



FEDERATION OF SMALL BUSINESSES

BUSINESS FROM HOME
PROTECTOR POLICY

Arranged by

FSB INSURANCE SERVICE
a Trading name of

TOWERGATE UNDERWRITING GROUP LTD

Underwritten by AXA Insurance UK PLC

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

BUSINESS FROM HOME PROTECTOR INSURANCE POLICY

This Policy has several Sections. Check your Schedule to see which Sections are in Force.

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INDEX LINKING

The sums insured will be adjusted monthly in line with:

Buildings	the General Building cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors
Household Contents -and All Risks	the Consumer Durables Section of the Governments Retail Price Index or another appropriate index.
Business Contents	the output of Manufactured products Section of the price Index Numbers of Output (Home Sales) issued by the Department of Trade and Industry.

No charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums Insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided You have not unreasonably delayed notification or settlement of the claim.

How to use your Business from Home Protector Policy

Here is your new Policy containing details of the cover you have bought. We have made every effort to make our intentions clear. Please read your Policy carefully and if you have any queries we or the FSB Insurance Service will be pleased to help you.

We aim to provide a high level of service and to pay Claims fairly and promptly within the terms set out in the Policy.

HOW TO MAKE A CLAIM

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

WHAT COVER IS INCLUDED?

The Policy is divided into a number of different Sections. To find out which Sections are in force you should check your Schedule, the document enclosed with the Policy. The Schedule also tells you for how much are insured under each Section.

Please make sure that you have the right protection for your present needs. As and when your needs change, your Policy can be easily updated or extended. When you require amendments to your policy we will issue you with the new Schedule or any endorsement to the Policy as appropriate.

CHANGES IN YOUR CIRCUMSTANCES

Your Policy has been based on the information which you have given us about yourself and your business. You must tell us immediately of any changes to this information including of course, any change of address. You must also notify us if you are declared bankrupt or convicted of any serious criminal offence such as arson, fraud, forgery, theft, robbery or handling of stolen goods.

BUSINESS FROM HOME PROTECTOR INSURANCE COVER

AXA Insurance UK plc will pay for any loss, damage, injury costs or liability described in this Policy arising from events happening during any period of insurance for which you have paid and we have accepted the premium.

The application and declaration signed by you are incorporated into this insurance contract. This Policy should be read together with the Schedule and any Endorsements.

Only those sections shown as included on the Schedule are in force.

Making a Complaint

FSB Insurance Service aims to provide the highest standard of service to every customer.

If our service does not meet your expectations we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with. Telephone contact is often the most effective way to resolve complaints quickly. If your complaint relates to a claim on your policy, please contact the department dealing with your claim. If your complaint relates to anything else, you can write to us at

The Managing Director
FSB Insurance Service,
Downsview House,
141-145 Station Road East,
Oxted,
Surrey
RH8 0QE
Telephone: 0844 892 1484
Fax: 0844 892 1564
email: fsb@towergate.co.uk

When you make contact please tell us the following information:

- Name address and postcode, telephone number and e-mail address (if you have one)
- Your policy and / or claim number, and the type of policy you hold
- The name of your insurance agent / firm (if applicable)
- The reason for your complaint

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Beyond FSB Insurance Service

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider your complaint if we have given you our final decision.

You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9GE
Tel: 0800 023 4567*

Tel : 0300 123 9123**
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Web : www.financial-ombudsman.org.uk

** free for people phoning from a 'fixed line' (for example, a landline at home)*

*** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02*

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate your complaint quickly and thoroughly.
- Keep you informed of progress of your complaint..
- Do everything possible to resolve your complaint.
- Learn from our mistakes.
- Use the information from complaints to continuously improve our service.

Telephone calls may be monitored or recorded.

Definitions

Note that Special Definitions apply to Section 7 - Liability

British Isles: England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Buildings: The Premises and their permanent fixtures and fittings, swimming pools, paths, walls, hedges, gates and fences all contained within the boundaries of the land belonging to the Premises for which you are responsible.

Business Contents: Furniture, business machines and equipment, fixtures and fittings, stationery, trade samples, stock and goods, in trust, together with documents, business books and computer system records, but only for the value of the materials as stationery or consumable together with the cost of clerical labour and computer time required for their reproduction (excluding expenses incurred in connection with the retrieval and/or production of the information to be recorded therein) and not for the value to the Policyholder of the information contained therein, subject to a maximum of £1,000.

The term Business Contents also includes business Employees' and Domestic Employees' and visitors' personal effects excluding Personal Money and property insured elsewhere up to a limit of £200 per person.

The term Business contents does not include:

- a) Property more specifically insured
- b) Wines, spirits or tobacco except for an amount not exceeding £250
- c) Motor vehicles or their accessories, furs, jewellery, precious metals and stones.

Business Employee: Person engaged or employed by you for the purpose of carrying out duties arising out of the Business.

Domestic Employee: Person engaged or employed by you for the purpose of carrying out normal domestic duties arising out of the occupation of the Buildings by you and your family.

Excess: The first part of any claim which you must pay.

Household Contents: Household goods and personal property Personal Money up to £100 Valuables up to £1,000 for any one item and £5,000 in total all belonging to or the responsibility of you or your family and contained in the Premises or in the open within the boundaries of the land belonging to the remises. Property in the open is limited to £200.

