounts payable or maximum accumulation stated in the schedule

Or

(b) £1,000,000

In the event of a claim exceeding the total amount payable under this Special Provision (b) - Terrorism the company's liability in respect of each insured person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

Definitions and Interpretations

Your policy is made up of various sections and documents. These should all be read together as part of the same contract

Definitions are set out below and any word or phrase which has a definition is printed throughout the policy in **bold type**

Various specific definitions are set out in individual sections which relate only to those sections

Where a more general meaning applies this will be apparent from the way it is used in the policy

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos

The Insurer will not provide indemnity in respect of

- (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
- Asbestos including any product containing Asbestos

Bodily Injury

Death, injury, illness or disease or nervous shock

Book Debts

The total amount of outstanding debit balances declared at the beginning of the **Period of Insurance** or subsequently advised adjusted for

- (a) bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of **Damage**) to customers' accounts in the period between the date to which the said last statement relates and the date of the **Damage**
- (c) any abnormal condition of trade which had or could have had a material effect on the **Business** so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have applied at the date of **Damage**

Buildings

The buildings at the **Premises** including

- (a) landlord's fixtures and fittings
- (b) outbuildings yards forecourts and car-parks
- (c) roads pavements and street furniture but only to the extent of **Your** responsibility
- (d) walls gates fences canopies and fixed signs
- (e) foundations
- (f) piping ducting cables wires and associated equipment on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility

Solely for the purposes of **Damage** by theft or attempted theft the definition of **Buildings** will be as above but excluding any

- (a) yard forecourt and car-park
- (b) shed lean-to greenhouse open sided or open ended structure
- (c) part of the **Premises** which is not securely locked and fastened when closed for Business or left unattended
- (d) **Buildings** empty or not in use

Business

The description of **Your** occupation used for the purpose of this insurance as shown in the **Schedule**

Additionally in respect of Section 2 of this policy

- (a) the ownership and maintenance of **Premises**
- (b) the provision and management of canteen social sports and welfare organisations for **Employees**
- (c) the provision and management of first aid fire and ambulance services
- (d) private work carried out with **Your** consent for any of **Your** directors partners or senior officials by an **Employee**

Computers

Any accessories, including but not limited to any associated hardware and software and any Computer Records all belonging to **you** or for which **you** are responsible for.

Computer Records

Including but not limited to all current and backup **Computer Records** (excluding fixed disks and paper records of any description)

Incorporating stored programs not information stored thereon the **Property** of the **Insured** or leased or rented to **You** on the **Premises** or anywhere within the **Territories**

Computer Equipment

All parts of the electronic data processing installation at the **Premises** including tapes cards disks and disk packs and any other data carrying media air conditioning temperature and environmental control equipment power

supply and voltage regulating control equipment and interconnecting wiring

Consequential Loss

Loss resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** in consequence of an **Incident**

Contents

All property belonging to **You** or for which **You** are responsible and separately defined in this policy as

- (a) **Film Stock**
- (b) **Hired-In Equipment**
- (c) **Photographic Equipment**
- (d) **Portfolio**
- (e) **Props and Goods In Trust**
- (f) **Library Stock**

but excluding **Other Possessions** and **Stock**

Costs

- (a) Claimants costs and expenses arising in respect of any claim against **You** which may be the subject of indemnity under Section 2 of this policy
 - (b) All costs and expenses incurred by **Us** or with **Our** written consent in respect of any claim against **You** which may be the subject of indemnity under Section 2 of this policy
 - (c) **Court Attendance Costs**
 - (d) **Legal Representation Fees**
 - (e) **Prosecution Defence Costs**
- Court Attendance Costs**

All costs and expenses incurred by any of **Your** directors partners or **Employees** up to a maximum of £250 per day for each day on which attendance by any such person at a court or similar forum is requested by **Us** in connection with a claim for which **You** are entitled to indemnity under Section 2 of this policy

Damage

Accidental loss or destruction of or damage to the property insured

Deductible

The amount shown in any section of the **Schedule** being the first part of any claim which **You** must pay Under Section 1 the **Deductible** is applied to each separate **Premises** and is deducted after the application of all other provisions of the policy including any condition of average (underinsurance)

Employee

Any of the following people whilst working for **You** in connection with the **Business**:

- (a) Any person under a contract of service or apprenticeship with **You**
- (b) Any labour master or labour only sub-contractor or any person supplied by them
- (c) Any self-employed person
- (d) Any person hired to **You** under any contract or agreement
- (e) Any person under job opportunity schemes, work experience programmes or other government sponsored schemes

Endorsement

Any variation or addition to the terms of the policy

Film Stock

Unused photographic films which belong to **You** whilst within the **Geographical Limits** shown in the **Schedule**

Geographical Limits

The **Geographical Limits** applicable to specific items insured are shown in the **Schedule**. The phrases used are more specifically defined as follows

- (a) **Premises** - see below
- (b) **United Kingdom** - see below
- (c) UK / Europe means within the **United Kingdom**, the continent of Europe, Iceland, Greenland, all Mediterranean Islands and all countries with a Mediterranean shoreline but north of 30 degrees North only
- (d) World-wide means anywhere in the world

Goods

Goods or products (including containers labelling instructions or advice provided in connection therewith) which are sold supplied erected repaired altered treated or installed by **You**

Goods in Transit

Property belonging to **You** or for which **You** are responsible pertaining to the **Business** whilst in transit from the time it is lifted until its unloading at the destination including

- (a) loading and unloading
- (b) the use of recognised roll-on/off ferries provided no unloading or reloading of the vehicle is involved
- (c) whilst temporarily housed on or off the vehicle in the course of carriage but excluding any installation erection or testing

Hired-In Equipment

Photographic Equipment and accessories hired by **You** and for which **You** are responsible whilst within the

Geographical Limits shown in the **Schedule**

Incident

Accidental loss or destruction of or damage to property used by **You** at the **Premises** for the purpose of the **Business**

Legal Representation Fees

Legal fees incurred with **Our** written consent for **Your** representation in any proceedings in a court or similar forum arising out of any death or alleged breach of statutory duty the circumstances of which may be the subject of indemnity under Section 2 of this policy

Money

Cash bank notes currency notes tokens cheques Giro cheques postal orders money orders bankers drafts bills of exchange unused postage stamps holiday with pay stamps National Savings stamps and certificates TV licence stamps certificates of deposit consumer redemption vouchers National Insurance stamps luncheon vouchers premium bonds trading stamps and vouchers railway travel warrants railway tickets airline tickets which have been authenticated and purchased for use travellers cheques credit company sales vouchers VAT purchase invoices embossed stamps and unexpired franking machine units

Non-Negotiable Money

Money in the form of crossed cheques crossed postal orders crossed bankers' drafts premium bonds National Savings certificates unused units in postage stamp franking machines stamped or franked National Insurance cards and VAT purchase vouchers/invoices credit card sales vouchers documents of value trading stamps certificates of deposits consumer redemption vouchers

Offshore

The period of time which commences when an **Employee** embarks onto a conveyance at the point of final departure to an **Offshore** rig or platform and terminates when he disembarks from a conveyance onto land upon his return.

Other Possessions

All property at the **Premises** which belongs to **You** or for which **You** are responsible excluding landlord's fixtures and fittings **Contents** and **Stock** but including

- (a) fixtures fittings alterations improvements repairs and decorations
- (b) the contents of water oil gas and fuel tanks and ancillary equipment and pipework
- (c) property in the open yards and spaces adjoining and used in connection with the **Premises**
- (d) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- (e) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to **You** of the information contained therein for an amount not exceeding £1,000
- (f) patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement and so far as the same are not otherwise insured
- (g) directors' **Employees'** and visitors' personal effects whilst on **Your Premises** for an amount not exceeding £500 in respect of any one person

The term personal effects includes tools instruments pedal cycles and the like for the purpose of this clause

Period of Insurance

From the effective date until the expiry date (both shown in the Schedule) or any subsequent period for which **We** accept payment for renewal of this policy.

Photographic Equipment

Photographic Equipment belonging to **You** or for which **You** are responsible, including Cameras, Camera Backs, Bodies, Plates, Lenses, Filters, Light Meters, Stands, Cases, Portable Lighting, Video and Audio Equipment, Camera and Lighting Accessories, Film Stock and, Computers used for Photographic work and any Accessories within the **Geographical Limits** shown in the **Schedule**

Pollution

- (a) Pollution or contamination of any sort and however caused and
- (b) All loss damage injury or disease directly or indirectly caused by such pollution or contamination

Portfolio

Your collection of photographic **Transparencies** negatives prints and laminates but only for the value of the materials together with the cost of re-duplicating or re-laminating and re-printing but not for the value to **You** of the information contained therein all whilst within the **Geographical Limits** shown in the **Schedule**

Premises

The premises which **You** use for **Your Business** and as detailed in the **Schedule**

Property

In respect of Section 2 of this policy **Property** means property which is both material and tangible

Props and Goods In Trust

The sums insured declared under photographic props and goods held in trust by **You** merely indicates the companies liability and does not imply any admission of value, it being understood that in the event of damage evidence of value will be required and for which **You** are responsible for the purpose of a photographic shoot whilst within the **Geographical Limits** shown in the **Schedule**

Prosecution Defence Costs

All costs and expenses incurred either

- (a) with **Our** written consent or
- (b) awarded against either **You** or any of **Your** directors or **Employees**

in connection with a prosecution (including an appeal against conviction resulting from a prosecution) as a result of an alleged offence under any legislation in the **United Kingdom** giving rise to duties in relation to the **Business**

provided that

- (i) the circumstances of the alleged offence may be the subject of indemnity under Section 2 of this policy
- (ii) the prosecution does not result from a deliberate decision act or omission of management

Schedule

The most current **Schedule** issued to **You** which includes the **Period of Insurance** the amount of premium payable and details of the cover provided by this policy

The **Schedule** is part of the policy and must be read in conjunction with it

Stock

Your stock and materials in trade including work in progress including items

- (a) belonging to **Your** customers purchased but not delivered
- (b) temporarily in **Your** custody for alteration renovation or repair or otherwise held in trust or on commission unless they are more specifically insured and excluding any item of **Contents** or **Other Possessions**

Transparencies/Disks/Digital Images

Including, but not limited to the collection of Photographic Transparencies, Disks, Digital Images or Imagery, Negatives or Prints (either complete or in the process of completion), all belonging to **You** or for which **You** hold yourself responsible but only for the value of the materials together with the cost of replacement and not for the value to the **Insured** of the information contained therein, within the **Geographical Limits** shown in the **Schedule** and subject to a limit of

- (a) £500 any one transparency, negative, disk or digital image
- (b) £7,500 any one package or conveyance

and in all the amount stated in the **Schedule**

United Kingdom

England Scotland Wales Northern Ireland Republic of Ireland Isle of Man and the Channel Islands

We/Us/Our

Aviva Insurance Limited

Worldwide

Anywhere in the world

Reproduction

The recreation of similar **Photographic Work** lost as a direct result of **Damage** to **The Interest** covered.

