



Policyholder:

Address:

## **Your Surgery Policy**

Arranged by:

Address:

## Useful Telephone Numbers

Claims Helpline (24 hours)

**0800 015 1498**

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

Legal and Tax Helpline (24 hours)

**0845 300 1899**

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

Risk Solutions Helpline (office hours)

**0845 366 66 66**

Risk Solutions Website

**[www.aviva.co.uk/risksolutions](http://www.aviva.co.uk/risksolutions)**

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

Counselling Service

**0117 934 0105**

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

Please have your policy number ready:

## **Introduction**

Thank You for choosing Aviva as Your insurer.

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

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

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

If after reading Your policy You have any questions, please contact Your insurance adviser.

# Contents

This policy is made up of individual Sections. The policy should be read together with Your current Schedule for precise details of Your insurance protection.

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# The Contract of Insurance

Your policy is a contract between Us, Aviva and You, the Policyholder. The statement of fact and declaration which You have accepted will be the basis of the contract.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair in respect of loss, destruction, damage, accident or injury occurring during the Period of Insurance, subject to the terms and exceptions contained in or endorsed on the policy.

On behalf of Aviva



Igal Mayer  
Chief Executive, UK Insurance

## IMPORTANT

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

**If You are not sure whether certain facts are relevant please ask Your insurance adviser or local Aviva office. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

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



**Aviva Insurance UK Limited**  
**Insurance** PO Box 6, Surrey Street, Norwich, NR1 3NS  
Registered in England No. 99122  
Authorised & Regulated by the Financial Services Authority.

## Our Service to You

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all of 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?

- (1) Your complaint will be acknowledged within 2 working days of receipt.
- (2) We aim to resolve complaints within 5 working days.
- (3) Once an assessment and full investigation of Your concerns has been made, We will respond with a decision.

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquires 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

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 business with a group turnover of less than £1 million, a charity with an annual income of less than £1 million or a Trustee of a trust with a net asset value of less than £1 million. If, however, We do not resolve Your complaint within 40 working days, the FOS will accept a direct referral. Please follow the steps below.

Whilst We are bound by the decision of the FOS, You are not. Following the complaint procedure does not affect Your right to take legal action.

### What should I do?

The steps You should take if dissatisfied

**Step 1                    Seek resolution by Your insurance adviser or usual Aviva point of contact.**

If You are disappointed with any aspect of the handling of Your insurance We would encourage You, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits You, and ask Your contact to review the problem.

**Step 2                    Refer Your complaint to Our Chief Executive.**

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

The Chief Executive  
Aviva  
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

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## Choice of Law

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

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

# Policy Definitions

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

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

## **Computer and Electronic Equipment**

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

## **Condition Precedent**

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

## **Cyber Vandal**

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

## **Data**

All information which is

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

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

## **Data Storage Materials**

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

## **Denial of Service Attack**

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or

Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

## **Employee**

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self employed
- (6) under a work experience or training scheme
- (7) regarded as being in Your employment under the terms of any contract or agreement
- (8) a voluntary helper

while working under Your control in connection with The Practice

- (9) an outworker or homeworker when engaged in work on Your behalf.

## **Endorsement/Endorsements**

An alteration to the terms of the policy.

## **Excess/Excesses**

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

## **Failure**

Any partial or complete reduction in the

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

# Policy Definitions

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## Loss of Data

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

## Malicious Contingency

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

## Money

Current

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

## Period of Insurance

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

## Property Insured

Property Insured as detailed in the Schedule.

## Schedule

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

## Specified Contingency

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

## The Practice

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

## The Premises

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

## Virus or Similar Mechanism

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

## We/Us/Our/Aviva

Aviva Insurance UK Limited

## You/Your/Policyholder

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

# Asset Protection

## Property Damage Section

### All Risks

#### Definitions

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

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

#### Damage

Accidental loss, destruction or damage.

#### Defined Contingency

- (1) fire
- (2) lightning or earthquake
- (3) explosion
- (4) aircraft
- (5) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (6) malicious persons other than thieves
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees or radio/TV aerials
- (10) impact
- (11) leakage of fuel
- (12) theft or attempted theft.

#### Property Damage Excess

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

#### Cover

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

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

## Exceptions

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
  - (a) an existing or hidden defect in the property
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty design of the Property Insured or faulty materials used in its construction
  - (e) faulty workmanship, operating error or omission by You or any Employee
  - (f) the bursting of
    - (i) a boiler
    - (ii) other equipment

where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of Damage not otherwise excluded if the boiler or other equipment is the subject of a contract providing inspection or maintenance required by any statutory regulation.

- (2) Damage caused by or consisting of
  - (a)
    - (i) corrosion, rust or rot
    - (ii) shrinkage, evaporation or loss of weight
    - (iii) dampness or dryness
    - (iv) scratching
    - (v) vermin or insects
  - (b) change in
    - (i) temperature
    - (ii) colour
    - (iii) flavour
    - (iv) texture or finish
  - (c)
    - (i) nipple or joint leakage or failure of welds
    - (ii) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
  - (d) mechanical or electrical breakdown of the Property Insured.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause

## Asset Protection continued

- (ii) any subsequent Damage which itself results from a cause not otherwise excluded

### (3) Damage caused by pollution or contamination

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

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

### (4) Damage caused by or consisting of

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

### (5) Damage to

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

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

### (7) Damage to the Property Insured resulting from its undergoing any process of

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

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

### (8) Damage while the building is unoccupied caused by

- (a) escape of water from any tank, apparatus or pipe

- (b) malicious persons.

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

### (9) Damage to

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

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

### (10) Damage to

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

unless specifically stated as insured in the Schedule.

### (11) Damage caused by theft or attempted theft

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

### (12) Damage to property more specifically insured

### (13) the Property Damage Excess

### (14) consequential loss or damage of any kind.

## Cover Extension

### (1) Glass

We will indemnify You in respect of

- (a) breakage (including the cost of boarding up) of glass at The Premises
- (b)
  - (i) Damage to
    - contents of display windows
    - window and door frames

- (ii) the cost of removing and reinstating obstructions to replacing glass

(c) breakage of fixed

- (i) washhand basins, pedestals, baths, sinks
- (ii) lavatory bowls, bidets, cisterns
- (iii) shower trays, splashbacks

at The Premises.

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

We will not indemnify You in respect of

(1) breakage of glass in

- (a) light fittings
- (b) signs
- (c) vehicles
- (d) vending machines

(2) breakage

- (a) to stock in trade or goods in trust
- (b) while The Premises is unoccupied
- (c) in transit or while being fitted
- (d) caused by workmen carrying out alterations or repairs to The Premises

(3) the Property Damage Excess.