The term Household Contents does not include- Property more specifically insured, motor vehicles (other than domestic gardening machines), caravans, water craft, aircraft and their accessories, animals, securities and documents of any kind, permanent fixtures and fittings property held for any professional or business purposes, external satellite dish aerial

Income:	The money paid or payable to you in the course of the Business for goods sold and delivered and for services rendered less the purchase cost of such goods.
Indemnity Period:	The period beginning with the occurrence of the Specified Event the ending not late than 12 months thereafter during which the results of the Business shall be affected as a result of the loss or damage.
Personal Effect & Clothing:	Personal property which is normally worn or carried on or about the person
	The term Personal Effects and Clothing does not include- Personal Money, credit cards, sports clothing and equipment (which should all be insured separately) contact or corneal lenses.
Personal Money:	Cash, bank or currency notes, cheques, travellers cheques, postal or money order savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.
Premises:	The private dwelling and its domestic outbuildings and garages at the address shown in the Schedule.
The Business:	Your trade or occupation as described in the Schedule and carried out within the Buildings.
Unoccupied:	Not lived in for 30 consecutive days or more or insufficiently furnished for normal occupation.
Valuables:	Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs, televisions, radios, home computers, audio and video equipment.
We/Us/Our/Company:	AXA Insurance UK plc
You/Your:	'The Insured' named in the Schedule
Your Family:	You, Your spouse, children, parents and other relatives who normally live with you.

Section 1 – Buildings

Your Schedule tells you if this Section is in force.

We will pay for

A. The Basic Cover

Loss or damage to Buildings caused by:

- 1 Fire, explosion, lightning, earthquake
- 2 Smoke
- 3 Riot, civil commotion, labour or political disturbances
- 4 Malicious persons or vandals
- 5 Storm or flood
- 6 Escape of water or oil from any fixed heating or domestic water installation washing machines or dishwashers
- 7 Theft or attempted theft.
- 8 Collision involving aircraft or aerial devices or anything dropped from them
- 9 Falling trees or branches
- 10 Falling receiving aerials, Satellite dishes and their fittings or masts
- 11 Subsidence or heave of the site on which the Buildings stand, or landslip.

We will not pay for

2 Damage caused by any gradually operating Cause

4 Loss or damage caused by persons lawfully on the Premises. Loss or damage while the Premises are Unoccupied

5 Loss or damage occurring to hedges gates or Fences

6 Damage caused while the premises are Unoccupied

7 Loss or damage caused by You or Your family or any Business or Domestic Employee or tenant. Loss or damage occurring while the premises are Unoccupied

8 Damage caused by domestic pets, vehicles or Animals

9 Damage to hedges, gates and fences

11 The first 1,000 of any claim.

Damage resulting from coastal or river erosion. Damage resulting from faulty workmanship or the use of defective materials. Damage resulting from demolition, alteration or repair to the Buildings. Damage resulting from the movement of solid floors unless the foundations beneath the walls of the Premises are damaged at the same time. Damage to paths, drives terraces, patios, walls, gates Fences, Swimming pools and tennis courts unless the foundations beneath the external walls of the Premises are damaged at the same time.

- | | |
|--|---|
| <p>B Frost Damage to Plumbing
Installations Frost damage to interior fixed domestic water or heating installations</p> | <p>B Damage caused while the premises are Unoccupied.</p> |
| <p>C Breakage of Glass and Sanitary Fittings
Accidental breakage of glass, sanitary ware and ceramic hobs, all forming part of the Premises.</p> | <p>C Breakage caused while the Premises are Unoccupied</p> |
| <p>D Damage to Underground Services Accidental damage to underground services to the Premises for which you are legally responsible.</p> | |
| <p>E Additional Costs The Additional costs of:</p> <p>(a) complying with Government Or local Authority</p> <p>(b) architects, surveyors and other professional fees</p> <p>(c) clearing debris, demolition, shoring or propping up necessary as a result of loss or damage insured by this Section.</p> | <p>Ea cost of complying with requirements notified before the loss or damage occurred</p> <p>Eb Fees charged for preparing any claim under this policy</p> |
| <p>F Temporary Accommodation and Loss of Rent Up to 10% of the Sum Insured on Buildings for:</p> <p>a) the reasonable costs of other necessary temporary accommodation</p> <p>(b) loss of rent payable by this Section</p> | |
| <p>G Property Owner's Liability Up to 1,000,000 for any one cause plus defence costs and expenses incurred by You with Our consent, to indemnify You against legal liability for:</p> <p>(a) Accidental death, bodily injury o</p> <p>(b) Damage to property arising from</p> <p>(i) the ownership of the premises and its land</p> <p>(ii) any Premises formerly owned and occupied by You and which You have sold and incurred liability by reason of section 3 of the defective Premises Act 1972, provided that no other insurance covers the liability.</p> | <p>G Liability arising from;</p> <p>any profession, business or employment of You or Your family</p> <p>the ownership or use of motor vehicles (other than gardening machines or lifts</p> <p>any agreement or contract unless liability would have applied anyway</p> <p>Liability arising for;</p> <p>damage to property which belongs to You or Your Family, household or Domestic Employees</p> <ul style="list-style-type: none"> - death, injury or disease to any person - employed by You – <p>the cost of remedying any defect or alleged defect in any Premises</p> |

Settlement of Building Claims

We will at Our option pay the cost of repair or replacement provided that at time of loss or damage the Sum Insured is not less than the rebuilding cost and the Buildings are in good repair.

The total amount payable under paragraphs A to E still not exceed the Sum Insured.

If the Buildings are not in good repair or if repair or replacement is not carried out. We will at Our option:

- (a) pay the cost of repair or replacement less a deduction for wear and tear and depreciation or
- (b) pay for the reduction in market value caused by the loss or damage.

The rebuilding cost is the cost of rebuilding the Buildings in the same size and style and condition as when new, including the Additional Costs described in paragraph E of this Section.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the rebuilding cost We will only pay the same proportion of the loss or damage as the Sum Insured bears to the full rebuilding cost.