Shoot

The period in which the **Insured** incurs expenses in respect of **Photographic Work**.

Processing Loss

- (i) All films, negatives, prints, archive, library and display material arising from faulty or negligent developing, processing or printing.
- (ii) Non-receipt of processed or developed films as a result of misdirection or negligence
- (iii) Loss of fees and additional expenses incurred in re-shooting a **Shoot**

Unoccupied Premises

When the **Premises** are not occupied by **You** in connection with the **Business** for a period in excess of 30 consecutive days

Data Corruption

Erasure, destruction, corruption or distortion of software contained or data stored on **Computer Records**

You/Your/Yours

The first party and any associated or subsidiary company named in the **Schedule** as the Insured Additionally in respect of Section 2 of this policy

- (a) operating in or from premises in the **United Kingdom**
- (b) at **Your** request
 - (i) any of **Your** directors or **Employees** while acting on behalf of or in the course of their employment or engagement in respect of liability for which **You** would have been entitled to

indemnity if the claim against any such person had been made against **You**

(ii) any officer member or **Employee of Your** social sports or welfare organisation or first aid or ambulance service in their respective capacity as such

(iii) any of **Your** directors partners or senior officials in respect of private work carried out by an **Employee** for any such person with **Your** consent

Provided that if indemnity is extended to any party described above that party shall be subject to the terms of the section so far as they can apply and in any event **Our** liability shall not exceed the limit of indemnity

(c) in the event of **Your** death **Your** personal representatives in respect of liability incurred by **You**

(d) **POLICY COVER**

For each section of the policy shown in the **Schedule** as operative **We** agree to provide cover to **You** in accordance with the provisions of this policy during any **Period of Insurance** for which **You** have paid or agreed to pay and **We** have accepted the premium.

Policy Cover

1A: Material Damage

any of the property insured described in the **Schedule** suffering **Damage** when **We** will pay for the value of the property at the time of the **Damage** or at **Our** option reinstate or replace such property or any part of it

1B: Business Interruption

any building or other property used by **You** at the **Premises** for the purpose of the **Business** suffering **Damage** when **We** will pay for the amount of the **Consequential Loss**

1C: Book Debts

any of **Your** books of account or other business books or records at the **Premises** suffering **Damage** as a consequence of which **You** are unable to trace or establish the **Book Debts** due to **You** when **We** will pay for the amount of any shortfall

1D: Goods in Transit

Damage to Goods In Transit

when **We** will pay for the value of the **Goods in Transit** at the time of the **Damage** or at **Our** option reinstate or replace the **Goods in Transit** or any part of them provided that

(a) the most **We** will pay under each section is - the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the **Schedule** at the time of the **Damage**

(b) in respect of the insurance under Section 1B - at the time of the **Damage** there shall be in force an insurance covering **Your** interest in the property at the **Premises** against such **Damage** and that

(i) payment shall have been made or liability admitted therefor or

(ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

Section 2: Liabilities

2A: Employers' Liability

Bodily Injury to any of **Your Employees** arising out of and in the course of their employment or engagement by **You**

2B: Public Liability

accidental **Bodily Injury** to any person and/or accidental loss of or damage to **Property**

2C: Products Liability

accidental **Bodily Injury** to any person and/or accidental loss of or damage to **Property** caused by **Goods** when **We** will pay for

(a) all sums which **You** become legally liable to pay as damages and which arise in connection with the **Business**

(b) **Costs**

provided that

(a) under Sections 2A and 2B - the most **We** will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the **Schedule** irrespective of the number of claims or claimants

(b) under Section 2C - the most **We** will pay is the limit of indemnity stated in the **Schedule** in respect of any one **Period of Insurance**

Exclusions

This section does not cover

1. the amount of any **Deductible**

2. property more specifically insured elsewhere

3. **Damage** or **Consequential Loss** caused by

(a) (i) faulty or defective materials or workmanship inherent vice latent defect gradual deterioration change in water table level wear and tear or frost

(ii) explosion as a result of the bursting

(a) in respect of Section 1A of a boiler (not used for domestic purposes only) other vessel machine or apparatus

(b) in respect of Section 1B of any vessel machine or apparatus (not being a boiler or economiser on the **Premises**)

in which internal pressure is due to steam only and belonging to or under **Your** control

(iii) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds but this shall not exclude subsequent **Damage** or **Consequential Loss** which itself results from a cause not otherwise excluded

(b) (i) collapse or cracking of **Buildings**

(ii) corrosion rust change in temperature dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination change in colour flavour texture or finish vermin insects marring or scratching but this shall not exclude such **Damage** or **Consequential Loss** if resulting from a cause which is not otherwise

excluded

(c) (i) acts of fraud or dishonesty by any **Employee**

(ii) disappearance unexplained or inventory shortage misfiling or misplacing of information

(iii) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage and or the failure of welds of boilers

(iv) mechanical or electrical breakdown and/or derangement of machinery or equipment

(v) in respect of Section 1B only **Consequential Loss** resulting from **Damage** caused by the deliberate act of a supply authority in withholding the supply of water gas electricity fuel or telecommunication services but this shall not exclude

(a) such **Damage** or **Consequential Loss** if resulting from a cause

(b) subsequent **Damage** or **Consequential Loss** resulting excluded from an ensuing cause

(d) (i) subsidence or ground heave of any part of the site on which the property stands or landslip

(a) to yards forecourts car parks roads pavements walls gates and fences unless also affecting the structure or other parts of the **Buildings** insured by this section

(b) resulting from the settlement or movement of made-up ground or by coastal or river erosion

(c) occurring while the property insured or any part thereof is in course of erection or undergoing demolition structural alteration or structural repair

(d) which originated prior to the inception of this cover

(ii) normal settlement or bedding down of structures

(iii) wind rain hail sleet snow flood or dust to moveable property in the open or fences and gates

4. Damage to

(a) property as a result of its undergoing any process

(b) property in transit (except as insured by Section 1D of the policy) or any resulting **Consequential Loss**

5. in respect of Sections 1B and 1C only losses resulting from erasure or distortion of information on computer systems or other records

(a) due to a deliberate act of misuse or contamination of any computer system including programs and data executed through accessing the system except for an amount not exceeding £100,000 in any one **Period of Insurance**

(b) due to the presence of a magnetic flux

6. unless such items are specifically mentioned as insured **Damage** to

(a) vehicles licensed for road use (including accessories thereon) railway locomotives and/or rolling stock watercraft or aircraft

(b) caravans or trailers whilst in use away from the **Premises**

(c) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than work at **Your** own **Premises** with a contract value of less than £250,000

(d) land and excavations

(e) livestock growing crops or trees other than by fire lightning aircraft or explosion

(f) jewellery watches precious stones precious metals bullion furs curiosities works of art or rare books or any resulting **Consequential Loss**

Which is not

otherwise excluded }

7. Damage or Consequential Loss

- (a) caused by freezing escape of water from any tank apparatus or pipe
 - (b) caused (other than by fire or explosion) by theft attempted theft or malicious persons not acting on behalf of or in connection with any political organisation
- in respect of any **Buildings** empty or not in use

8. Damage or Consequential Loss directly or indirectly resulting from

- (a) ionising radiations or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component thereof

9. (a) in respect of Sections 1A and 1D only **Damage** caused by **Pollution** but this shall not exclude **Damage** to the property insured not otherwise excluded caused by

(i) **Pollution** which results from a **Defined Peril**

(ii) a **Defined Peril** which results from **Pollution**

(b) in respect of Sections 1B and 1C only loss resulting from **Pollution** but this shall not exclude loss resulting from **Damage** to property used by **You** at the **Premises** for the purpose of the **Business** not otherwise excluded caused by

(i) **Pollution** at the **Premises** which results from a **Defined Peril**

(ii) a **Defined Peril** which results from **Pollution**

Section 1A: Material Damage

The **Schedule** shows if this section is operative

Settlement of Claims

Buildings Contents and Other Possessions

1. **We** will pay for the reinstatement of the property destroyed or damaged subject to the following

SPECIAL CONDITIONS

Reinstatement means

(a) the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out

(i) in any manner suitable to **Your** requirements

(ii) upon another site

(b) the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

(1) At the inception of each **Period of Insurance You** must notify **Us** of the replacement value of the property insured by each item

In the absence of such declaration the last amount declared by **You** shall be taken as the replacement value for the ensuing **Period of Insurance**

(2) **Our** liability for the repair or restoration of property damaged in part only is limited to the amount which would have been payable had such property been wholly destroyed

(3) No payment beyond the amount which would have been payable in the absence of this clause shall be made

(a) unless reinstatement commences and proceeds without unreasonable delay

(b) until the cost of reinstatement has been incurred

(c) if the property insured at the time of any **Damage** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement

(4) All other provisions of the policy shall apply

(a) in respect of any claim payable under the provisions of this clause except insofar as they are varied hereby

(b) where claims are payable as if this clause had not been incorporated except that the maximum payable for any item shall be the sum insured shown in the **Schedule**

Stock

We will pay the value of the **Stock** at the time of the **Damage** or at **Our** option reinstate or replace such **Stock** or any part of it provided that **Our** liability shall not exceed the sum insured stated in the **Schedule**

Property at Exhibitions

We will pay the value of exhibits at the time of **Damage** including the stand its furnishings and equipment belonging to **You** or for which **You** are or deem yourselves responsible whilst such property is at any exhibition or in transit to or from any exhibition including loading temporary housing en route and unloading all within the **United Kingdom** or Ireland. The most **We** will pay is the sum insured stated in the **Schedule**