We will not pay for

- expenses in connection with producing information to be recorded
- the value to You of any information lost

(d) Employees' pedal cycles and other personal belongings

but only if they are not otherwise insured.

The maximum We will pay for any one person's property is £1000

(e) visitors' personal belongings

The maximum that We will pay for any one person's property is £1000.

(f) paintings, curios or other works of art

The maximum that We will pay is £5000 in respect of any one item.

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

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

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

The maximum that We will pay is £1000 any one loss.

(i) precious metals

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

## Clauses

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

### (1) All Other Contents

This term includes

- (a) documents, manuscripts and business books
- (b) computer systems records
- (c) patterns, models, moulds, plans and designs

but only for

- (i) the value of the materials
- (ii) the cost of labour and computer time spent in reproducing them.

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

### (2) Automatic Reinstatement of Sum Insured

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

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

### (3) Basis of Claim Settlement

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

If such property is only partially destroyed, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when

## Asset Protection continued

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new. However, We will not pay more than We would have done if the property had been completely destroyed.

- (b) The property may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) If at the time of rebuilding or replacement 85% of the cost which would have been required to replace the whole of the Property Insured under that item is greater than the Sum Insured at the time the Damage occurred You will be liable to pay a proportionate share of the loss.
- (e) We will not pay under this clause
  - (i) until You have incurred the cost of replacing or repairing the property
  - (ii) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
  - (iii) if You do not comply with any of the terms of this clause.

### (4) Changing Locks

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

from

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

following theft or attempted theft

or

whilst in Your custody or that of an Employee following theft or attempted theft.

If the keys belong to a safe they must be

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

The maximum We will pay for any one loss is £1000.

### (5) Construction and Occupation of the Buildings

Unless otherwise stated in the Schedule the buildings are

- (a) constructed of brick, stone or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) occupied for the sole purpose of The Practice and otherwise only as a private dwelling.

### (6) Debris Removal

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

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

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

We will not indemnify You in respect of costs and expenses

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

### (7) Deterioration of Drugs and Vaccines

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

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

- (b) accidental leakage of refrigerant or refrigerant fumes from the unit.

We will not indemnify You in respect of

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

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

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

#### **(8) European Union & Public Authorities**

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

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

We will not indemnify You in respect of

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

The reinstatement of the property

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

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

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

#### **(9) Limit of Liability**

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

#### **(10) Loss of Metered Water**

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

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

#### **(11) Professional Fees**

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

We will not indemnify You in respect of fees

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

#### **(12) Temporary Removal**

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

We will not indemnify You in respect of Damage caused

- (a) by theft or attempted theft from any unattended vehicle where
  - (i) all doors and windows have not been locked
  - (ii) the vehicles are not garaged in a

## Asset Protection continued

locked building or locked and secured in a fully enclosed yard or compound when left overnight

- (b) to property in any soft topped, open topped or open sided vehicle by theft, attempted theft, malicious persons or storm

### (13) Theft Damage to Buildings

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

### (14) Transfer of Interest

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

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

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

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

### (15) Underground Services

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

- (a) pipes
- (b) cables

which extend from the Buildings to the public mains.

We will not indemnify You in respect of

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

materials.

### (16) Capital Additions

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

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

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

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

- (a) 10% of the total Buildings and Trade Fixtures and Fittings Sum Insured by this Section

or

- (b) £500,000

whichever is the lower.

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

### (17) Fire Brigade Damage to Gardens

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

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

### (18) Lamps, Signs and Nameplates

We will indemnify You in respect of Damage to The Practice

- (a) lamps
- (b) signs
- (c) nameplates

at The Premises

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

We will not indemnify You in respect of Damage arising from

- (1) mechanical or electrical breakdown
- (2) wear and tear
- (3) corrosion or rot

#### **(19) Trace and Access**

We will pay reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage and
- (2) any repairs directly arising from (1)

caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

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

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

## **Endorsements and Conditions Precedent**

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

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## Computer Breakdown Definitions

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

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

### Breakdown

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

### Computer Equipment

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

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

### Failure of Distribution Equipment

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

### Indemnity Period

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

### Loss of Data

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

### Maximum Indemnity Period

12 months.

## Cover

We will indemnify You in respect of

- (1) Breakdown of the Computer Equipment
- (2) Increased Cost of Working following Breakdown or Failure of Distribution Equipment

and the amount payable will be

- (a) the additional expenses You reasonably incur in order to continue The Practice during the Indemnity Period immediately following the occurrence less any savings in expenses as a result of the occurrence
- (b) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

- (3) Reinstatement of Data

and the amount payable will be the cost of replacing computer systems records used with the Computer Equipment following Loss of Data.

## Exceptions

We will not indemnify You in respect of

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

## Cover Extensions

- (1) **Additional Rental Charge**

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

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

- (2) **Consulting Engineers' Fees and Claims**

# Asset Protection Continued

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## Investigation Costs

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

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

### (3) Incompatibility of Computer Records

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

- (a) costs of modification of the Computer Equipment
- (b) costs of replacing and/or reinstating computer system records

reasonably incurred to achieve compatibility.

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

### (4) Removal of Debris/Protection from Further Damage

We will indemnify You against the costs incurred in

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

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

### (5) Temporary Repairs and Expediting Permanent Repairs

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

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

## Clauses

### Automatic Reinstatement of Sum Insured

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

You must pay the additional premium required to

reinstate the Sums Insured and limits.

### Average

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

### Basis of Claims Settlement - Reinstatement

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

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

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

### Limit of Indemnity

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

## Special Condition

### Precautions

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

## Endorsements and Conditions Precedent

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

## Conditions Precedent

The following Conditions Precedent apply.

### (1) Back up Records

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

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(2) **Storage Verification and Security**

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

## Money and Assault Section Definitions

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

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

### Bodily Injury

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

### Business Hours

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

### Insured Person

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

### Loss of Limb

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

## Cover

### Money

We will indemnify You in respect of

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

theft or attempted theft away from The Premises.

## Specification

Item 1 Limit Any One Loss

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

Item 2 - Money other than described in Item 1

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

Item 3 - Money other than described in Item 1

on The Premises

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

# Asset Protection continued

## Exceptions

We will not indemnify You in respect of

- (1) shortages due to clerical or accounting errors
- (2) loss due to the dishonesty of Your principals or any Employee
  - (a) not discovered within 7 working days of the loss
  - (b) where a more specific insurance is in force, except for any amount in excess of that insurance
- (3) loss of Money from unattended vehicles
- (4) loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

## Cover

### Assault

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

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

## Clauses

### (1) Amounts Payable

- (a) We will pay
  - (i) weekly compensation at 4 weekly intervals
  - (ii) compensation under contingencies 5

and 6 for a maximum of 2 years from the date that the disablement started

- (b) weekly benefit being paid for the same injury will end if We pay compensation under any of contingencies 1-4
- (c) insurance will end for the Insured Person if We pay compensation under any of contingencies 1-4
- (d) We will pay the following compensation

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

### (2) Medical Evidence

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

### (3) Medical Expenses

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

## Endorsements and Conditions Precedent

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

## Conditions Precedent

The following Conditions Precedent apply.