For example, if the Sum Insured represents only one half of the rebuilding cost We will only pay for one half of the amount lost or damaged.

Section 2 – Household Contents

Your Schedule tells you if this Section is in force.

We will pay for

A. The Basic Cover
Loss of or damage to the Household Contents whilst contained within the Premises caused by:

1. Fire, explosion, lightening, earthquake

2. Smoke

3. Riot, civil commotion, labour or political disturbances.

4. Malicious persons or vandals

5. Storm or flood.

6. Escape of water or oil from any fixed heating or domestic water installation, washing machines or dishwashers.

7. Theft or attempted theft.

8. Collision involving aircraft or aerial (or anything dropped from them) vehicles or animals

9 Falling trees or branches

10 Falling receiving aerials, Satellite Dishes and their fittings or masts

11 Subsidence or heave of the site on which

We will not pay for

2. Damage caused by any gradually operating cause

4. Loss or damage resulting from theft or any attempted theft.
Loss or damage caused by persons lawfully on the Premises
Loss or damage caused while the Premises are Unoccupied.

5. Loss or damage caused by frost, subsidence, heave or landslip

6. Loss or damage caused while the Premises are unoccupied.

7. Loss of Personal Money unless involving forcible and violent entry to or exit from the Premises.
Loss or damage occurring while the Premises or any part are lent or let unless involving forcible and violent entry to or exit from the Premises. Loss or damage caused while the Premises are Unoccupied.
Loss or damage contributed to or caused by You, Your Family or Your Business or Domestic Employee or any tenant.
Loss by deception unless deception is only used to gain entry to the Premises.

8 Damage caused by domestic pets. Devices

11 Damage resulting from coastal or river

the Buildings stand, or landslip

erosion. Damage resulting from faulty workmanship or the use of defective materials. Damage resulting from demolition, alteration or repair to the Premise
Damage resulting from the movement of solid floors

Accidental damage extension

Your Schedule tells you if this cover is in force

12. Accidental damage occurring to Household Contents in the

12. The amount of any Excess shown in Your Schedule of Premises Damage caused while the Premises are lent, let, or Unoccupied. Damage which is specifically excluded elsewhere in Section 2 -Household Contents. Damage to Personal Money, sports clothing and equipment, Personal Effects and Clothing and contact or corneal lenses. Deterioration of food. Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause. Damage caused by mechanical or electrical breakdown

B Breakage of Glass and Mirrors

Accidental breakage of mirrors glass tops to furniture and ceramic hobs and fixed glass in furniture in the Premises

B Breakage caused while the Premises are Unoccupied

C Damage to Electrical Equipment

Accidental damage to domestic televisions radios, home computers, audio and video equipment in the Premises.

C Damage to records, films, tapes, Cassettes discs, cartridges or style. Damage caused by wear and tear, mechanical or electrical defect. Damage caused by cleaning repair, restoration or use contrary to makers' instructions
Damage caused while the Premises are Unoccupied

D Household Removal

Accidental loss or damage to Household Contents while in direct transit from the Premises for permanent removal to another address within the British Isles

D Loss of or damage to china, glass, transit earthenware and brittle items unless they have been packed by a professional packer. Loss or damage caused by scratching denting or bruising. Loss of or damage to property in storage. Loss or damage insured elsewhere

E Household Contents Temporarily Removed

Up to £2,500 for loss of or damage to Household Contents while temporarily removed from the Premises but still in the British Isles caused by

- (a) Circumstances insured by The Basic Cover described above except for theft or attempted theft.
- (b) Theft
 - (i) From or while in direct transit to or from any bank or safe deposit
 - (ii) From any business where You or Your family are employed or carry on business or reside
 - (iii) From any building where entry or exit has been gained by forcible means

E Loss or damage to property for sale or away on exhibition or in a furniture depository

F Temporary Accommodation

Up to £5,000 for the reasonable costs of other necessary temporary accommodation if it is not possible to live in the Premises as the result of loss or damage insured by The Basic Cover.

G Theft of Keys

Up to £250 for the replacement of external door locks to the Buildings if their keys are stolen

H Frozen food

Up to £200 for spoilage of domestic food in any freezer in the living accommodation of the Premises caused by any malfunction rise or fall in temperature in freezer

H Spoilage resulting from the deliberate disconnection by the supplying authority of or the individual gas or the electricity supply to Your Premises

I Tenants Liability

Up to 10% of the Sum Insured on Contents for damage to the Buildings as described in paragraphs A1 -A11, B, C and D of Section 1, Buildings and the additional costs described in paragraph E of that Section

J Liability arising from
-damage to property which belongs to You or Your Family, household or Domestic Employees, or is in their custody or control
- the ownership of the Premises and its land or other buildings or land
- any profession, or employment of You or Your Family

J Occupiers and Personal Liability

Up to £1,000,000 for any one cause (other than death, bodily injury or disease of Your Domestic Employees where the amount is unlimited, plus defence costs and expenses incurred by You with Our consent to indemnify You and Your Family against legal liability for:

- (a) accidental death, bodily injury or disease of any person

- (b) accidental damage to property
 - (i) from the occupation (not ownership) of the
 - (ii) from the employment or engagement of any Domestic Employee
 - (iii) in any other personal capacity anywhere in the British Isles or temporary visit world-wide

- the ownership or use of motor vehicles (other than domestic gardening machine) or lifts
- the ownership or use of aircraft or water craft unless they are models or hand propelled
- any agreement or contract unless liability would have applied anyway

K Uncovered Court Awards

Up to £1,000,000 for sums which You or Your Family have been awarded for accidental death, bodily injury or disease or accidental damage to property of the type described in paragraph J and where We are satisfied that these sums are not recoverable from the party held responsible by the Court. The award must be made by court in the United Kingdom and must not be the subject of any appeal

- K - animals which escape from or property kept on land other than Your Premises
- Loss or damage to property, or injury, illness or disease arising directly or indirectly from the transmission of any member of Your Family or any Domestic or Business Employee

Settlement of Household Contents Claims

We will pay the cost of repair or at Our option for replacement as new (less an amount for wear, tear and depreciation on clothing and household linen) provided that, at the time of loss or damage the Sum Insured is not less than the full replacement cost.