Deterioration of Film Stock

We will pay the value at the time of **Damage** to perishable items of **Film Stock** in refrigeration cabinets or compartments caused by deterioration or putrefaction due to

(a) rise or fall in temperature as a result of breakdown stoppage or failure from any inherent cause of the said appliance (notwithstanding the terms of Exclusion 3. (b) (ii) of this section insofar as they apply)

(b) action of refrigerant fumes escaping from the said appliance

(c) loss of refrigerant

(d) failure to the mains supply of electricity and/or gas due to any cause not following

(i) the deliberate act of the supply authority or

(ii) the exercise of such authority of its power to withhold or restrict supply

for an amount not exceeding £2,000 any one claim

Money

We will pay the value of the **Money** at the time of the **Damage** but limited to the sums insured stated in the **Schedule** and provided that

(a) **Damage** occurs within the **United Kingdom**

(b) if the office room or area in which the safe or strongroom containing **Money** is situated becomes unattended

(i) the safe or strongroom is securely locked and

(ii) all keys to the safe/strongroom are removed from the office room or area concerned or kept on **Your** person or with an authorised **Employee**

(c) **You** keep a complete account of **Money** in transit and on the **Premises** and deposit such record in a secure place other than a safe or strongroom containing **Money**

SPECIAL CONDITIONS

(1) Any **Money** (other than **Non-Negotiable Money**) being carried must be accompanied by able-bodied persons age between 16 and 70 years in accordance with the following

£0 £3,000 1 person

£3,001 £6,000 2 persons

£6,001 £10,000 3 persons

Over £10,000 As agreed in writing by **Us**

(2) **We** will also pay for

(a) the cost of repair or replacement (whichever is the lower) for **Damage** to safes strongrooms security cases or other receptacles for **Money**

(b) additional charges made by computer bureaux for rerunning payroll and/or the additional costs of making up wage packets following **Damage**

(3) We will not be liable for

(a) loss from any unattended vehicle or from any gaming or amusement machine

(b) **Damage** arising from

(i) fraud or dishonesty of an **Employee** not discovered within 30 days of the act

(ii) currency fluctuations depreciation in value or failure to honour the obligations of the issuer

Extensions

1. Additional Interests

The interest of parties supplying property to **You** under a hiring leasing or similar agreement is noted in this insurance. The nature and extent of any interest must be disclosed by **You** in the event of **Damage**. **We** will normally pay the legal owner in respect of **Damage** to their property

2. Automatic Reinstatement

The sum insured will not be reduced by the amount of any claim payable under this section provided that **You** pay if required by **Us** an appropriate additional premium from the date of the **Damage** giving rise to the claim

3. Capital Additions

The insurance by this section shall extend to cover

(a) any newly acquired **Buildings** or **Other Possessions** in the **United Kingdom** insofar as the same are not otherwise insured and

(b) alterations additions and improvements to **Buildings** or **Other Possessions** but not in respect of any appreciation in value

during the current **Period of Insurance** at any of the **Premises** insured provided that

(i) at any one situation this cover shall not exceed 10% of the total sum insured on such property or £1,000,000 whichever is the less

(ii) **You** undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance retrospective to the date of the commencement of **Our** liability

(iii) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above

4. Capital Additions - **Photographic Equipment**

The insurance by this section shall extend to cover

(a) the cost of hiring suitable replacement **Photographic Equipment** following a claim, provided that the total amount payable shall not exceed £500

5. Consultants Fees

The sums insured on **Buildings** and **Other Possessions** include amounts for professional fees necessarily and reasonably incurred in the reinstatement of **Damage** insured hereby (but not such fees for the preparation of any claim). The most **We** will pay for the **Damage** (including such fees) is the sum insured by the relative item

6. Contracting Purchasers

In the event that **You** have contracted to sell the interest in the **Buildings** the contracting purchaser who completes the purchase shall have the benefit of the insurance by this section up to the date of completion if and insofar as the **Buildings** are not otherwise insured and without prejudice to **Our** rights and liabilities

7. Contract Price

Our liability shall be based on the contract price in respect of goods sold but not delivered for which **You** are responsible and which are subject to a sale contract which following **Damage** is cancelled by reason of its conditions

8. Customers Films

We will indemnify **You** for **Your** legal liability only to customers arising out of

(a) faulty or negligent development or printing of customers films

(b) non-receipt of processed films by customers as a result of misdirection or negligence by any person acting on **Your** behalf excluding loss caused by **Damage** to customers films by violent or external means whilst on **Your Premises** provided that

(i) in respect of **Damage** arising whilst in the course of transit or delivery by post **You** shall provide proof of collection or posting

(ii) the amount payable shall not exceed £250 any one claim

9. Debris Removal

Unless specifically insured by this section items relating to **Buildings Contents Other Possessions** and **Stock** extend to include reasonable costs and expenses necessarily incurred by **You** with **Our** consent in

(a) removing debris from

(b) clearance or repair of drains sewers or gutters of

(c) dismantling and/or demolishing

(d) shoring up or propping

the portion or portions of the property insured destroyed or damaged by any cause not excluded and excluding any costs or expenses

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

(ii) arising from **Pollution**

The most **We** will pay under this clause and this section in respect of any item shall in no case exceed its sum insured

10. Emergency Services

In the event of **Damage** to the **Premises** **We** will pay for the remedial costs incurred following **Damage** to any landscaped areas caused by any emergency service

11. Lock Replacement

The insurance by this section extends to cover costs incurred as a result of necessary replacement of locks following the loss of keys by theft from the **Premises** or from the homes of **Your** principals directors or authorised **Employees**. No cover applies for safe or strongroom keys left on the Premises overnight unless the **Premises** are in normal occupation 24 hours a day

12. Metered Fuel/Water

The insurance by this section extends to include the direct additional costs resulting from

- (a) accidental escape of metered water from tanks apparatus and pipes
- (b) unauthorised use of gas or electricity

but only to the extent that such loss is determined by measurement from water gas or electricity meters for which **You** are responsible

- (i) Limited to a maximum of £2,500

13. Non-Invalidation

The insurance provided by this Section will not be invalidated by any

- (a) act
- or
- (b) omission
- or
- (c) alteration

either unknown to **You** or beyond **Your** control which increases the risk of Damage.

However, **You** must

- (e) notify **Us** immediately **You** become aware of any such act, omission or alteration and
- (f) pay any additional premium required

14. Property At Other Premises

The insurance by this section relating to **Other Possessions** and **Stock** extends to include such property whilst in or at the premises of another for temporary purposes including whilst in transit by road rail or inland waterway and temporary housing en route to and from such premises all in the **United Kingdom** or Ireland but excluding any property at exhibitions

15. Personal Assault (only applicable if **Money** is insured)

If **You** or any **Employee** between the ages of 16 and 70 shall sustain **Bodily Injury** by violent external and visible means arising from malicious attack or assault by any person committing robbery or attempt thereof then **We** will pay **You** or **Your** legal personal representative the sum or sums set out in the following Table of Benefits

Table of Benefits

- (1) Death £25,000

- (2) Total loss of a limb or limb(s) and/or total and irrecoverable loss of all £25,000
sight of an eye or eyes

- (3) Permanent total inability to attend to any occupation or business £25,000

- (4) Temporary total inability to attend to the usual occupation or business The normal weekly wage/salary not exceeding £250 per week of inability

Provided always that

- (i) loss of limb shall mean total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg

- (ii) the most **We** will pay under Benefit (4) is for 104 weeks in respect of any one accident

- (iii) benefit will only be payable provided death or loss occurs or disablement commences within twenty four months of the injury

- (iv) if while Benefit (4) is payable **We** are satisfied that the inability is permanent Benefit (3) shall become payable instead of Benefit (4)

We shall not otherwise be liable to pay more than one Benefit in respect of the same accident

- (v) in no case shall more than one Benefit be payable in respect of the same period of time

- (vi) no Benefit shall be payable until the entire amount thereof has been ascertained and agreed

If **You** or any **Employee** as a result of malicious attack or assault or attempt thereof as defined above shall sustain

Damage to clothing or personal effects **We** will indemnify **You** to the extent of that **Damage**

16. Public Authorities

Where following **Damage** **We** pay for the reinstatement of **Buildings** and/or **Contents** allowance will be made in the settlement of claims for costs incurred by **You** solely to comply with European Community legislation or government or local authority regulations excluding

- (i) costs for complying with regulations notified before the **Damage** occurred
- (ii) the amount of any charge or assessment arising out of capital appreciation payable by reason of compliance with such regulations

17. Subrogation Waiver

In the event of a claim arising under this Section, **We** agree to waive any rights, remedies or relief to which **We** may be entitled by subrogation against

- (1) any company whose relationship to **You** is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which **You** are a subsidiary

18. Tenants

In the event of the **Premises** being occupied by **Your** tenants or co-tenants this section will not be prejudiced by any act or omission or default by them

19. Theft from Vehicles

The insurance by this section extends to include **Damage to Contents** whilst in a vehicle but excluding theft or attempted theft from any vehicle, whilst the vehicle is left unattended by the driver and mate unless all windows doors and other means of access are fully closed fastened and where possible locked and all keys including the ignition and starting keys are removed from the vehicle to a place of safety and all **Contents** are effectively secreted from public view theft or attempted theft from any vehicle whilst left between the end of **Your** working day and the start of Your next working day (other than for temporary stops in course of a journey).