### (1) Records and Key Security

It is a Condition Precedent to Our liability that

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

## **(2) Money in Transit**

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

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

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

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## Employee Dishonesty Section

### Definitions

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

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

#### The Controls

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

#### Discovery Period

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

#### Employee Dishonesty Excess

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

#### Improper Gain

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

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

#### Limit of Indemnity

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

#### One Claim

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

#### References

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

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

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

## Asset Protection continued

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### Cover

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

- (1) committed during the continuance of this Section with the clear intention of making and which result in Improper Gain

and

- (2) discovered and notified to us during the Discovery Period

#### Auditors Fees

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

### Exceptions

We will not indemnify You in respect of

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

### Clauses

#### (1) Our Liability

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

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

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

#### (2) Non-Accumulation of Liability

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

#### (3) References

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

#### (4) Employees' Property

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

#### (5) Recoveries

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

### Endorsements and Conditions Precedent

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

# Revenue Protection

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## Business Interruption Section Definitions

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

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

### Notes

- (1) All terms in this Section exclude value added tax to the extent that You are accountable to the tax authorities for value added tax.
- (2) Any adjustment made for current cost accounting will be ignored.

## Item on Income and Increased Surgery Expenses

### Damage

As described in the Property Damage Section.

### Income

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

### Indemnity Period

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

### Maximum Indemnity Period

The number of months stated in the Schedule.

## Cover

Your Schedule will state which Option applies.

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

### Option A - Loss of Income

The amount payable will be

- (1) the amount by which the Income falls short of the Income which would have been received

during the Indemnity Period due to the Damage

- (2) any additional expense You incur to prevent or limit the reduction in Income during the Indemnity Period due to the Damage.

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

- (3) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section less any savings during the Indemnity Period in respect of business charges or expenses payable out of Income which reduce or stop due to the Damage.

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

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

## Cover Extension

### (1) Additional Expenses Extension - Employees Lottery Win

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

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

We will not indemnify you unless

- (a) the Employee or group of Employees resign within fourteen days from the date of the successful Lottery win,

and

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

For the purposes of this extension

- (a) Indemnity Period means the period during which The Practice results are affected due to

# Revenue Protection continued

an Employee or group of Employees resigning from his/her or their post(s) within Your practice as a direct consequence of their securing a win in a Lottery, starting from the date of their first departure.

- (b) Maximum Indemnity Period means one month.

The maximum We will pay under this extension is £50,000, or the Business Interruption Sum Insured or limit shown in the Schedule, whichever is the lower, in any one Period of Insurance.

For the purposes of this extension only, Lottery means:

UK National Lottery Prize Draws including Scratchcards.  
UK National Football Pools (Littlewoods and Vernons).  
Euro Millions Lottery.  
Irish National Lottery.  
UK Premium Bond Prize Draws.

## Clauses

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

### (1) Boilers

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

### (2) Disease, Infestation and Defective Sanitation

The occurrence of

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

where use of The Premises is restricted on the order or advice of the competent authority.

- (e) murder or suicide at The Premises

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

We will not indemnify You in respect of

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

### (3) Documents in Transit

Damage to

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

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

### (4) Government or Local Authority Action

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

We will not indemnify You in respect of

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

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

## (5) Prevention of Access

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

## (6) Failure of Utilities

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

We will not indemnify You in respect of

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

## (7) Suppliers

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

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

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

## (8) Telecommunications

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

We will not indemnify You in respect of accidental failure

- (a) caused by the deliberate act of any supply authority
- (b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (c) caused by industrial action

(d) drought or other weather conditions unless equipment has been damaged

(e) lasting less than 24 consecutive hours.

The maximum We will pay will be

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

## (9) Loss of Attraction

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

## Endorsements and Conditions Precedent

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

## Endorsement

The following Endorsement applies

### Alteration

We will not indemnify You in respect of this Section if

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

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

## Conditions Precedent

The following Conditions Precedent apply

### (1) Claims Procedure

It is a Condition Precedent to Our liability that You will

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Practice or to avoid

## Revenue Protection continued

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or diminish the loss

(b) at Your expense, provide Us with

(i) a written claim

and

(ii) details of other insurances covering the Damage or loss resulting from it

within 30 days after the expiry of the Indemnity Period or such further time that We may allow

(iii) books, records and documents We require to assess Your claim

(c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

### **(2) Debit Recording**

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

This information may be maintained by Your accountant.

# Asset and Revenue Protection

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## Terrorism Section

### Definitions

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

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

#### Act of Terrorism

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

#### 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, network connectivity or information systems.

This includes but is not limited to the generation of excess traffic into the network addresses, the exploitation of systems 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 the property of You or not.

#### Head/Heads of Cover

Any of the following types of direct insurance cover:

1. Buildings and completed structures
2. Other property insured hereunder
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) 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) 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 a 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 Head of Cover resulting from loss or destruction of or damage to property insured under

# Asset and Revenue Protection

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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 seas adjacent thereto as defined by 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 Head 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 Head 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.

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

- 1) The insurance provided by this Section is subject to all the Definitions, Conditions, Clauses, Endorsements and Conditions Precedent of the Sections of this Policy where the Head of Cover is otherwise insured together with the Policy Definitions, Conditions Precedent 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) any Long Term Undertaking.

and 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 Sectionor in the event of the Treasury refusing to issue such a certificate
  - b) a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism, as defined in this Section.
- 3) 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.
- 4) 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.

## Conditions Precedent

It is a Condition Precedent to Our liability that

- 1) You must declare to Us all property and/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
- 2) You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises..

# Legal Liabilities

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## Employer's Liability Section Definitions

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

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

### **Bodily Injury**

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

### **Compensation**

Damages, including interest.

### **Costs and Expenses**

- (1) fees for Your legal representation
- (2) costs and expenses

incurred with Our written consent

- (3) any claimant's legal costs for which You are legally liable

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

### **Limit of Indemnity**

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

### **Territorial Limits**

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

## Cover

We will indemnify You in respect of

- (1) Your legal liability to pay Compensation to any Employee  
and
- (2) Costs and Expenses

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

The maximum We will pay is the Limit of Indemnity.

## Clauses

### **(1) Additional Activities**

The Practice includes

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

### **(2) Cross Liabilities**

We will indemnify each party

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

as if a separate policy had been issued to each.