The full replacement cost is the cost of replacing all Household Contents as new less an amount for wear, tear and depreciation on clothing and household linen.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the sum Insured is less than the full replacement cost We will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost. We will only pay for one half of the amount lost or damaged.

Matching Items

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of similar nature, colour or design.

Section 3 – Personal Possessions

Your Schedule tells you if this Section is in force

We will pay for

Loss of or damage to property owned by You or Your Family and described in the Schedule.

Cover applies anywhere in the British Isles and for up to 60 days in any period of insurance anywhere in the World.

Loss of or damage to Credit Cards which means financial loss from fraudulent use by any unauthorised person of credit, charge or cash cards.

We will not pay for

The amount of any Excess shown in Your Schedule.

Loss or damage caused by

- wear, tear, fungus, insects, vermin, domestic pets, any gradually operating cause or atmospheric or climatic conditions or depreciation, cleaning, alteration or person repair.
- mechanical or electrical breakdown.
- detention or confiscation by Custom or other officials.
- theft from any unattended motor vehicle unless all doors, windows and other openings have been locked and the property hidden from view.
- deception unless deception is only used to gain entry to the Premises.

Loss of or damage to

- sports equipment in the course of play.
- musical instruments by scratching or denting
- pedal cycles while racing
- pedal cycle by theft unless securely locked while unattended away from the premises.
- pedal cycle tyres or accessories unless the pedal cycle is lost or damaged at the same time.
- Personal Money by mistake in change, counting or overpayment
- Personal Money unless such loss or damage is reported to the Police within 24 Hours of its discovery
- property held for professional or business purposes

Settlement of Personal Possessions Claims

We will at Our option pay the cost of repair or for replacement as new (less an amount for wear, tear and depreciation on clothing).

Where You have chosen not to repair or replace an item We will make a deduction for wear, tear and depreciation.

Sums Insured will not be reduced by the amount of any claims except for individually Specified Items which will be removed from cover after total loss or destruction. You should tell Us if Specified items are to be insured again after replacement.

The Sums Insured should be the cost of replacing all items covered as new less an amount for wear, tear and depreciation on clothing

Section 4 – Business Contents

We will pay for

Loss of or damage to the Business Contents while contained within the Premises and caused by:

1. Fire, lightning, explosion earthquake

2. Smoke.

3. Riot, civil commotion, labour and political disturbances

4. Malicious persons or vandals.

5. Storm or Flood

6. Escape of water or oil from any fixed heating or water installation and machinery permanently connected thereto

7. Theft or attempted theft

We will not pay for

The amount of any Excess shown under the Section in Your Schedule

1. Damage to Business contents while undergoing the application of heat. Electrical equipment damaged by its own self-ignition.

2. Damage resulting from any gradually operating cause.

3. Loss or damage resulting from cession of work.

4. Loss or damage resulting from theft or any attempted theft. Loss or damage caused while the Premises are Unoccupied. Loss or damage caused by You or Your Family.

5. Loss or damage caused by frost, Subsidence, heave or landslip. Damage in any cellar, basement, Outbuilding or garage unless the Business Contents are placed on racks at least 6 inches above floor level. Loss of or damage to moveable property in the open

6. Loss or damage caused when the Premises are unoccupied. Damage in any cellar, basement, out building or garage unless the Business Contents are placed on racks at least 6 inches above floor level.

7. Loss or damage occurring while the Premises are Unoccupied. Loss or damage deliberately contributed to or caused by You, Your Family or any Business Employee, Domestic Employee or any tenant. Loss of or damage to property in the open. Any loss or damage occurring while the Premises are unattended unless all existing protective devices for securing all external doors windows and other apertures have been placed in full and effective operation. Loss by deception unless deception is only used to gain entry to the Premises

8 Hold-up - being theft or attempted theft involving violence or threat of violence to You, Your Family or any Business Employee or Domestic Employee

9 Collision involving aircraft or aerial devices (or anything dropped from them), vehicles or animals

9 Damage caused by domestic pets

10 Falling trees or branches

11 Falling receiving aerials, Satellite Dishes and their fittings or masts

Accidental damage extension

Your Schedule tells You if this cover is in force.

12 Accidental damage occurring to Business Contents in Premises

12 The amount of any Excess shown in Your Schedule. Damage caused while the Premises are lent, or Unoccupied. Damage which is specifically excluded elsewhere in Section 4- Business Contents. Deterioration of food. Damage caused by wear and tear atmospheric or climatic conditions rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause. Damage caused by mechanical or electrical breakdown

Settlement of Business Contents Claims

The amount payable in respect of any claim under this Section for loss of or damage to property other than stock in trade, goods in trust, personal effects and documents will be the cost of replacing or repairing such property to equal its condition as new provided that:

- (i) replacement or repair of the lost or damaged property has taken place and
- (ii) any work of replacement or repair has been commenced and carried out without delay and as economically as possible.

In respect of stock in trade, goods in trust, personal effects and documents, the amount payable shall be at Our option, the cost of replacement, repair or indemnity.

If at Your option, the lost or damaged property is not replaced or repaired, the amount payable will be reduced to allow for wear and tear or depreciation.