The most **We** will pay in respect of any one claim is the sum insured stated in the **Schedule**

20. Trace and Access

In the event of **Damage** resulting from escape of water **We** will pay for the reasonable costs incurred in locating the source of the **Damage** and making good

21. Unwitting Handling of Stolen **Photographic Equipment**

If **Photographic Equipment** insured by this section which has been purchased in good faith is subsequently found to have been stolen and as such is returned to the legal owner or surrendered to the relevant police authority **We** will indemnify **You** for the cost of purchasing replacement **Photographic Equipment** provided that

- **You** shall provide **Us** with full documentary evidence of the original purchase of such **Photographic Equipment** in support of any claim and that such purchase shall have been made from a VAT registered trader
- the amount payable shall not exceed £500 any one claim

22. Workmen

Workmen are allowed to work in the **Buildings** for the purpose of effecting any repairs and/or minor additions and alterations and/or decorations without prejudice to this insurance provided that **You** continue to take all reasonable care for the safety and protection of property insured and that no change or alteration shall be made to any alarm system or other protective device without **Our** consent

23. X - Ray Scanning

We will indemnify **You** against **Damage** to

- unprocessed film arising out of the operation of scanning devices by airport security personnel
- loss of fees and additional expenses
- loss occurring whilst anywhere **Worldwide**
- Limited to a maximum of £500

excluding **Damage** resulting from fogging or other defect in the film not directly attributable to the scanning operation

24. Processing Loss

We will indemnify **You** against:

- Damage to all films, negatives, prints, archive library and display material arising from faulty or negligent developing, processing or printing.
- non receipt of processed or developed films as a result of misdirection or negligence
- Limited to a maximum of £5,000

25. Damage resulting in reshoot costs

We will indemnify **You** against:

- All production costs and expenses attributable to a shoot and the cost of reproduction of **Photographic Work** required, which results from **Damage** to exposed **Film Negatives** positives, prints, **digital disks, memory cards, and or computer hardware**, which is the property of the **Insured** or for which you are responsible.

• Subject to reasonable precautions being taken to back up the data.

• Limited to a maximum of £20,000

• Cover is not operative in respect of **Damage** caused:

• Directly or indirectly by faulty new film stock unless **You** have proof that such stock was obtained from a supplier normally engaged in the provision of raw stock

• That faulty raw stock was used by **You** during the period recommended by the Manufacturer

• **Damage** resulting from errors of judgement in exposure, lighting or sound recording or from the use of the incorrect type of raw film stock

• As stated by the limits in the **Schedule** and within the **Geographical** Limits as stated in the **Policy**

26. Archived Records

We will indemnify **You** against **Damage to Your** collection of **Transparencies**, Negatives, Prints and Disks.

- Either complete or in the process of completion.
- All belonging to **You** or for which **You** are responsible.
- For the value of materials together with the cost of replacement
- Occurring whilst at any premises used by **You** for the purpose of restoring archived material
- Subject to weekly back-up protection
- Limited to a maximum of £7,500

Cover is not operative:

- For the value to **You** and the information contained therein.
- Cover whilst in the custody of a third party

27. Reinstatement of Data

In the event of **Damage** to computer records caused by a Defined Peril and/or **Data corruption** within the

Geographical Limits. We will:

- pay the value of computer records at the time of **Damage** and/ or **Data Corruption**, or reasonable charges incurred in reinstating lost data up to but not exceeding £2,500 any one loss.
- subject to weekly back-up protection

Conditions

1. Average (underinsurance)

If at the time of the happening of any **Damage** to the property insured by any item (other than those applying solely to fees rent removal of debris or private dwelling houses) the sum insured by that item is less than the total value of the property to which it applies **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Damage** accordingly

2. Fire Protection

- (a) All fire protection equipment on **Your Premises** must be
 - (i) installed in accordance with manufacturers' specifications
 - (ii) in full and efficient working order at all times and serviced under an approved maintenance contract
 - (b) **You** must inform **Us** immediately if
 - (i) **You** discontinue using any fire alarm or automatic sprinkler installation
 - (ii) water supplies used for sprinklers are turned off
 - (iii) there are alterations to any sprinkler installation or **Your Buildings** which may affect the installation
- Breach of this condition shall only invalidate claims in respect of **Damage** by fire to property insured at the **Premises** at which the breach of condition has occurred

3. Security Requirements

- (a) Any intruder alarm system required by **Us** must be
 - (i) installed in accordance with the manufacturer's schedule agreed by **Us**
 - (ii) in full and efficient working order at all times and serviced under an approved maintenance contract
 - (iii) tested and set whenever the alarmed portion of the **Premises** is closed for **Business** or not attended by **You** or any person authorised by **You** to be responsible for the security of the **Premises**
 - (b) Any other additional protection required by **Us** must be fitted in accordance with its requirement and together with all other devices for the protection of the property must be kept in good order and put into full effective operation when the **Premises** are closed for **Business** to customers or callers or are unattended
 - (c) All keys including duplicate keys relative to the security of the **Premises** must be removed from the secured **Premises** whenever they are closed for **Business** or left unattended
 - (d) **You** must advise **Us** immediately of any notice from the police or a security organisation that intruder alarm system signals will be disregarded where the system is required by **Us**
 - (e) All Cameras and lenses must be contained in security cabinets or safes or strongrooms where advised by **us** with the locking devices in operation whenever the **Premises** are left unoccupied except
 - (i) such cameras and lenses set up for use on the following day subject to a total limit of £2,500
 - (ii) bodies of studio (large format) cameras and accessories (excluding lenses) up to a total limit of £7,500
- Breach of this condition shall only invalidate claims in respect of theft or attempted theft of property whilst contained in the **Premises** at which the breach of condition has occurred

4. Minimum Security

It is a condition precedent to **Insurer's** liability in respect of **Damage** occurring more than 30 days after the inception of the policy that

- (1) Final exit doors are secured as follows
 - (a) timber doors - by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
 - (b) aluminium 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
 - When the **Premises** are closed for business all locks fitted to final exit doors must be put into effect
 - (2) All other external doors and internal doors leading to common areas or other premises are 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 rooflights accessible from the ground or via roofs, pipework or other structures are secured by key Operated locking devices or screwed permanently shut
 - (4) Any security measures stipulated or agreed by **Us** in writing
- Any door or window officially designated a fire exit by responsible person is excluded from these requirements

5. Unoccupied Premises

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

You must

- (a) carry out internal and external inspections of the buildings at least every 7 days
 - maintain a weekly log of such inspections
 - as soon as possible, repair or arrange to be repaired, any defects found
 - carry out a monthly management check of the weekly inspections log
 - (b) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The **Premises**
 - (c) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings
 - (d) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves
- however, where the buildings are protected by an intruder Alarm System, **You** must provide sufficient power

to operate the system

Section 1B: Business Interruption

The **Schedule** shows if this section is operative

Definition

For Section 1B only the following definitions apply

Estimated Revenue

The amount declared by You as representing the anticipated **Revenue** which will be earned during the financial year most nearly concurrent with the relevant **Period of Insurance** (proportionately adjusted where the Indemnity Period exceeds 12 months)

Gross Rentals

The amount of the actual annual **Rent** at the commencement of the **Period of Insurance** or the annual **Rent** following any rent review during the **Period of Insurance** (proportionately adjusted where the Indemnity Period exceeds 12 months)

Rent

The money paid or payable to **You** for accommodation provided and related services rendered at the **Premises**. If the **Premises** are untenanted the **Rent** will be deemed to be the money estimated to be paid or payable once the **Premises** are let as evidenced by leases or negotiation or in the absence of such evidence based on money paid or payable in respect of similar property in the same locality as the **Premises**. Such estimation shall be determined by a competent professional valuer acceptable to both **You** and **Us**

Revenue

The money paid or payable to **You** in respect of work done and services rendered in the course of the **Business** at the **Premises**

Standard Revenue

The **Revenue** which would have been earned during the Indemnity Period had the **Incident** not occurred after account has been taken of the trends of the **Business** and variations or other circumstances affecting the **Business** either before or after the Incident or which would have affected the **Business** had the Incident not occurred

Settlement of claims

The **Schedule** will indicate which Basis of Cover is in force

1. Basis of Cover - **Revenue**

In the event of **Consequential Loss We** will pay for

(a) Reduction in **Revenue**

the amount by which the **Revenue** during the Indemnity Period shall in consequence of the Incident fall short of the **Standard Revenue**

LESS any sum saved during the Indemnity Period in respect of the charges and expenses of the **Business** payable out of **Revenue** as may cease or be reduced in consequence of the Incident

(b) Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction on **Revenue** which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Incident** but not exceeding the total amount of reduction in **Revenue** avoided by such expenditure

Special Conditions

(1) Indemnity Period means the period beginning with the occurrence of the **Incident** and ending not later than the number of months shown in the **Schedule** as the Maximum Indemnity Period

(2) Maximum Payable

The most **We** will pay in respect of any one claim 133.33% of the Estimated **Revenue** as stated in the **Schedule** subject to any limits stated otherwise in this section

(3) If **Revenue** from transparency library is also insured then such **Revenue** shall be excluded from this Basis of Cover

2. Basis of Cover - **Revenue** from transparency library

In the event of **Consequential Loss We** will pay for

(a) Reduction in **Revenue** from transparency library

the amount by which the **Revenue** from transparency library during the Indemnity Period shall in consequence of the Incident fall short of the **Standard Revenue** from transparency library

LESS any sum saved during the Indemnity Period in respect of the charges and expenses of the **Business** payable out of **Revenue** from transparency library as may cease or be reduced in consequence of the **Incident**

(b) Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction on **Revenue** from transparency library which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Incident** but not exceeding the total amount of reduction in **Revenue** from transparency library avoided by such expenditure

Special Conditions

(1) Indemnity Period means the period beginning with the occurrence of the **Incident** and ending not later than the number of months shown in the **Schedule** as the Maximum Indemnity Period

(2) Maximum Payable

The most **We** will pay in respect of any one claim is 133.33% of the **Estimated Revenue** as stated in the **Schedule** subject to any limits stated otherwise in this section
(3) You must account for Revenue from transparency library separately from Revenue resulting from Your other activities

3. Basis of Cover - **Additional Increase in Cost of Working**

In the event of **Consequential Loss We** will pay for additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** during the indemnity period in consequence of the **incident** beyond that amount recoverable under paragraph (b)

Special Conditions

(1) Maximum Payable

The most **We** will pay in respect of any one claim is the sum insured stated in the **Schedule**

4. Basis of Cover - **Gross Rentals**

In the event of **Consequential Loss We** will pay for

(a) Reduction in **Gross Rentals**

the amount of the reduction in the **Rent** received or receivable by **You** during the Indemnity Period solely as a consequence of the **Incident**

LESS any sum saved during the Indemnity Period in respect of the charges and expenses of the **Business** as may cease or be reduced in consequence of the **Incident**

(b) Increased Landlord's Costs

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction on **Gross Rentals** which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Incident** but not exceeding the reduction in **Gross Rentals** avoided by such expenditure