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

## Legal Liabilities continued

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### (3) Indemnity to Other Persons

We will indemnify

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

or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

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

### (4) Injury to Working Partners

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

- (a) in the course of The Practice during the Period of Insurance and within the Territorial Limits

and

- (b) caused by the negligence of another working partner, proprietor, or Employee.

### (5) Legal Expenses Arising from Health and Safety Legislation

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

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

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

We will not indemnify You

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

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**(6) Our Right of Recovery**

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

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

**(7) Payment for Court Attendance**

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

The maximum We will pay is

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

**(8) Unsatisfied Court Judgements**

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

- (a) damages
- (b) costs

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

This indemnity will only apply where

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

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

**Exception**

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

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

**Endorsements and  
Conditions Precedent**

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

# Legal Liabilities continued

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## Public and Products Liability Section

### Definitions

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

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

#### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

#### Bodily Injury

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

#### Compensation

Damages, including interest.

#### Costs and Expenses

- (1) fees for Your legal representation
- (2) costs and expenses

incurred with Our written consent

- (3) any claimant's legal costs for which You are legally liable

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

#### Damage

Physical

- (1) loss
- (2) destruction
- (3) damage.

#### Limit of Indemnity

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

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

#### Personal Injury

- (1) Bodily Injury

- (2) wrongful
  - (a) arrest, detention or imprisonment
  - (b) eviction
  - (c) accusation of shoplifting.

#### Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

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

#### Property

Material property.

#### Territorial Limits

- (1) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (2) elsewhere where You or any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands are engaged in the Practice.
- (3) anywhere in the world in connection with Products Supplied at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Cover

We will indemnify You in respect of

- (1) Your legal liability for Compensation
- (2) Costs and Expenses

as a result of accidental

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

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

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

any claim brought in

- (1) the United States of America or any territory within its jurisdiction

or

- (2) Canada

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

## Clauses

### (1) Additional Activities

The Practice includes

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

### (2) Cross Liabilities

We will indemnify each party

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

as if a separate policy had been issued to each.

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

### (3) Defective Premises

We will indemnify You in respect of liability arising under

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975

in connection with any premises which You previously owned or occupied for the purposes of The Practice.

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

in such premises.

### (4) Indemnity to Other Persons

We will indemnify

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

or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

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

### (5) Legal Expenses Arising from Health and Safety Legislation

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

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

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

We will not indemnify You

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Practice
- (2) in respect of

## Legal Liabilities continued

- (a) proceedings as a result of any deliberate act or omission by the party claiming to be indemnified
- (b) proceedings relating to the health and safety of any Employee
- (3) where indemnity is provided by another insurance policy.

### (6) Liability for Hired or Rented Premises

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

We will not indemnify You in respect of

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

### (7) Motor Contingent Liability

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

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

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

We will not indemnify You

- (1) in respect of Damage to the vehicle or goods carried in or on the vehicle
- (2) while the vehicle is being driven by
  - (a) You

- (b) by a person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (3) if indemnity is provided by another insurance.

### (8) Overseas Personal Liability

We will indemnify

- (a) You
- (b) any director, partner or Employee

while temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with The Practice in respect of legal liability as a result of accidental

- (i) Bodily Injury  
and/or
- (ii) Damage to Property

incurred in a personal capacity.

We will also indemnify any accompanying spouse or children.

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

We will not indemnify You

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

### (9) Payment for Court Attendance

We will compensate You if, at Our request, any director, partner or Employee is attending court as a witness in connection with a claim

for which You are entitled to indemnity.

The maximum We will pay is

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

### (10) Personal Belongings

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

We will not indemnify You where this Property is

- (a) stored for a fee or other consideration
- (b) in Your custody or control for the purposes of being worked on.

## Exceptions

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

described in Clauses 6 or 10

- (d) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract)
  - (e) Bodily Injury or Damage to Property arising from professional neglect, errors, omissions in treatment, medication, advice, certification or other services by You, any Employee, or any party who is carrying out work on Your behalf.
  - (f)
    - (i) pollution or contamination of buildings or other structures or of water or land or the atmosphere and
    - (ii) Bodily Injury or Damage to Property directly or indirectly caused by such pollution or contamination
- other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.
- (g) work in or on and travel to, from or within
- or
- Products Supplied to
- any offshore
- (i) accommodation, exploration, drilling or production rig or platform
  - (ii) support vessel
- (h) Bodily Injury or Damage to property arising from Products Supplied other than
    - (i) the sale or supply of non-medicinal food and drink intended for consumption on Your Premises
    - (ii) the sale or supply of proprietary goods that have not been manufactured or altered by You and which are sold or supplied unopened in the containers provided by the manufacturers
    - (iii) the disposal of furniture and office

## Legal Liabilities continued

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equipment previously used in the course of The Practice

- (2) We will not indemnify any person entitled to indemnity in respect of
- (a) recalling or making refunds in respect of Products Supplied
  - (b)
    - (i) liquidated damages
    - (ii) penalty clauses
    - (iii) fines
    - (iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
  - (c) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied
- (3) We will not provide indemnity in respect of
- (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or the inhalation of
  - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of
- Asbestos including any product containing Asbestos

## Endorsements and Conditions Precedent

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

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## Commercial Legal Protection

The following notes are designed to assist You in understanding Your Commercial Legal Protection cover and the process that You must follow to ensure that You obtain the maximum benefit from this cover.

To ensure that You get the maximum benefit from this section of the policy You should follow the guidelines below:

- As soon as You are aware of an incident, You should get legal advice from the legal helpline on **0845 300 1899** without delay. Please have Your policy number to hand.
- If You think that You might need to claim, contact the helpline on **0845 300 1899** and request a claim form. We can only proceed with Your claim once we have received details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection)
- If a solicitor is required to deal with your legal problem, we will appoint one from the approved panel. These solicitors have been carefully chosen as experts in the areas of law covered by the policy and are required to comply with strict service standards.

Please note that all civil claims covered by this Section of the policy are subject to the provision of 'Prospects of Success', this is stated in item (3) under the Cover heading in this Section. This means that You must have a greater chance of winning a case than not, or obtaining another legal remedy agreed by Us, or make a successful defence. This will be assessed by Us or a suitably qualified person who has been appointed by Us. If a case is deemed not to have 'prospects' the cover provided by this Section will not operate. You will be informed in writing of the reason why.

## Definitions

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

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

### 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.

### Aspect Enquiry

An examination by the HM Revenue & Customs

which considers one or more specific aspects of Your self assessment and/or corporation tax return.