Underinsurance

If the Sum insured is less than the full replacement cost We will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost, We will only pay for one half of the amount lost or damaged.

The Sum Insured will not be reduced by the amount of any claim.

Section 5 - Money

We will pay for

the loss of crossed cheques, crossed Girocheques, crossed postal order, crossed money orders, credit company sales vouchers, Value Added Tax purchase invoices or National Savings certificates while contained in the Premises up to a maximum in total of £100,000.

the loss of cash, bank or currency notes while on the Premises or in direct transit to a bank or in a bank night safe up to a maximum of £1000, unless contained in a locked safe where upon the maximum payable will be increased. to £2000.

the replacement or repair of any safe damaged in the Premises by theft or attempted theft.

We will not pay for

the amount of any Excess shown under this Section in your Schedule.

loss arising from fraud or dishonesty of any Business Employee or Domestic Employee not discovered within 7 working days of the occurrence.

loss from any machine operated by notes, coins or tokens. loss

from any unattended vehicle.

any consequential loss of shortages due to error or omission or any depreciation in value.

loss resulting from any business transaction.

shortages due to clerical or accounting errors.

Malicious Attack

We will pay the sum or sums set out below in the event of You or any of Your Employees receiving bodily injury by violent external and visible means arising out of or resulting from a malicious attack or attempted threat by any person stealing or attempting to steal money or Contents.

If bodily injury as described above occurs during the currency of this Policy and is the sole and direct cause of:-

A Death	We will pay £3,000
B Total loss of or loss of use of a limb or limbs and/or the total irrecoverable loss of sight of an eye or eyes	We will pay £3,000
C Permanent total inability to attend to any occupation or business	We will pay £30 per week for up to a maximum of 104 weeks in respect of any one incident
D Temporary total inability to attend to the usual occupation or business	

We will not pay for

any death, loss, or disablement which occurs more than 12 months after the date of injury.

any claim under benefit B) unless the injured person suffers permanent total loss of use of an entire hand, arm, foot or leg, or suffers a total loss by physical separation at or above the wrist or ankle.

more than one benefit in respect of the same incident or the same period of incapacity except benefit C) which shall become payable as soon as We are satisfied that the inability is permanent (if such is the case). Upon benefit C) becoming payable no further benefit under D) shall be due.

any claim the consequence of pre-existing mental or physical defect or infirmity.

In addition to the above We will pay for loss of or damage to personal effects resulting from an attack up to a maximum sum of £250 per person

Section 6 – Business Interruption

Your Policy Schedule tells you if this Section is in force and if so, which of the three Covers 1,2 or 3 below apply.

IF THE BUSINESS IS AFFECTED BY ANY OF THE FOLLOWING EVENTS (Each referred to as a Specified Event):

- (a) Loss of or damage to the Buildings or the Business Contents due to any of the causes specified in Section 4, subject to a valid claim being made and agreed by Us under the Buildings or the Business contents Section.
- (b) Loss of or damage to property in the vicinity of the Buildings due to any of the causes specified in Section 4 which prevents or materially hinders the use of the Buildings or access to them whether the Buildings or Business Contents are damaged or not.
- (c) Closure of the Premises by a competent authority due to an infectious disease or food poisoning suffered by any visitor or Business Employee or by defective sanitation, vermin or pests at the Premises or by murder or suicide occurring at the Premises.
- (d) Accidental failure of:-
 - (i) the public telephone system serving the Premises
 - (ii) the public electricity, gas or water supplies at the point of connection to the Premises but excluding any failure due to the deliberate act of the telephone or supply authorities or as a result of strikes (whether official or not) or other industrial action.

We will pay for

Cover 1 - Loss of Income

The amount payable shall be

- (a) the amount by which the Income during the Indemnity Period falls short of the Income which would have otherwise been received during the same period.
The amount may be adjusted if necessary to allow for the trend of the Business and for other factors affecting the Business so that the adjusted figures shall represent as far as possible the results which otherwise would have been obtained during the Indemnity Period
- (b) additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing a reduction in Income during the indemnity Period as a result of the Specified Event but not exceeding the amount otherwise payable under (a) above.

less any sum saved during the Indemnity Period in respect of expenses of the Business payable out of Income which cease or are reduced in consequence of the Specified Event

Provided that if the Sum Insured by this Section be less than the Income which would have been earned in the 12 months following the date of the Specified Event the amount payable shall be proportionately reduced.

If as a result of the damage to the Business is conducted elsewhere any Income therefrom will be taken into account in calculating loss of Income.

The total amount recoverable under this Section shall not exceed the Sum Insured specified in the Schedule.

We will not pay for

Loss of Income for any period after the Business is wound up or carried on by a liquidator or receiver or is permanently discontinued.

Cover 2 -Additional Expenses only

The amount of Additional expenses necessarily and reasonably incurred to prevent or minimise the effects on the Business during the Indemnity Period as a result of the Specified Event.

In determining the amount payable allowance shall be made for any savings in normal costs and expenditure and any amounts for which the Insured is entitled to as indemnity under any other Section of Sub-Section of this Insurance.

Cover 3 - Loss of Book Debts

Outstanding debit balances not received or traced as a result of the Specified Event together with the additional expenditure necessarily and reasonable incurred for the sole purpose of tracing and establishing outstanding balances (but not exceeding the estimated amount of the debit balances to be traced).

Provided that You maintain an up-to-date monthly record of the outstanding debit balances and keep a copy of the total of such balances at premises other than those to which the insurance applies.

We will not pay for loss arising from bad debts, erasure, distortion or deliberate falsification of business records nor in total for more than the sum insured under this Sub-Section.