(c) Reletting Costs

the costs necessarily and reasonably incurred during the Indemnity Period in reletting the **Premises** (including legal fees in connection with the reletting but excluding any legal fees or other charges associated with reletting which are payable by the new tenant) solely in consequence of the **Incident**

Special Conditions

(1) Indemnity Period means

(a) for occupied **Premises**

the period beginning with the occurrence of the **Incident** and ending not later than the number of months shown in the **Schedule** as the Maximum Indemnity Period

(b) for unoccupied **Premises**

the period beginning with the date upon which but for the **Incident Gross Rentals** would have begun to be payable to **You** and ending not later than the number of months shown in the **Schedule** as the Maximum Indemnity Period

(2) Maximum Payable

The most **We** will pay in respect of any one claim is the sum insured stated in the **Schedule**

Extensions

1. Accountants

We will pay for the reasonable charges payable by **You** to professional accountants for producing details or evidence as may be required by Us

2. Alternative Trading

If during the Indemnity Period goods are sold or services are rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services will be brought into account in arriving at the **Revenue** during the Indemnity Period
If following an **Incident You** hold a salvage sale any **Revenue** obtained shall be taken into account in settlement of any claim in respect of that **Incident**

3. Automatic Reinstatement

The sum insured will not be reduced by the amount of any claim payable under this section provided that **You** pay if required by **Us** appropriate additional premium from the date of the **Incident** giving rise to the claim

4. Subrogation Waiver

In the event of a claim arising under this section **We** agree to waive any rights remedies or relief to which **We** might become entitled by subrogation against any company standing in the relation of holding subsidiary or fellow subsidiary to **You** in each case as defined by current legislation

The following Optional Extensions only apply if shown in the **Schedule**

5. Extension of **Premises**

Consequential Loss at the undernoted situations (if shown as operative in the **Schedule**) shall be deemed to be **Consequential Loss** resulting from **Damage** to property used by **You** at the **Premises** provided that after the application of all provisions of the section **Our** liability in respect of any one Incident shall not exceed the amount shown as the limit in the **Schedule**

(a) Property in the Vicinity

Property in the vicinity of the **Premises Damage** to which shall prevent or hinder the use of the **Premises** or access thereto whether the **Premises** or property belonging to **You** shall be damaged or not

(b) Public Utilities

Failure of the **Gas, Water or Electricity** supply to the **PREMISES** provided such failure lasts for more than 1 hour at any one time but excluding failure caused by **Industrial Dispute** or the deliberate act of the **Supply Authority**

Section 1C: Book Debts

The **Schedule** shows if this section is operative

Settlement of claims

In the event of **Damage We** will pay in respect of loss of **Book Debts**

(a) the difference between

(i) outstanding debit balances and

(ii) the total of amounts received or traced in respect thereof

(b) the additional expenditure incurred with **Our** previous consent in tracing establishing and collecting customers' debit balances after the **Damage**

(c) interest charges on any loan to offset impaired collections pending repayment of such sums

(d) the amount of expense which is reasonably incurred in re-establishing records of accounts receivable and all other records accounts documents statements reports working papers plans designs manuscripts business books computer systems records and the like

Special Conditions

(1) Maximum Payable

The most **We** will pay in respect of any one claim is the sum insured stated in the **Schedule**

Extensions

1. Accountants

We will pay for the reasonable charges payable by **You** to professional accountants for producing details or evidence as may be required by **Us**

2. Automatic Reinstatement

The sum insured will not be reduced by the amount of any claim payable under this section provided that **You** pay if required by **Us** an appropriate additional premium from the date of the **Damage** giving rise to a claim

3. Extension of **Premises**

The cover by this section is extended to apply to such books of account business books or records whilst at any of **Your** offices and any data processing bureau any other premises used for storage or in transit anywhere in the **United Kingdom**

Section 1D: Goods In Transit

The **Schedule** shows if this section is operative

EXCLUSIONS

For Section 1D only the following additional exclusions apply

This section does not cover **Damage**

1. to **Money**

2. due to delay loss of market faulty or inadequate packaging or addressing or other consequential loss of any kind

3. due to theft or attempted theft from any vehicle or any unexplained shortage of **Goods in Transit** whilst the vehicle is left unattended by the driver and mate unless

(a) all windows doors and other means of access are fully closed fastened and where possible locked and all keys including the ignition and starting keys are removed from the vehicle to a place of safety and all

Goods in Transit are effectively secreted from public view

(b) whilst left between the end of **Your** working day and the start of **Your** next working day (other than for temporary stops in course of a journey) the vehicle is parked inside

(i) a securely enclosed building or vehicle compound with an attendant continuously on duty
or

(ii) a securely locked building of substantial construction all keys of which have been removed to a place of safety or

(iii) a securely enclosed and locked vehicle compound all keys of which have been removed to a place of safety

Settlement Of Claims

We will pay for the value of the **Goods in Transit** at the time of **Damage** or at **Our** option reinstate or replace the **Goods in Transit** or any part of them provided that if at the time of the **Damage** the total value of the **Goods in Transit** in or upon any vehicle or in any package or consignment exceeds the relevant limit of liability in the **Schedule** then **You** shall be considered as being Your own insurer for the difference and shall bear a rateable share of the **Damage** accordingly

Special Conditions

Settlement Of Claims

(1) Maximum Payable

The most **We** will pay in respect of any one claim is the sum insured stated in the **Schedule**

(2) Co-insurance

Where the value of **Goods in Transit** at the time of **Damage** exceeds £5,000 **You** will be responsible for 25% of the amount of the claim unless the vehicle has been fitted with an approved immobiliser and alarm which is in full and effective operation

Extensions

1. Where **Goods in Transit** are carried by vehicles owned or operated by **You We** will also pay for

(a) additional expenses reasonably incurred in

(i) the transfer of **Goods in Transit** to another vehicle and the delivery to its place of despatch necessitated by fire collision or overturning of the carrying vehicle

(ii) the reloading onto the carrying vehicle of **Goods in Transit** which have fallen from such vehicle

(iii) the removal of debris and site clearance consequent upon **Damage** to the **Goods in Transit**

(b) **Damage** to clothing or personal effects belonging to **You** or an **Employee** resulting from an accident to the carrying vehicle

(c) **Damage** to tarpaulins sheets ropes securing chains packing materials dunnage and toggles owned by **You** or in **Your** charge or control

This section covers **Your** liability to others for loss damage or injury as specified in each sub-section

Exclusions

This section will not indemnify **You**

1. against any liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement

2. against liability for

(a) punitive exemplary aggravated or restitutionary damages

(b) multiple damages but this exception shall not apply in respect of the original award of damages made prior to the application of the multiplier

(c) any fine or penalty

3. under Section 2B or Section 2C against liability

(a) in respect of **Bodily Injury** to any **Employee** which arises out of and in the course of their employment or engagement by **You**

- (b) in respect of loss of or damage to **Goods**
- (c) for any costs or expenses incurred in repairing replacing recalling or making any refund in respect of **Goods**
- (d) in respect of **Pollution**

(e) in respect of

- (i) exposure to
 - (ii) inhalation of
 - (iii) fears of the consequences of exposure to or inhalation of
 - (iv) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing(including those under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos
4. against any liability which is more specifically insured elsewhere

Section 2A: Employers' Liability

The **Schedule** shows if this section is operative

Exclusions

For Section 2A only the following additional exclusions apply

This section will not indemnify **You**

1. in respect of **Bodily Injury** to an **Employee** if at the relevant time the **Employee** is
 - (a) travelling as a passenger in or on a motor vehicle
 - (b) entering getting on to or alighting from a vehiclein circumstances where compulsory insurance or security in respect of the vehicle is required by relevant road traffic legislation (or would be required but for specific statutory exception applicable to **You**) and such **Employee** is not acting in the capacity of the driver of the vehicle
2. against liability arising **Offshore**

Settlement of claims

If **Bodily Injury** is caused during the **Period of Insurance** to any of **Your Employees** arising out of and in the course of their employment or engagement by **You**

(a) in the **United Kingdom** or

(b) whilst temporarily outside the United Kingdom provided that the **Employee** is ordinarily resident in the **United Kingdom**

We will pay for

(i) all sums which **You** become legally liable to pay as damages and which arise in connection with the **Business**

(ii) **Costs**

Special Conditions

(1) Maximum Payable

The most **We** will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the **Schedule** irrespective of the number of claims or claimants and inclusive of **Costs**

(2) Rights of Recovery

The indemnity provided under Section 2A is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to employees in the **United Kingdom** may require but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law

Extensions

1. Unsatisfied Courts Judgement

In the event of a judgement for damages

(a) being obtained in the first instance under the jurisdiction of a court in the **United Kingdom**

(b) by any **Employee** or the personal representatives of any **Employee**

(c) in respect of **Bodily Injury** arising out of and in the course of the Employee's employment or engagement by **You**

at **Your** request **We** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any damages or awarded costs to the extent that they remain unsatisfied

Provided that

(i) there is no appeal outstanding

(ii) the judgement relates to **Bodily Injury** which would otherwise be insured by Section 2A

(iii) any payment made by **Us** shall only be in respect of liability for which **You** would have been entitled to indemnity under Section 2A if the judgement had been made against **You**

(iv) **We** will be entitled to take over and prosecute for **Our** own benefit any claim against any other party and **You** the **Employee** or the personal representatives of the **Employee** shall give all information and assistance required

Section 2B: Public Liability

The **Schedule** shows if this section is operative

Exclusions

For Section 2B only the following additional exclusions apply

This section will not indemnify **You** against liability

1. for loss of or damage to **Property** belonging to **You** or in **Your** custody or control or of any **Employee** other than

(a) **Property** belonging to an **Employee** or visitor

(b) any premises including contents (not being premises leased to **You**) which are temporarily occupied by **You** for the purpose of carrying out work in or to such premises

2. arising from the ownership possession or use under **Your** control or of any **Employee** of **Yours** of

(a) any mechanically propelled vehicle

However this part of this exception shall not apply in respect of **Bodily Injury** or loss of or damage to **Property** arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and **You** are not entitled to indemnity under any other insurance or indemnity

(b) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)

3. caused by any **Goods** after they have ceased to be in **Your** custody or control other than food or drink for consumption on **Your Premises**

4. caused by or arising from

(a) advice design or schedule given for a fee

(b) professional services rendered

by **You** or on **Your** behalf

Settlement Of Claims

In the event of accidental **Bodily Injury** happening during the **Period of Insurance** to any person and/or accidental loss of or damage to **Property**