### The Claims Administrator

Aviva Insurance UK Limited

### Costs and Expenses

#### (1) Legal costs

- (a) All reasonable and necessary costs chargeable by the Appointed Representative on a standard basis.
- (b) Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with the agreement of The Claims Administrator.

#### (2) Accountants' Costs

A reasonable amount in respect of all costs reasonably incurred by the Appointed Representative.

#### (3) Attendance Expenses

- (a) The salary or wages of the Insured Person for the time they are off work
  - (i) to attend any arbitration, court or tribunal hearing at the request of the Appointed Representative
  - (ii) as a defendant or while attending jury service.
- (b) We will pay for each half or whole day that the
  - (i) court
  - (ii) tribunal
  - (iii) employer of the Insured Personwill not pay for.
- (c) The amount We will pay is based on the following
  - (i) 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.
  - (ii) if the Insured Person
    - works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.

## Legal Liabilities continued

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- works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

### Date of Occurrence

- (1) civil cases - when the cause of action accrued (other than Contingencies 4A, 4B or 4C)
- (2) criminal cases - when the Insured Person broke or is alleged to have broken the criminal law in question
- (3) Full Enquiries or Aspect Enquiries - when the HM Revenue & Customs first notifies in writing the intention to make enquiries
- (4) employer's compliance and value added tax disputes - when the relevant authority sends an assessment or written decision to You
- (5) licence or registration appeals - when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

### Full Enquiry

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

### Insured Person

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

### Limit of Indemnity

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

### Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2.4) and 3B Bodily Injury

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

For all other Contingencies

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

## Cover

We will indemnify the Insured Person in the terms of the following Contingencies provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any legal proceedings will be dealt with by a court or other body which The Claims Administrator agree to, within the Territorial Limits
- (3) in civil claims it is always more likely than not that the Insured Person will recover damages (or obtain any other legal remedy which The Claims Administrator have agreed to) or make a successful defence.

For all Contingencies The Claims Administrator will help in appealing or defending an appeal provided that the Insured Person tells The Claims Administrator within the time limits that they want The Claims Administrator to appeal. Before We pay any Costs and Expenses for appeals, The Claims Administrator must agree that it is always more likely that the appeal will be successful.

If an Appointed Representative is used, We will pay the Costs and Expenses incurred for this.

The maximum We will pay is the Limit of Indemnity.

## Contingency 1A - Employment Disputes

The Claims Administrator will represent You in defending Your legal rights

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

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

- (4) in legal proceedings in respect of any dispute with
- (a) an Insured Person
  - (b) a former Insured Person
  - (c) a prospective Insured Person

arising from an alleged breach of their statutory rights under employment legislation.

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

## Contingency 1B - Compensation Awards

We will indemnify You in respect of

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

in respect of a claim The Claims Administrator has accepted under Contingency 1A.

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

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision
- (2) any compensation award related to the following
  - (a) trade union activities, trade union membership or non-membership
  - (b) pregnancy or maternity rights
  - (c) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - (d) statutory rights in relation to trustees of occupational pension schemes
  - (e) statutory rights in relation to Sunday shop and betting work
- (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 order or re-engagement order.

## Conditions Precedent to Contingency 1B

The following Conditions Precedent apply.

### (1) Performance and/or Conduct

It is a Condition Precedent to Our liability that in cases relating to performance and/or conduct You, throughout the dispute, have either

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

or

- (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland

or

- (c) sought and followed the advice from Our 24 hour legal helpline.

### (2) Unlawful Discrimination

It is a Condition Precedent to Our liability in respect of an order of compensation following a breach of Your statutory duties under employment legislation that You have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

### (3) Redundancy

It is a Condition Precedent to Our liability in respect of any compensation award for

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

that You have sought and followed the advice of The Claims Administrator prior to serving notice of dismissal.

### (4) Compensation Awards

## Legal Liabilities continued

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It is a Condition Precedent to Our liability in respect of compensation awards that compensation

- (a) is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument
- (b) is approved by The Claims Administrator in writing.

### Contingency 1C - Service Occupancy

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

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

### Contingency 2 - Legal Defence

At Your request The Claims Administrator will

- (1) defend the legal rights of an Insured Person
  - (a) prior to the issue of legal proceedings when dealing with the
    - (i) Police
    - (ii) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

where it is alleged the Insured Person has or may have committed a criminal offence

and/or

- (b) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

and/or

- (c) following civil action 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) defend Your legal rights following civil action taken against You for wrongful arrest in

respect of an accusation of theft alleged to have been carried out during the Period of Insurance

- (3) defend the legal rights of an Insured Person (other than You) if

- (a) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of

- (i) sex
- (ii) sexual orientation
- (iii) race
- (iv) disability
- (v) age
- (vi) religious belief
- (vii) political opinion

and/or

- (b) civil action being taken against them as a trustee of a pension fund set up for the benefit of Your employees

- (4) represent the Insured Person in appealing against the imposition or terms of Statutory Notice under legislation affecting Your Practice

- (5) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration

- (6) pay the Attendance Expenses of an Insured Person for jury service

provided that

- (a) in respect of proceedings under the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be any place where the Act applies

- (b) at the time of the insured incident, You are registered with the Information Commissioner in respect of Contingency 2.1(c)

We will not provide indemnity in respect of 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.

### Contingency 3A - Property Protection

The Claims Administrator will negotiate for Your legal rights in any civil action relating to material property which is owned by You, or You are responsible for, following

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

and/or

- (2) any nuisance or trespass

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

- (1) a contract entered into by You
- (2) goods
- (a) in transit
  - (b) lent or hired out
  - (c) at premises You do not occupy unless for
    - (i) installation
    - or
    - (ii) use in work to be carried out by You
- (3) mining subsidence
- (4) a motor vehicle
- (a) owned, hired or leased by an Insured Person other than damage to motor vehicles where You are engaged in the business of selling motor vehicles
- or
- (b) used by an Insured Person

### Contingency 3B - Bodily Injury

At Your request, The Claims Administrator will negotiate for the legal rights of an Insured Person and their family members following an event which causes the death of, or bodily injury, to them.

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

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- (2) defending the legal rights of an Insured Person or their family members other than defending a counter claim.
- (3) a motor vehicle
- (a) owned by
- or
- (b) hired or leased

or

- (c) used

by an Insured Person or their family members.

### Contingency 4A - Full or Aspect Enquiries

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry carried out by the HM Revenue & Customs.

### Contingency 4B - Employers' Compliance

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay as You Earn

or

- (2) Social Security Regulations

following a review by the HM Revenue & Customs or the Department of Social Security Contributions Agency.

### Contingency 4C - VAT Disputes

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings following an assessment by HM Revenue & Customs in respect of value added tax due.