Additional Cover

In addition We will pay for professional Accountants or Auditors charges reasonably incurred for producing and certifying details of any claim under this Section as We may require

Section 7 - Liability

Your Schedule tells you if any of the following Sub-Sections A, B or C are in force.

A. Employer's Liability

We will indemnify You and Your Family against liability at law to pay compensation and claimants' costs and expenses in respect of Injury to any Business Employee arising out of and in the course of his employment by You in connection with the Business caused during the Period of Insurance within the Territorial Limits.

HEALTH AND SAFETY AT WORK

We will indemnify You and Your Family and also at Your request any director, partner or Employee in respect of Legal Costs incurred in defending any prosecution for breach of duty under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland), Order 1978 committed to alleged to have been committed during the Period of insurance including Legal Costs and Expenses incurred with our consent in an appeal against a conviction resulting from a prosecution.

We will not be liable for:

- (a) The payment of fines or penalties
- (b) Legal Costs in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which the person claiming to be indemnified knew or should have known would be likely to constitute an offence under the Above Act or Order.
- (c) Legal Costs in respect of which You are entitled to indemnity from any other insurance (other than the excess beyond the indemnity obtainable from such other insurance).

B. Public Liability

We will indemnify You and Your Family against liability at law to pay compensation and claimants' costs and expenses in respect of:

- (a) Accidental Injury to any person other than as provided under Sub-Section A above.
- (b) Accidental loss of or accidental damage to Property.

occurring during the Period of Insurance and caused in connection with the Business within the Territorial Limits.

We will also at Your request Indemnify under the terms of this Section any director, partner or any Employee in respect of liability for which You would have been entitled to Indemnity under this Section if the claim for which Indemnity is being sought had been made against You

We will not be liable for:

Any injury, loss or damage caused by or arising from any Goods sold or supplied by You.

C. Products Liability

We will indemnify You against liability at law to pay compensation and claimants' costs and expenses in respect of:

- (a) Accidental injury to any person other than as provided under Sub-Section A above

(b) Accidental loss of or accidental damage to Property

occurring during the Period of Insurance and caused in connection with the Business and arising out of the Sale or Supply of Goods by You.

Exceptions applying to Section 7 Sub-Sections B and C We will not

be liable for

1. Loss or damage to Property belonging to You or Your Family or in the custody or under the control of You or ;Your Family or Employees other than Property belonging to Your directors or Employees.
2. Loss or damage to that part of any Property on which You or any of Your Employees or Your agent is or has been working where the damage results from such work.
3. Any Liability arising out of work undertaken away from the Premises other than delivery or collection by You or any of Your Employees (unless stated otherwise in Your Schedule).
4. Injury, loss or damage caused by or arising from the ownership, possession, use, loading or unloading by You or on Your behalf of any aircraft, hovercraft or water-borne craft (other than hand-propelled craft).
5. Injury, loss or damage caused by or arising from the ownership, possession or use by You or on Your behalf of any mechanically-propelled vehicle or machine or trailer attached thereto
 - (i) which is licensed for road use or
 - (ii) for which a certificate of motor insurance or security is required or
 - (iii) in respect of which You are entitled to Indemnity under any other Policy
6. Injury, loss or damage caused by or arising from the loading or unloading of, or the bringing of a load to or taking of a load, from any vehicle, machine or trailer if You are entitled to Indemnity under any other Policy
7. Injury, loss or damage caused or arising from
 - (i) the making up, dispensing, sale or supply of drugs or medicines or
 - (ii) any process of laundering, dyeing or dry cleaning or
 - (iii) advice given or treatment rendered by or through You or your Employees.
8. The cost of making good, repairing or replacing any Goods sold, supplied, repaired, services, tested or processed by or though You.
9. Any injury, loss or damage caused by or arising from any Goods known by You to be for use in or supply to the United States of America or Canada.
10. Liability assumed or retained by You under a contract of agreement, unless such liability arises solely because of a condition or warranty of goods implied by law, or would otherwise have arisen in the absence of the contract or agreement.
11. Compensation and claimants costs and expenses in respect of Products Liability unless the action is brought in a court of law in the European Economic Community.
12. Liability arising out of advice, plan, design formula or specification given
 - (i) for a fee
 - (ii) in connection with any Product supplied (other than normal instructions for

proper use or maintenance)

13. i) Personal Injury of Bodily Injury or loss of, or loss of use or property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph i) shall not apply to liability for Personal Injury of Bodily injury or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of Insurance.
- ii) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.
- iii) fines, penalties, punitive or exemplary damages

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this Clause not been attached

Settlement of Liability Claims

1. Limits of Indemnity

Our liability for compensation will not exceed the following:

- | | | |
|-----|---|-------------|
| (a) | Employers Liability | £10,000,000 |
| (b) | Public Liability | |
| | - any one claim or number of claims arising from one cause | £ 1,000,000 |
| | - in any one period of insurance | Unlimited |
| (c) | Products Liability | |
| | - arising from liability for Goods in any one Period of Insurance | £ 1,000,000 |

2. We may at any time pay to You the amount specified as the limit of indemnity (after the deduction of any sum or sums already paid as compensation) or any lesser amount for which any claim or claims in respect of Public Liability or Products Liability can be settled. Upon such payment We will relinquish conduct and control of and be under no further liability in connection with such claim or claims, except for costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.
3. In respect of any claim to which this Section applies. We will also pay all other costs and expenses incurred with Our written consent.
4. We will indemnify in the terms of this Section the legally appointed personal representative of any period claiming indemnity under this Section in the event of that person's death and in respect of liability incurred by such person.

Special Definitions to Section 7

The following definitions apply wherever they are used in this Section.