(a) in the **United Kingdom** and offshore installations within the continental shelf around the **United Kingdom**

(b) elsewhere in Europe but only in connection with the **Business** carried on by **You** at or from any premises situated in the **United Kingdom**

(c) elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual **Employees** ordinarily resident in the **United Kingdom**

We will pay for

(i) all sums which **You** become legally liable to pay as damages and which arise in connection with the **Business**

(ii) **Costs**

Special Conditions

(1) Maximum Payable

The most **We** will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the **Schedule** irrespective of the number of claims or claimants and inclusive of **Costs**

Extensions

1. Defective Premises

We will indemnify **You** against legal liability in respect of **Bodily Injury** or loss of or damage to **Property** arising in respect of any premises disposed of by **You**

However this indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing replacing or making any refund in respect of any such premises

2. Leased Premises

We will indemnify **You** against legal liability for loss of or damage to premises or fixtures or fittings thereof which are leased to **You**

However this indemnity shall not apply in respect of liability for

(a) loss of or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such agreement

(b) the first £250 of such loss or damage caused otherwise than by fire or explosion

3. Non-Owned Vehicles Used in the **Business**

We will indemnify **You** in respect of legal liability for **Bodily Injury** and loss of or damage to **Property** arising out of the use of any motor vehicle which is neither the property of nor provided by **You** being used in connection with the **Business**

However this indemnity shall not apply in respect of

(a) loss of or damage to any such vehicle

(b) **Bodily Injury** or loss of or damage to **Property** while such vehicle is being driven

(i) by **You** or

(ii) with the general consent of **You** or of **Your** representative by any person who to the knowledge of **You** or **Your** representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

(c) liability arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation

(d) a vehicle being used outside the **United Kingdom**

4. North American Public Liability

We will indemnify **You** against legal liability in respect of **Bodily Injury** or loss of or damage to **Property** happening anywhere within the United States of America or Canada but only in connection with the **Business** carried out by **You** at or from **Your Premises** within the **United Kingdom** and provided that **We** will not indemnify **You** against liability in respect of Pollution

5. Obstruction and Loss of Amenities etc

We will indemnify **You** against legal liability in respect of accidental obstruction loss of amenities trespass nuisance or interference with any right of way light air or water

6. Car-Parks

Notwithstanding Exclusion 2.(a) of this section **We** will indemnify **You** in respect of legal liability for loss of or damage to any motor vehicle its contents or accessories whilst such vehicle is in or on any car-park owned or operated by **You** in the course of the **Business**

Provided that

(a) such motor vehicle its contents or accessories are neither owned hired nor borrowed by or on behalf of **You**

(b) the indemnity granted shall not apply to the first £100 of damages costs or expenses for loss of or damage to any one motor vehicle its contents or accessories and **You** will be responsible for such amount and reimburse **Us** for sums which **We** shall pay in respect thereof

(c) the most **We** will pay for all sums payable by **You** is £50,000 in respect of any one motor vehicle its contents or accessories

7. Cloakrooms

Notwithstanding Exclusion 1.(a) of this section **We** will indemnify **You** in respect of legal liability for loss of or damage to **Property** deposited in any cloakroom owned or operated by **You** in the course of the **Business**

Provided that

(a) such **Property** is neither owned hired nor borrowed by **You** or on **Your** behalf

(b) the most **We** will pay for all sums payable by **You** is £1,000 in respect of any one article

Section 2C: Products Liability

The **Schedule** shows if this section is operative

Exclusions

For Section 2C only the following additional exclusions apply

This section will not indemnify **You** against liability caused by or in connection with any **Goods** which

1. to **Your** knowledge are sold supplied erected repaired altered treated or installed by **You** in or for delivery or use in the United States of America or Canada

2. are sold supplied erected repaired altered treated or installed in or for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes

3. are in **Your** custody or control

Settlement Of Claims

In the event of accidental **Bodily Injury** happening during the **Period of Insurance** to any person and/or accidental loss of or damage to **Property** happening anywhere in the world and caused by any **Goods**

We will pay for

(i) all sums which **You** become legally liable to pay as damages and which arise in connection with the **Business**

(ii) **Costs**

Special Conditions

(1) Maximum Payable

The most **We** will pay in respect of any one **Inner Period** is the limit of indemnity stated in the **Schedule**

inclusive of **Costs**

Extensions to Section 2: Liabilities

1. Contractual Liability and Indemnity to Principal

Notwithstanding the provisions of Exclusion 1. to this section **We** will indemnify **You** against liability in respect of **Bodily Injury** or loss of or damage to **Property** as follows

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will indemnify **You** against liability assumed by **You** and the Principal in like manner to **You** in respect of the liability of the Principal where liability arises out of the performance by **You** of such contract or agreement

Provided that

(a) the conduct and control of claims is vested in **Us**

(b) the Principal shall observe fulfil and be subject to the terms of this section so far as they can apply

(c) the indemnity shall not apply in respect of liquidated damages or under any penalty clause

(d) the indemnity granted under Section 2A shall only apply in respect of liability to any person who is an

Employee

(e) where indemnity is granted to any Principal **We** will treat each Principal and **You** as though a separate policy had been issued to each of them

(f) nothing in this extension shall increase **Our** liability to pay any amount in excess of the limit of indemnity under any sub-section

For the purpose of this extension Principal means the other party to a contract or agreement for which **You** are undertaking work or services or providing **Goods** where such party is responsible for setting out the terms of the contract or agreement

2. Cross Liabilities

If **Your** name in the **Schedule** comprises more than one party **We** will treat each party as though a separate policy had been issued to each of them however nothing in this extension shall increase **Our** liability to pay any amount in excess of the limit of indemnity under any sub-section

3. Sudden and Unintended **Pollution**

Notwithstanding the provisions of Exclusion 4.(e) of this section **We** will indemnify **You** under Section 2B or Section 2C against legal liability in respect of either **Bodily Injury** or loss of or damage to **Property** caused solely by **Pollution** which results from a sudden identifiable unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance**

Provided that

(a) all **Pollution** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place

(b) **We** will not indemnify **You** under this extension against any liability in respect of **Pollution** happening anywhere in the United States of America or Canada

(c) nothing in this extension shall increase **Our** liability to pay any amount in excess of the limit of indemnity under any sub-section

4. Costs in Addition

(a) the limit of indemnity under Section 2B and Section 2C is extended to cover **Costs** in addition to the maximum payable under each section

(b) this extension does not apply to any liability or **Costs** arising from or in relation to the United States of America or Canada. The limit of indemnity in relation to any such claims remains as set out in the

Schedule which is the maximum payable inclusive of all **Costs**

(c) where **We** exercise our discretion to pay to **You** or on **Your** behalf the limit of indemnity or lesser sum in

settlement of a claim **We** will pay **Costs** in addition
However where **Your** liability (prior to accounting for any Costs) exceeds the limit of indemnity applicable to either section **Our** liability for **Costs** is limited to a proportion of the total **Costs**. The proportion shall be that which the limit of indemnity as stated in the **Schedule** bears to **Your** total liability (prior to accounting for any **Costs**) for such claim

5. Deductible: Public Liability **Property** Damage

We will not indemnify **You** under Section 2B for the amount shown in the **Schedule** in respect of loss of or damage to **Property** and **You** shall reimburse **Us** for all sums which **We** pay in respect thereof

6. North American Products

Notwithstanding Exclusion 1. to Section 2C and subject to the limit of indemnity under that section not being increased

We will indemnify **You** under Section 2C against legal liability in respect of

(a) accidental **Bodily Injury** to any person or

(b) accidental loss of or damage to **Property**

happening anywhere within the United States of America or Canada

(i) during the **Period of Insurance** and

(ii) caused by any **Goods** which to **Your** knowledge are sold supplied erected repaired altered treated or installed by **You** in or for delivery or use in those territories

However **We** will not indemnify **You** against liability directly or indirectly caused by or contributed to by or arising from **Pollution**

Furthermore notwithstanding the provisions of Extension 1. to Section 2 (Contractual Liability and Indemnity to Principal) **We** will not indemnify **You** under this extension against liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement

Legal Expenses Policy

Policy Number: TS5 / 3460176

This insurance is provided by DAS Legal Expenses Insurance Company Limited.

This policy will cover the **insured person** in respect of any **insured incident** arising in connection with your business.

We agree to provide the insurance in this section as long as:

(a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and

(b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the territorial limit; and

(c) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this.

We will pay Compensation Awards that **we** have agreed to.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

Definitions and Interpretation Applicable to this section

1 **We, us, our** DAS Legal Expenses Insurance Company Limited.

2 The policyholder

As shown in the policy schedule.

3 Insured person

The **policyholder** and the **policyholder's** directors, partners, managers and employees.

4 Appointed representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this section.

5 Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of the **policyholder's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of the **policyholder's** self assessment and/or corporation tax return.

6 Aspect enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of the **policyholder's** self assessment and/or corporation tax return.

7 Date of occurrence

(1) For civil cases (other than **under insured incident - 7 Tax Protection**), the **date of occurrence** is when the cause of action first accrued.

(2) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

(3) For **full enquiries or aspect enquiries**, the **date of occurrence** is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

For Employers' Compliance and Value Added Tax disputes, the **date of occurrence** is when the relevant authority sends an assessment or written decision to the **policyholder**.

8 Costs and expenses

- Legal costs

All reasonable and necessary costs chargeable by the **appointed representative** on a standard basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays

Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the **appointed representative**.

- Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **appointed representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for.

The amount **we** will pay is based on the following:

- 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;
- if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the

insured person's yearly salary or wages;

• if the **insured person** works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.

10 Territorial limit

For insured incidents 2 Legal Defence (excluding 2(4)), and 6(b) Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For all other insured incidents

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

Insured incidents we will cover

1 Employment disputes and compensation awards

(a) Employment Disputes

We will defend the policyholder's legal rights:

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (3) in legal proceedings in respect of any dispute with
 - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
 - (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

- (1) Any claim in respect of damages for personal injury or loss of or damage to property.
- (2) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended by the Collective Redundancies and Transfer of Undertaking Regulations (Protection of Employment) (Amendment) Regulations 1999, or the Acquired Rights Directive 2001 and any amending legislation.