### Conditions Precedent to Contingencies 4A, 4B and 4C

The following Condition Precedent applies.

- (1) **Reasonable Care**

It is a Condition Precedent to Our liability that You have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

The maximum amount We will pay for Aspect Enquiries in respect of any one claim is £2,000.

## Legal Liabilities continued

We will not provide indemnity

- (1) caused by Your failure to register for value added tax
- (2) arising from any investigations or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Compliance Office
- (3) arising from any investigations or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences
- (4) arising from a tax avoidance scheme
- (5) for the first £200 of Costs and Expenses for Aspect Enquiries in respect of any one claim.

### Contingency 5 - Contract Disputes

The Claims Administrator will negotiate for Your legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

- (1) purchase
- (2) hire
- (3) sale
- (4) provision

of goods or of services

provided that

- (1) the amount in dispute exceeds £250
- (2) if the amount in dispute exceeds £5,000, You will be responsible for the first £500 of legal costs in respect of each and every claim
- (3) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceeds £250
- (4) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to the following
  - (a) the settlement payable under an insurance policy
  - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with

the drafting of a lease, licence or tenancy agreement

- (c) a loan, mortgage, pension or any other financial product and choses in action
  - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles
- (2) a dispute with an Insured Person of former Insured Person which arises out of or relates to a contract of employment with You
  - (3) a dispute which arises from the
    - (a) sale
    - (b) provision
    - (c) purchase
    - (d) hireof computer hardware, software, systems or services which have been specifically tailored
  - (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person.
  - (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

### Contingency 6 - Tenancy Disputes

The Claims Administrator will negotiate for Your legal rights in a tenancy dispute between You and Your landlord arising from premises leased or rented to You.

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

### Contingency 7 - Statutory Licence Protection

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

We will not provide indemnity in respect of

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

## Contingency 8 - Debt Recovery

The Claims Administrator will negotiate for Your legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services

provided that

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

We will not provide indemnity in respect of

- (1) any claim relating to the following
  - (a) the settlement payable under an insurance policy
  - (b) a lease, licence or tenancy of land or buildings
  - (c) a loan, mortgage, pension or any other financial product and choses in action
  - (d) a motor vehicle owned by, hired or leased to You other than arrangements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
- (3) a dispute which arises from the
  - (a) sale

- (b) provision
- (c) purchase
- (d) hire

of computer hardware, software, systems or services which have been specifically tailored

- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

## Section Exceptions - Applying to all Contingencies

We will not provide indemnity in respect of

- (1) (a) any claim reported to Us more than 180 days after the Insured Person should have known about the claim
- (b) any Costs and Expenses incurred before the written acceptance by The Claims Administrator of a claim
- (c) fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
- (d) any claim relating to
  - (i) patents
  - (ii) copyrights
  - (iii) trademarks
  - (iv) merchandise marks
  - (v) registered designs
  - (vi) intellectual property
  - (vii) secrecy and confidentiality agreements
- (e) any claim relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (f) any claim deliberately or intentionally caused by the Insured Person
- (g) a dispute with The Claims Administrator and/or Us not catered for in Section Condition 7
- (h) any claim relating to a shareholding or partnership share in The Practice unless such shareholding was acquired under a scheme open to all Your employees or to a substantial number of them of a certain minimum grade other than Your directors or partners

## Legal Liabilities continued

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- (i) an application for judicial review
- (j) any legal action an Insured Person takes which The Claims Administrator or the Appointed Representative have not agreed to

and/or

where the Insured Person does anything that hinders The Claims Administrator or the Appointed Representative

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

- (2) a claim notified under this policy when, either at the start of or during the course of the claim You

- (a) are bankrupt
- (b) have filed a bankruptcy petition or winding-up petition
- (c) have made an arrangement with creditors
- (d) have entered into a deed or arrangement
- (e) are in liquidation
- (f) are or part or all of or all of Your affairs or property are in the care or control of a receiver or administrator.

- (2) (a) The Claims Administrator can take over and conduct in the name of an Insured Person, any claim or legal proceedings at any time. The Claims Administrator can negotiate any claim on behalf of an Insured Person
  - (b) if The Claims Administrator agrees 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 The Claims Administrator the suitably qualified person's name and address. The Claims Administrator 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, The Claims Administrator can appoint an Appointed Representative
  - (d) an Appointed Representative will be appointed by The Claims Administrator and represent an Insured Person according to their standard terms of appointment. The Appointed Representative must co-operate fully with The Claims Administrator at all times
  - (e) The Claims Administrator will have direct contact with the Appointed Representative
  - (f) an Insured Person must co-operate fully with The Claims Administrator and the Appointed Representative and must keep The Claims Administrator up-to-date with the progress of the claim
  - (g) an Insured Person must give the Appointed Representative any instructions that The Claims Administrator requires.
- (3) (a) an Insured Person must tell The Claims Administrator if anyone offers to settle a claim
  - (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) The Claims Administrator 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 The Claims Administrator asks, an Insured Person must tell the Appointed

## Section Conditions - Applying to all Contingencies

- (1) An Insured Person must
  - (a) keep to the terms and conditions of this policy
  - (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 The Claims Administrator asks for, in writing
  - (f) give The Claims Administrator full details of any claim as soon as possible and give The Claims Administrator any information it needs

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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 The Claims Administrator agrees to appoint another Appointed Representative.

- (6) If an Insured Person

- (a) settles a claim
- (b) withdraws their claim without the agreement of The Claims Administrator
- (c) 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 the Claims Administrator and an Insured Person disagree about

- (a) the choice of Appointed Representative and/or
- (b) about the handling of a claim

The Claims Administrator and the Insured Person can choose another suitably qualified person, to decide the matter.

The Claims Administrator and the Insured Person must both agree to this in writing.

If The Claims Administrator cannot agree with the Insured Person about the choice of the second suitably qualified person, The Claims Administrator 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) The Claims Administrator may at its discretion require You to obtain an opinion from counsel at Your 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 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.

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

## **Endorsements and Conditions Precedent**

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

# Employee Benefits

## Personal Accident Section Definitions

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

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

### Accidental Bodily Injury

- (1) injury caused by accidental and/or violent means
- (2) exposure

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

### Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Practice
- (3) any employee of Yours under a contract of employment with You

aged 75 or under.

### Loss of Limb

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

## Cover

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

### Contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes
- (3) total and permanent loss of hearing in one or both ears
- (4) total and permanent loss of speech
- (5) Loss of one or more limbs
- (6) any other total and permanent disablement

which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing any occupation

- (7) temporary total disablement which prevents the Insured Person from pursuing their normal occupation
- (8) temporary partial disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation

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

### Compensation

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

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

The maximum number of units per Insured Person is 10.