Employee:

- (a) any person who has entered into or works under a contract of service of apprenticeship with you or your family.
- (b) any person employed by a labour only sub-contractor
- (c) any self employed person
- (d) any person who is hired or borrowed by You or Your Family
- (e) any person who is engaged under a Work Experience Scheme or similar scheme. While working for You or Your Family in connection with the Business

Goods:

Any goods or products (including containers labelling instructions or advice provided in connection therewith) sold or supplied by You or Your Family in the course of the Business within the Territorial Limits.

Injury:

Bodily injury including death, illness and disease.

Legal costs:

Legal fees and expenses reasonably incurred by the solicitor appointed or agreed by us to represent you.

Property:

Material property

Territorial Limits:

- (a) British Isles
- (b) elsewhere in the world excluding the U.S.A. and Canada where directors, partners or your employees who are normally resident in the British Isles are on a temporary visit on your business for the purposes of non manual work.

We/Us/Our:

AXA Insurance UK PLC

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Section 8 – All Risks on Business Equipment

Cover is only operative under this Section if indicated on the Schedule.

We will pay for

loss of or damage to any of the property listed in the All Risks (Business Contents) Schedule appended to the main Schedule of this Policy. Cover in respect of computer systems records is limited to the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein.

We will not pay for

any amount in excess of the Sum Insured for each item.

any amount in excess of the total Sum Insured by this Section during any one period of insurance.

loss or damage caused by wear, tear, deterioration, moths, insects, vermin rust or any other gradually operating cause.

loss or damage caused by over winding or mechanical or electrical breakdown or failure. loss or damage to neon signs resulting from the penetration of water, rain or snow. scratching of painted or polished surfaces or breakage of glass, apart from glass in neon signs unless caused by fire, explosion or thieves.

the first £25 of each and every occurrence of loss or damage any loss or damage occurring outside the British Isles.

loss destruction or damage arising from confiscation's or detention by Customs of Government Officials.

Underinsurance

If the Sum Insured is less than the full replacement cost We will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost, We will only pay for one half of the amount lost or damaged.

Section 9 – Frozen Foods

Cover under this Section is operative only if stated in the Schedule.

We will pay for

Loss of or damage to frozen food belonging to the Business contained in any freezer cabinet or similar appliance used for the purpose of the Business and contained within the Premises, caused by any malfunction or rise or fall in temperature in such appliance.

We will not pay for

the first £50 of each and every occurrence of loss or damage spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electrical supply to the Premises spoilage resulting from any wilful act or wilful neglect by You

the contents of any appliance cold room or cabinet powered by a motor in excess of 2 horsepower or equivalent capacity

any amount in excess of the Sum Insured stated in the Schedule.

Section 10 – Goods in Transit

Cover is operative only if a Sum Insured is shown against this Section on the Schedule.

We will pay for

loss of or damage to Business Contents while being loaded upon, conveyed by or unloaded from any vehicle belonging to You or for which You are responsible and used in connection with the Business within the British Isles.

We will not pay for

loss of or damage to furs, suede and leather goods, jewellery, watches, gold, silver, other precious metals, precious stones or articles made from any of them, money, securities for money, stamps or livestock.

the breakage of glass, china, statuary, marble, plaster work, earthenware, scientific instruments, clocks, pictures and goods of a brittle nature, scratching and bruising of furniture or electrical or mechanical derangement unless caused by fire, theft or an accident to the conveying vehicle.

loss or damage to

- (a) wear and tear, deterioration, depreciation, mildew, rust, moth, vermin, insects, atmospheric or climatic conditions
- (b) theft or pilferage where any member of Your Family or a Domestic Employee or Business Employee is concerned whether as principal or accessory
- (c) delay or any consequential loss.

loss of or damage to Business contents from unattended vehicle unless

- (a) all doors (including luggage boots) are locked and all windows and the roof of the vehicle are closed and secured.
- (b) in addition at night the vehicle is parked or garaged within locked premises or yards.

the first £35 of each and every occurrence of loss or damage

Settlement of Goods in Transit Claims

Our liability for loss or damage to the Business Contents shall not exceed in any one Period of Insurance the Sum Insured recorded in the Schedule against this Section.

Underinsurance

If the Sum Insured is less than the full replacement cost We will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the sum Insured represents only one half of the full replacement costs, We will only pay for one half of the amount lost or damaged.

General Conditions

These conditions are only operative if stated in the Schedule. They apply to the whole Policy.

1. Protection Condition 1.

- (a) The final exit door must be fitted with a 5 lever mortise deadlock and a 7 inch box striking plate.
- (b) Other external doors must be fitted with either a 5 lever mortise deadlock and a 7 inch box striking plate or key operated bolts fitted top and bottom and used in addition to any existing lock.
- (c) Opening windows on the ground floor and other accessible windows must be fitted with key operated window locks.
- (d) Louvres in windows on the ground floor and in other accessible windows must be permanently fixed in place.

2. Protection Condition 2.

In addition to the physical protections as detailed in Condition 1 above an intruder alarm must be fitted in accordance with BS4737, by an installer approved by the National Supervisory Council for Intruder Alarms and comprising the following:

perimeter alarm contacts to doors and opening windows and foil or space/movement detectors to protect the shop front, all connected to a bells only signal alarm.

Whenever the Premises are closed for business or left unattended the intruder alarm shall be put into effective operation. The intruder alarm shall be maintained in an efficient condition and periodically inspected by an installer approved by the National Council for Intruder Alarms.

3. Waste

All trade waste must be cleared away at the end of each working day and placed in metal receptacles with metal lids

Extension to Cover

This extension only applies if stated in the schedule.