(b) Compensation Awards

We will pay:

- (1) any basic and compensatory award; and/or
- (2) an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **we** have accepted under **insured incident 1(a)**.

Provided that

- (1) In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute 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 advice from our legal advice service.
- (2) For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from our legal advice service since the date when **the policyholder** should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from our Claims Department prior to serving notice of redundancy.
- (4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by us.
- (5) The total of the compensation awards payable by us shall not exceed £1,000,000 in any one **period of insurance**.

What is not covered

- (1) Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (3) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.
- (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 or re-engagement order.

(c) Service Occupancy

We will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2 Legal Defence

At the **policyholder's** request

(1) We will defend **the insured person's** legal rights:

(a) prior to the issue of legal proceedings when dealing with the

- Police

- Health and Safety Executive and/or Local Authority Health and Safety Enforcement

Officer where it is alleged that **the insured person** has or may have committed a criminal offence; or

(b) following an event which leads to **the insured person** being prosecuted in a court of criminal jurisdiction; or

(c) if civil action is taken against **the insured person** for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against **the insured person** under section 13 of the Data Protection Act 1998.

(2) We will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

(3) We will defend **the insured person** (other than **the policyholder**) legal rights if:

(a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or

(b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.

(4) We will represent **the insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.

(5) We will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

(6) We will pay the attendance expenses of an **insured person** for jury service.

Provided that

(1) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies.

(2) At the time of the **insured incident**, **the policyholder** has registered with the Information Commissioner in respect of **insured incident** (1)(c).

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3 Property Protection And Bodily Injury

(a) Property Protection

We will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

(1) any event which causes or could cause physical damage to such material property; or

(2) any nuisance or trespass.

What is not covered

Any claim relating to the following:

(1) a contract entered into by **the policyholder**;

(2) goods in transit or goods lent or hired out;

(3) goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;

(4) mining subsidence;

(5) defending **the policyholder's** legal rights other than in defending a counter-claim;

(6) a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

(b) Bodily Injury

At **the policyholder's** request, we will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

(1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or

(2) defending an **insured person's** or their family members' legal rights other than in defending a counterclaim; or

(3) a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

4 TAX PROTECTION

(a) Full or Aspect Enquiries

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry**.

(b) Employers' Compliance

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security

Regulations following a review by HM Revenue & Customs.

(c) VAT Disputes

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

- (1) For all **insured incidents**, **the policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (2) **We** will not pay more than £2000 for aspect enquiries.

What is not covered

- (1) In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
- (2) Any **insured incident** arising from a tax avoidance scheme.
- (3) Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
- (4) Any **insured incident** arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Compliance Office.
- (4) Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

WHAT IS NOT COVERED BY THIS SECTION

1 Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.

2 **Costs and expenses** incurred before the written acceptance of a claim by **us**.

3 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1(b) Compensation Awards** and **2 Legal Defence**.

4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

5 Any claim relating to franchise rights, or agency rights where **the policyholder** has the legal capacity to alter the legal relations of another.

6 Any **insured incident** deliberately or intentionally caused by an **insured person**.

7 A dispute with **us** not otherwise dealt with under Condition 7.

8 Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.

9 An application for judicial review.

10 Any claim caused by, contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

11 Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed representative**.

12 When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

13 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

14 Any claim relating to any non-contracting party's right to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.

Conditions which apply to this section

1 An **insured person** must:

- (a) keep to the terms and conditions of this section;
- (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
- (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
- (d) try to prevent anything happening that may cause a claim;
- (e) send everything **we** ask for, in writing;
- (f) give **us** full details of any claim as soon as possible and give **us** any information **we** need.

2 (a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.

We can negotiate any claim on behalf of an **insured person**.

(b) If **we** agree to start legal proceedings and it becomes mandatory for an **insured person** to be represented by a lawyer, or if there is a conflict of interest, an **insured person** can choose an **appointed representative** by sending **us** the suitably qualified person's name and address.

We may choose not to accept the choice of representative, but only in exceptional circumstances.

If there is a disagreement over the choice of **appointed representative**, another suitably qualified person can be appointed to decide the matter.

(c) Before an **insured person** chooses a lawyer or an accountant, **we** can appoint an **appointed representative**.

(d) An **appointed representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.

(e) **We** will have direct contact with the **appointed representative**.

(f) An **insured person** must co-operate fully with **us** and with the **appointed representative** and must keep **us** up-to-date with the progress of the claim.

(g) An **insured person** must give the **appointed representative** any instructions that **we** require.

3 (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.

(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

(c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.

4 (a) If **we** ask, an **insured person** must tell the **appointed representative** to have costs and expenses taxed, assessed or audited.

(b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

5 If an **appointed representative** refuses to continue acting for an **insured person** or if an **insured person** dismisses an **appointed representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.

7 If **we** and an **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. We must both agree to this in writing. If **we** cannot agree with the **insured person** about the choice of the second suitably qualified person, **we** will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.

8 **We** may at **our** discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.

9 **We** can cancel this section at any time as long as **we** tell the **policyholder** at least 21 days beforehand. The **policyholder** can cancel this section at any time as long as **we** are told at least 21 days beforehand.

10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

11 This policy will be governed by English law.

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

HELPLINE SERVICES

We provide these services 24 hours a day, 7 days a week during the period of insurance. To help us check and improve our service standards, we record all calls.

EUROLAW COMMERCIAL LEGAL ADVICE

We will give the policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

We will give the policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting the policyholder's business premises which causes damage or potential danger, we will contact a suitable repairer or contractor and arrange assistance on behalf of the policyholder. All costs of assistance provided are the responsibility of the policyholder.

To contact the above services, phone us on 0117 934 2111 or 0117 976 2030 quoting your policy number: TS5 / 3460176

COUNSELLING

We will provide all employees (including any members of their immediate family who permanently live with them) of the policyholder with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0117 934 2121. These calls are not recorded.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. Please do not phone us to report a general insurance claim.

The Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit our website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact us at marketing@das.co.uk with your e mail address, quoting your policy number and we will contact you by e mail to inform you of future updates to the information.

DASBUSINESSLAW

At www.dasbusinesslaw.co.uk you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. DASbusinesslaw users can also access interactive document builders, to help make composing common commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, you will find the content provided by DASbusinesslaw is updated regularly by legal experts to help you keep your business one step ahead.

To access DASbusinesslaw, you will need to visit www.dasbusinesslaw.co.uk and register once, using the password – DAS 472301 and your policy number TS5/3460176.

If you experience any problems accessing the services, please email the problem to businesslaw@das.co.uk with your policy number TS5/3460176 in the subject box.

Not applicable in Republic of Ireland

Policy Number: ERS 1 / 04

Personal Accident

This insurance is provided by EQUITY RED STAR AT LLOYDS

This document, the schedule and any endorsements from a legally-binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission. The insurance provided by this document covers death or disability that happens during any period of insurance for which you have paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

The specified benefits detailed below.

Scheme A (Mandatory)

Benefits

1. Death £10,000
2. Loss of a limb £20,000
3. Permanent and Total Loss of Sight in one or both eyes/speech/hearing £20,000
4. Permanent and Total Disablement £20,000
5. Temporary Total Disablement Not Covered
6. Medical Expenses Not Covered

Scheme B (Optional) Per Unit

1. Death £10,000
2. Loss of a limb £10,000
3. Permanent and Total Loss of Sight in one or both eyes/speech/hearing £10,000
4. Permanent and Total Disablement £10,000
5. Temporary Total Disablement £100 per week excluding the first 7 days
6. Medical Expenses Not Covered

Claims Procedure

Notice must be given to the adjusters Cox Claims Management Ltd., Cardigan House, Castle Court, Phoenix Way, Swansea, SA7 9LA. Telephone 0870 6060096 as soon as possible and in any event within 31 days of any occurrence which may give rise to a claim under this Certificate. If possible the Customer's Insurance Certificate should be sent when notifying a claim as this will expedite prompt handling of the claim.

Service

Our aim is to give you a first class service, but if you have any cause to complain please contact the Divisional Director of Camerasure Alliance.

If after doing this you are not satisfied with the way your complaint has been dealt with you may write to:

The Chief Executive

Equity Red Star at Lloyd's
52 Leadenhall Street
London
EC3A 2BJ.

If you are still not satisfied with the way your complaint has been dealt with you may ask the Complaints department at Lloyds to review your case. Their address is:

Complaints Department
Lloyds
One Lime Street
London
EC3 7HA

These procedures would not affect your rights to take legal action if necessary.

If you are not satisfied with the cover provided by the insurance please return the certificate and accompanying endorsements within 14 days of receiving it.

Providing nothing has happened that could give rise to a claim under this insurance we will refund any premium paid. **We will not refund premium after this 14-day period.**

Cover – what is covered

If **you** suffer a **bodily injury** during the **time of cover**, **we** will pay **you** the **sum insured** shown in the schedule.

If **you** disappear and it is reasonable to believe that **you** have died as a result of an **accident**, **we** will pay the claim as long as the person(s) receiving the benefit sign an agreement that if **you** are later found to be alive, they will refund any amount **we** have paid.

Definitions

The following words or phrases have the meanings given below whenever they appear in this document, schedule and endorsements.

Accident

A sudden, unexpected event (including being exposed to the weather) which happens during the time of cover and causes physical injury, and which is the only direct cause of death or disability.

Bodily injury

A physical injury which:

- **you** suffer;
- is caused by an **accident** during the time of cover; and
- is the only cause of death or disability within two years of the accident happening.

Deferment period

The initial 7 day period of temporary disability during which **we** will not pay the benefit under items 5 on the schedule.

Equity Red Star at Lloyd's

Equity Red Star at Lloyd's is made up of Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask **us** for the names of the underwriters and the share of the risk that each has taken on.

Gross Weekly Wage

The average gross weekly salary (not including payments for overtime, commission or bonuses) of an **insured person** for the 26 weeks immediately before the **accident** takes place or the symptoms of the **illness** first appear. If the **insured person** is self-employed, this will be 1/52 of **their** net profit, as declared to the Inland Revenue, for the last completed tax year.

Insured person

You being the **policyholder** named in the schedule

Loss of hearing

Total and permanent loss of hearing.