# Employee Benefits continued

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## Exceptions

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

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

## Clauses

### (1) Amounts Payable

We will pay

- (a) the compensation stated in the Schedule with weekly benefit being paid at four weekly intervals
- (b) compensation under contingencies (7) and/or (8) for a maximum of 2 years from the date that the disablement started

but where We pay compensation under any of contingencies (1) to (6),

- (c) any weekly benefit being paid for the same injury will stop
- (d) this insurance will end for the Insured Person

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

### (2) Disappearance

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

and

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

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

### (3) Medical Evidence

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

in the format We require.

### (4) Medical Expenses

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

## Endorsements and Conditions Precedent

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

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## **Business Travel**

### **Definitions**

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

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

#### **Accidental Bodily Injury**

- (1) injury caused by accidental and/or violent means
- (2) exposure

#### **Emergency Travel Expense**

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

#### **Geographical Limits**

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

**USA** - North America and Canada

**Worldwide** -anywhere in the world other than Europe or USA

#### **Hijack**

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

#### **Hospital**

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

#### **Insured Journey**

Any authorised journey in connection with The Practice which begins during the Period of Insurance, and commences from the time the Insured Person leaves their home, or if later their

place of business, to travel within the Geographical Limits stated in the Schedule, continuing during the entire period of the journey and terminating at the time of return to their home, or if earlier their place of business.

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

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

#### **Insured Person**

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

#### **Personal Belongings**

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

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

#### **Repatriation**

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

#### **United Kingdom**

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

## **Contingency B1 - Medical Expenses**

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

## Employee Benefits continued

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

### Automatic Extensions

### Hospital Expenses

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

### Replacement Personnel

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

### Exceptions

- (1) We will not pay for the first £25 of each and every claim for each Insured Person.
- (2) We will not be liable for any claim resulting from:
  - (a) accidental bodily injury sustained or sickness contracted by any person aged over 75 years.
  - (b) the Insured Person engaging in or taking part in naval military or air force service or operations or whilst hunting on horseback or whilst riding or driving in any kind of race or flying other than as a passenger by recognised airlines or any fully licensed standard type multi-engined aircraft operated by a recognised air charter company
  - (c) medical expenses incurred when the specific purpose of the journey is for the Insured Person to receive medical treatment or advice
  - (d) medical expenses incurred within the United Kingdom following the Insured Person's return to the United Kingdom or normal country of residence if different
  - (e) the Insured Person being under the influence of or being directly or

indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)

- (f) suicide attempted suicide or intentional self-injury by the Insured Person or from deliberate exposure to danger (except in an attempt to save human life) or from the Insured Person's own criminal act or Accidental Bodily Injury sustained whilst the Insured Person is in a state of insanity
- (g) the Insured Person travelling against the advice of a registered medical practitioner
- (h) the Insured Person giving birth or pregnancy of the Insured Person within 2 months of the most recently advised expected date of confinement

## Contingency B2 - Medical Assistance

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

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

Provided medical treatment, travel or accommodation has been arranged by the

Emergency Assistance Organisation We will pay all associated costs incurred on behalf of the Insured Person

## Exception

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

### Special Conditions

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

## Contingency C - Baggage And/Or Personal Belongings

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

### Provisions

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

### Automatic Extension

#### Temporary Loss

In the event of the Insured Person being

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

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

## Exceptions

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

## Contingency D - Money

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

- (a) during the course of an Insured Journey or

## Employee Benefits continued

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

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

### Provision

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

### Automatic Extensions

#### Fraudulent Use of Credit Cards

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

#### Emergency Passport Expenses

If the Insured Person sustains:

- (1) loss of or damage resulting in any visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey We will indemnify You on behalf of the Insured Person in respect of fees charged by the appropriate consular visa and/or passport office for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £750 for any Insured Journey

or

- (2) theft of any visa and/or passport within 7 days prior to the proposed departure date of an Insured Person We will indemnify You on behalf of the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained subject to a maximum of £250 of any claim.

## Exceptions

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

## Contingency E - Cancellation Curtailment or Change of Itinerary

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

- (1) the death or accidental bodily injury or sickness of:
- (a) the Insured Person or business colleague (with whom the Insured Person intended to travel) or business contact for the purpose of the Insured Journey
- (b) the Insured Person's legal or common law spouse partner daughter son sister brother mother father mother-in-law father-in-law grandparent grandchild daughter-in-law son-in-law sister-in-law brother-in-law step-parent step-child step-brother step-sister fiancée or fiancé

or

- (2) as the result of:
- (a) the death of a close friend of the Insured Person
- (b) the Insured Person attending compulsory quarantine witness call or jury service
- (c) the Insured Person's place of residence being subject to physical loss or damage within 10 days of the proposed commencement of the Insured Journey and the Insured Person being unable to adequately secure such premises prior to the commencement of such Insured Journey

- (d) the Insured Person's presence being required by the police following physical loss or damage or theft or attempted theft at the Insured Person's place of residence or place of employment
- (e) cancellation or curtailment of scheduled public transport services consequent upon strike riot civil commotion inclement weather or mechanical breakdown

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

## Exceptions

We will not be liable for any claim resulting from:

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

## Contingency F - Travel Delay and Missed Departure

### Travel Delay

If the outward or homeward departure of an aircraft or sea vessel in which the Insured Person has arranged to travel is delayed for at least 12 hours from the departure time indicated by the carrier due to strike industrial action adverse

weather conditions mechanical breakdown or structural defect affecting that aircraft or sea vessel, We will compensate You by the amount of £20 for the first complete 12 hours delay and £50 for each complete 12 hours delay thereafter but not exceeding the amount paid in respect of fares for such delayed travel or £500 whichever is the lesser.