Loss of limb

In the case of a leg, total and permanent loss of, or loss of use of, a complete foot or leg.

In the case of an arm, total and permanent loss of, or loss of use of, a complete arm or hand.

Loss of sight

The permanent and total loss of sight which **we** will consider as having happened:

- in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully-qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight **you** have left is 3/60 or less on the Snellen scale (meaning **you** can see at three feet what **you** should be able to see at 60 feet).

Loss of speech

Total and permanent loss of speech.

Medical expenses

The cost of medical, surgical or other attention or treatment given or prescribed by a medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under items 5 on the schedule. This will be no more than 30% of any amount paid under items 5. We will not pay more than £10,000.

Permanent total disability

A disability which totally prevents **you** from working in a paid job of any and every kind, and which will probably continue for the rest of **your** life.

Pre-existing condition

A physical or mental disability, or ongoing or recurring medical condition, from which an **insured person** suffers, the symptoms of which first appeared or were known to them before the **period of insurance**.

Sum insured

The most **we** will pay out, as shown on the schedule.

Temporary total disability

A disability which totally prevents **you** from carrying out all parts of **your** usual job.

Time of cover

- While an **insured person** is carrying out his or her business duties.
- While an **insured person** is travelling directly between their home and place of work.
- While an **insured person** is travelling on business Worldwide during the period of insurance

We, us, our

Equity Red Star at Lloyd's.

You, your

The policyholder named in the schedule as being the 'insured person'.

Exclusions – what is not covered

We will not cover any claim resulting from:

- a deliberate, self-inflicted injury;
- suicide or attempted suicide;
- flying, other than as a fare paying passenger on a Scheduled flight;
- active service in the armed forces of any nation other than the **United Kingdom's** officially recognised volunteer reserves;
- any sickness or disease not resulting from an accidental **bodily injury**;
- any naturally-occurring condition or process; or
- any gradual cause.
- any **pre-existing condition**
- any mountaineering or rock climbing activities requiring the use of ropes and/or guides
- any **accident** whilst **you** are in a state of insanity whether temporary or otherwise
- **your** riding or driving in any kind of race
- any condition caused by, prolonged by or aggravated by any psychiatric, mental or nervous disorder including anxiety or depression
- any provoked assault or fighting except in self defence
- **you** taking part in any criminal act, civil commotion or riot of any kind
- any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

We will not pay any claim for items 5 for more than 104 weeks.

We will not pay any benefit to **you** after the end of the period of insurance during which **you** become 70.

We will not pay any benefit to **you** for benefits 4 and 5 after the end of the period of insurance during which **you** become 65.

We will not pay any amount for item 5 in excess of 60% of **your gross weekly wage**

We will not cover any claim resulting from the loss or destruction of, or damage to, property or any loss, expense or legal liability directly or indirectly caused or contributed to by:

- ionising radiation or contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment.

In addition, **we** will not cover any loss or expense directly or indirectly caused by, resulting from, or in connection with any of the following (including any action taken to control, prevent or suppress any of the following).

- a) War or hostilities (whether war is declared or not).
- b) Invasion.
- c) Act of an enemy foreign to the nationality of the **insured person** or the country in, or over, which the act occurs.
- d) Civil war.
- e) Riot.
- f) Rebellion.
- g) Insurrection.
- h) Revolution.
- i) The overthrow of a legally constituted government.
- j) Civil commotion.
- k) Military or usurped power.
- l) Explosions of war weapons.
- m) The release of weapons of mass destruction that do not involve an explosive sequence.
- n) Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person, whether war is declared with that state or not.
- o) Terrorism.

For the purpose of this exclusion terrorist activity means an act, or acts, of any person or group committed for political, religious, ideological or similar purposes with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, the use or threat of force or violence. The people who carry out acts of terrorism can either be acting alone, or acting on behalf of or in connection with any organisation or government.

If any part of this exclusion is found to be invalid or unenforceable, the remainder will still apply.

General conditions

The following general conditions apply to this insurance.

1 Arbitration

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

2 Cancelling cover

We may cancel this insurance by sending **you** 30 days' written notice to **your** last known address.

You may cancel this insurance by giving **us** 30 days' written notice. If this happens, **we** will work out the premium for the period up to the date when the cancellation begins and **we** will return any part of the premium **you** do not use, as long as **we** have not paid a claim or are not due to pay one.

We can cancel any cover against war provided by this contract of insurance by sending you seven days' notice to **your** last known address.

3 Claims evidence

You must provide, at **your** own expense, evidence to support a claim. **You** must have any medical examinations **we** decide are necessary. **We** will pay for these.

4 Telling us about claims

You must tell **us** about any possible claim as soon as possible. See page 3 for claims details.

5 If you do not keep to the policy conditions

We will not pay a claim if you have not kept to all the conditions of this policy.

6 Interest on claim payments

We will not pay interest on any claim payment.

7 Not giving us all relevant information

This contract of insurance will no longer apply if **you** give **us** incorrect or misleading information or **you** fail to give **us** any relevant information.

8 Reasonable care

You must take all reasonable steps to avoid or reduce any loss or damage as far as possible.

9 Transferring this policy

You cannot transfer the benefit of this policy to anyone else or use this contract of insurance as a mortgage or guarantee of any kind.

Special conditions

The following special conditions also apply to this insurance.

1 **We** will not pay a claim under more than one of items 1 to 4 on the schedule for any one **accident**. If **we** have made any payment for weekly benefit under items 5 on the schedule, **we** will take this amount from any amount **we** later pay for items 1 to 4.

2 If **you** are not covered under item 1, **we** will not pay for items 2 to 4 until at least 13 weeks after the date of the **accident**. **We** will then only pay if **you** have not, in the meantime, died as a result of the **accident**.

3 If **you** are covered under item 1, but the benefit **we** will pay is less than for items 2 to 4, **we** will not pay more than the amount of the death benefit if the injury does not immediately result in death until at least 13 weeks after the date of the **accident**.

Asset and Revenue Protection

Definitions

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

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

Denial of Service Attack

Any actions or instruction constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services connectivity or information systems.

This includes but is 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 between or amongst networks

Excess/Excesses

The amount or amounts shown in **Your** policy or The Schedule which we shall deduct from each and every claim at each separate location **You** will repay any such amount paid by **Us**

Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not

Head/Heads of Cover

Any of the following types of direct insurance cover:

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

Private Individual

Any person other than

- (1) A company, association or partnership
- (2) A trustee or body of trustees where insurance is arranged under the terms of a trust
- (3) A person who owns Residential Property for the purpose of their business as a sole trader
- (4) A person who owns Residential Property of which in excess of 20 per cent of the property is commercially occupied

Note:

- (a) Where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats, each will be deemed to be a Private Individual in respect of that same property and
- (b) Where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the Policyholder includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured, they will be deemed to be a Private Individual in respect of that property

Residential Property

- (1) Private dwelling houses and flats
- (2) Household goods and personal effects

Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority

Virus or Similar Mechanism

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

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

Cover

We will indemnify **You** in respect of all losses arising under any of the Heads of Cover resulting from loss or destruction of or damage to property insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance at The Premises but only in England, Wales and Scotland but not the territorial Sea Act 1987 nor the Isle of Man or the Channel Islands

The maximum **We** will pay under this Section 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 where the Head of Cover is otherwise insured

Exceptions

The following exceptions apply to this Section

- (1) **We** will not indemnify **You** in respect of any losses arising under any of the Heads of Cover directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from
 - (a) damage to any computer or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) and whether **Your** property or not where such damage is caused by Virus or Similar Mechanism, Hacking or Denial of Service Attack
 - (b) 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) **We** will not indemnify **You** in respect of losses arising under any of the Heads of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual

Conditions

The following conditions apply to this Section

- (1) The insurance provided by this Section is subject to all the Definitions, Conditions and Clauses of the Sections of this policy where the Head of cover is otherwise insured together with the Policy Definitions and Policy Conditions except
 - (a) any which provide for adjustments of premium
 - (b) any aggregate limit on the amount borne by **You** as a result of the operation of an Excess
 - (c) any provision for the automatic reinstatement of sums insured
 - (d) and Long Term Undertakingand providing that if there is conflict between this Section and the rest of the policy, this Section shall prevail
 - (2) **We** will not indemnify **You** under this Section unless and until
 - (a) the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism as defined in this Section
or
(b) in the event of the Treasury refusing to issue such certificate a tribunal formed by agreement between **Us** and Pool Reinsurance Company Ltd decides that the cause was an Act of Terrorism as defined in this Section
 - (3) 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
 - (a) **You** must declare to **Us** all property/or premises owned by **You** or for which **You** are responsible including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance
 - (b) **You** must purchase Terrorism insurance from a Pool Reinsurance Company Limited member in respect of all such property and/or premises
 - (4) **We** may cancel the cover provided by this Terrorism Section
 - (a) 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
or
(b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement. **We** will not refund any instalment paid
 - (5) In any action or suit or proceedings where **we** allege that any loss is not covered by this Section the burden of proving that such loss is covered shall be upon **You**
- In the event of an incident occurring which you feel may give rise to a claim under Your policy please contact the Claims Line Numbers shown below quoting relevant policy number**

GENERAL CLAIMS During business hours 9.00am to 5.00pm Monday to Friday

Claim Help Line 0870 411511

Please quote policy reference number as detailed on **Your** policy schedule

24 HOUR CLAIMS Outside of normal business hours

Claim Help Line 0500 114477

Please quote Camerasure Scheme reference number **23822800CHC**

This service provides the following benefits:

- **Emergency helpline available 365 days a year**
- **Relevant emergency assistance can be dispatched**
- **A network of approved tradesman and repairers**
- **Empathetic and interactive service**

PERSONAL ACCIDENT

Please quote policy number **ERS 1 / 04**

Claim Help Line 0870 6060096

24 HOUR LEGAL PROTECTION

Please quote policy number **TS5/3460176**

Claim Help Line 0117 934 2111 or 0117 976 2030

To access dasbusinesslaw, **You** will need to visit: www.dasbusinesslaw.co.uk and register once, using the password – **DAS 472301** and **Your** policy number **TS5/3460176** or if **You** experience any problems accessing the services, **You** will need to visit: businesslaw@das.co.uk Please enter **Your** policy number **TS5/3460176** in the subject box.

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