## Exceptions

We will not be liable for any claim resulting from:

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

### Missed Departure

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

## Exceptions

We will not be liable for any claim resulting from:

- (a) strike industrial action riot or civil commotion which was in existence or for which a warning had been given prior to the date of departure
- (b) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the reason for the

## Employee Benefits continued

missed departure

- (c) withdrawal from service temporarily or otherwise of any aircraft or sea vessel on the orders or recommendation of the manufacturer the civil aviation authority a port authority or any other similar body in any country

- (c) liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement

### Contingency G - Hijack

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

### Contingency H - Personal Liability

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

### Exceptions

We will not indemnify the Insured Person in respect of:

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

### Limitation

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

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

### Conditions

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

# Policy Exceptions, Conditions Precedent and Policy Conditions

## Policy Exceptions

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

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

However,

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

- (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

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

except as stated in the **Special Provisions - Terrorism** below

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

## Policy Exceptions continued

- (i) the use or threat of force and/or violence  
  
and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes

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

### Special Provisions - Terrorism

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

- (a) Exceptions (3)(a) and (3)(c) do not apply to the
  - (i) Employers Liability Section but the Limit of Indemnity for the purposes of Special Provision (a) - Terrorism is limited to £5,000,000 including costs and expenses in any one Period of Insurance
  - (ii) Public and Products Liability Section but the Limit of Indemnity for the purposes of Special Provision (a) - Terrorism is limited to £2,000,000 or any other amount specified in the Schedule for Public and/or Products Liability whichever is the lower in any one Period of Insurance.
- (b) When the following Sections are insured by this Policy
  - Personal Accident
  - Business Travel
  - Sickness
  - (i) except as provided for in (ii) below neither of the exclusions in 3(a) and 3(c) above shall apply to this Section

provided that for the purposes of Special Provision (b) - Terrorism the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser amount of

(a) any limits amounts payable or maximum accumulation stated in the Schedule

or

(b) £1,000,000

(ii) the exclusions in 3(a) and 3(c) above shall apply to those covers if

(a) the Terrorism directly or indirectly utilises nuclear and/or chemical and/or biological and/or radiological means

(b) the Terrorism results in harm or damage to life or to property of a nuclear and/or chemical and/or biological and/or radiological nature

In the event of a claim exceeding the total amount payable under this Special Provision 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.

(c) Exceptions (3) (a) and (3) (c) do not apply to the Terrorism Section, when insured by this policy.

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

However,

(1) in respect of the Business Travel Section, when insured by this Policy this exception will only apply to Contingency C - Baggage and/or Personal Belongings.

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

(5) (a) Money

(b) securities or bonds

(c) jewellery or precious stones

(d) precious metals or bullion

(e) furs or curios

- (f) rare books or works of art
- (g) goods held in trust or on commission
- (h) documents or manuscripts
- (i) business books or computer system records
- (j) explosives

unless specifically mentioned.

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

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

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

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

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

- (1) Property Damage

- (2) Money and Assault
- (3) Computer
- (4) Business Interruption

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

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

when insured by this policy.

#### Definition

The following definition only applies to this exception

'Defined Contingency'

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

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

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

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

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

## Policy Exceptions continued

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

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

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

However,

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

# Conditions Precedent

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

**The following Condition Precedent applies.**

## Protections

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

(1) closed for business

or

(2) left unattended

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

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

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

### Intruder Alarm System

The component parts detailed in the alarm specification which has been agreed by Us including the means of communication used to transmit signals.

### Keyholder

You or any Responsible Person or keyholding company authorised by You:-

(1) to accept notification of faults or alarm signals relating to the Intruder Alarm System

(2) to attend, and allow access to The Premises

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

### Responsible Person

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

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

(1) whenever The Premises are closed for business or left unattended the Alarmed Premises are protected by the Intruder Alarm System

(2) the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with Us

(3) no alteration to, or substitution of

(a) any part of the Intruder Alarm System

(b) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System

(c) the maintenance contract

shall be made without Our written agreement

(4) at least one Responsible Person must remain on the Alarmed Premises

(a) unless the Intruder Alarm System is fully set with the means of communication used to transmit signals in full operation

(b) if the police have withdrawn their response to alarm calls

except where We agree otherwise

(5) all keys to the Intruder Alarm System are removed from The Premises when The Premises are left unattended

(6) You and each Keyholder

(a) keep secret the codes for the operation of the Intruder Alarm System

and

(b) do not leave details of the codes on The Premises

(7) You appoint at least two Keyholders and notify this in writing to the police and the alarm company who are contracted to maintain the alarm. You must also tell them of any change of Keyholders

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

or

the means of communication have been interrupted

a Keyholder must attend The Premises as soon as possible following such notice and a

## Conditions Precedent continued

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Responsible Person must remain there until the requirements of paragraph 4 have been complied with.

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

(9) if You receive notice

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

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

and

comply with all alternative security measures We require.

(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 must be secured by key operated locking devices or screwed permanently shut
- (4) any security measures stipulated or agreed by Us in writing are implemented and in full and effective working order.

Any door or window designated a fire exit by any person who is legally responsible under current fire safety legislation, is excluded from these requirements.

## Minimum Security

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

(1) final exit doors must be secured as follows:

- (a) timber doors - by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
- (b) aluminum doors - by cylinder mortice lock operating a swinging lock bolt
- (c) PVCu doors - by key operated multi-point locking devices having three or more locking points
- (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

(2) all other external doors and internal doors leading to common areas or other premises, must be secured:

- (a) by the means set out in (1), or

# Policy Conditions

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

## (1) Alteration of Risk

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

- (a) which increases the risk of loss, destruction, damage, accident or injury

or

- (b) where Your interest ceases except by will or operation of law

unless We have accepted the alteration.

## (2) Arbitration

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

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

## (3) Average

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

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

## (4) Cancellation

We may cancel the policy

- (a) by sending You thirty days written notice to Your last known address.

We will refund a proportionate part of the premium paid for the unexpired period

- (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) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will

lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim within
  - (i) 30 days
  - or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

of you becoming aware of the event or occurrence, or such further time that We may allow.

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

## (6) Contribution

**Applicable to Public and Products Liability section and Employers Liability section**

- (a) If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under

## Policy Conditions continued

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such other insurance had these sections not been effected.

### Applicable to all other sections insured by this policy

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

### (7) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

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

### (8) Fraud

We will at Our option avoid the policy from the inception of this insurance or from the date of the claim or alleged claim, or avoid the claim

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated, whether ultimately material or not
- or
- (b) a false declaration or statement is made or fraudulent device put forward

in support of a claim.

### (9) Identification

The policy and Schedule will read as one contract.

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

### (10) Index Linking

- (a) Renewal

where it states in the Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. We may select alternative measures if any of these indices are unavailable.

- (i) any building and tenants improvements item

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

- (ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry.

- (b) Claims

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

### (11) Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if You or anyone acting for You fails to disclose, misrepresents or misdescribes any material fact.

### (12) Our Rights

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

- (a) enter or take possession of the building or premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal within in a reasonable

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manner

without incurring liability or reducing Our rights.

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

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

You are not entitled to abandon property to Us.

### (13) Reasonable Precaution

You will

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

### (14) Reinstatement

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

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

which We require

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

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

### (15) Subrogation

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

- (a) enforce a right or remedy

or

- (b) obtain relief or indemnity

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

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

### (16) Subjectivity

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

- (a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:
  - (i) providing Us with any additional information requested by the required date(s),
  - (ii) completing any actions agreed between You and Us by the required date(s),
  - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, You must allow us access to The Premises and/or The Business to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

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

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

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

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

In the event that the matter cannot be resolved:

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

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

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