Endorsement D: Hairdressers and Beauticians Treatment Extension

Cover

Cover provided by Section 7 extends to include liability arising out of any operation usually undertaken in the ordinary course of the business as a Hairdresser and Beautician in the Premises or elsewhere in the United Kingdom (except any premises owned or occupied by You not being the Premises insured hereunder) by You or any Employee.

Definitions

Treatment shall mean:

- 1 washing, cutting, styling and drying of the hair
- 2 tinting, dyeing, bleaching, permanent waving or special treatment of the hair normally carried out by a hairdresser
- 3 eyebrow and eyelash plucking, shaping and tinting
- 4 manicure and pedicure (but not chiropody) including the application of acrylic coatings
- 5 application of cosmetics and facial masks including ionisation and steaming treatments
- 6 application of proprietary hair removal preparations
- 7 normal hairdressing work on wigs and hairpieces
- 8 ear piercing by the gun and stud method
- 9 the provision of electro-mechanical slimming, toning and firming treatments, provided
 - (i) the equipment is inspected at least annually by a qualified electrical engineer, and
 - (ii) customers are given detailed instructions on the safe use of the equipment, and
 - (iii) the use of the equipment is adequately supervised by a competent person
- 10 the provision of sauna, Turkish baths or hydro massage facilities, provided
 - (i) customers are given detailed instructions on the safe use of the equipment, and
 - (ii) the use of the equipment is adequately supervised by a competent person
- 11 hair removal by electrolysis, provided
 - (i) the equipment is operated only by trained and qualified operators, and
 - (ii) the equipment is inspected at least annually by a qualified electrical engineer
- 12 any additional treatments notified to and agreed by the Company

Qualified Operator

Any person 18 years or over who has either

- a more than 3 years continuous experience in the professional hairdressing and/or beauty therapy business
- b completed 2 years technical college training in hairdressing and/or beauty therapy.

Exclusions

We shall not be liable for any claim arising out of or attributable to:

- 1 application by You or any one acting on Your behalf or use upon Your advice or anyone acting on Your behalf of any lotion, hair dye or other preparation wholly or partly manufactured, produced, mixed or treated in any way by You or anyone acting on Your behalf
- 2 use contrary to the makers or vendor's instructions as regards failure to make the prior skin tests before use and/or subsequent procedures required or recommended by them in respect of any lotion hair dye or other preparation
- 3 any treatment carried out by any person other than a Qualified Operator except:
 - a the washing and drying of hair, hairpieces or wigs

- b whilst such person is under the direct and continuous supervision of a Qualified Operator
- 4 the treatment of any person who knows he or she suffers from skin allergies unless they produce, before treatment begins, a medical certificate stating they may undergo treatment
- 5 the use of razor blades, clipper blades, steel combs, needles or any other item which could pierce skin while in use unless they are thoroughly sterilised before use or being used for the first time
- 6 Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

For the purpose of this Exclusion "Pollution or Contamination" shall be deemed to mean

- (a) all Pollution or Contamination of buildings or other structures of water or land or the atmosphere and
- (b) all Damage or injury directly or indirectly caused by such Pollution or Contamination

Exclusions applying to the whole Policy

This Policy does not cover any injury, loss or damage, consequential loss or liability directly or indirectly caused by, or contributed to, or arising from:

1. War Risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or military or usurped power.

2. Sonic Bangs

Pressured waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3. Radioactive Contamination

- (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) The radioactive, toxic, explosive or other hazardous property of any explosive nuclear assembly or component

This exclusion shall not apply to Section 7A Employers Liability.

4. Terrorism Exclusion

Except in respect of claims arising under the Liability Sections this Policy does not cover loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

- 1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- 2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this Exception any loss damage cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition- Terrorism

For the purpose of this Exception an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

WAR CIVIL WAR POLITICAL RISK AND TERRORISM LIMITATION

Applicable only to Section 7 Employers Liability

The liability of the Company under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War Civil War Terrorism or Political Risk as defined below

For the purposes of this Exception "War Civil War Terrorism or Political Risk" means war invasion acts of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of property by or under the order of any government or public or local authority

Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above

For the purposes of this Exception "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

WAR AND TERRORISM COVER AMENDMENT CLAUSE

Applicable only to Section 7 Public Liability

The insurance provided by this Section is subject to the following Terrorism Limitations

1. The liability of the Company under this Section for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000 or the Limit of Indemnity shown in the Schedule whichever is the lesser

2. Notwithstanding paragraph 1 above the indemnity will not apply to legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of Terrorism or any action taken in controlling preventing suppressing or in any way relating to Terrorism

a) arising by through or in connection with

(i) the provision of Police fire or security services of any kind

(ii) any public or private utility including telecommunications electricity gas water radio and television

o public transport services whether rail road sea or air

b) arising out of the ownership operation or occupation of work in at or on

(i) airports airfields ports rail or underground stations freight or passenger terminals

(ii) government military or local authority establishments

(iii) buildings of more than 20 floors in height including basements and underground car parks (iv) facilities for the manufacture processing refining distribution or storage of liquid or gaseous fuel oil petrochemical chemicals explosives or ammunition

(v) tunnels bridges viaducts aqueducts dams river or sea defences

(vi) schools colleges universities or places of education or religious worship

(vii) sports stadiums theatres or entertainment arenas amusement parks exhibition or conference halls

For the purpose of this Exception "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

5. Property in Northern Ireland

Loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

(i) civil commotion

(ii) any unlawful, wanton or malicious act committed by a person or persons acting on behalf of or in connection with any unlawful association.

For the purpose of this exclusion:

'unlawful association' means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act, 1972.

'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where we allege that by reason of the provisions of this exclusion any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss, destruction or damage is covered shall be upon You

6. Cancellation

The Company may cancel the insurance by this Special Provision by giving seven days' notice by recorded delivery to the Insured's last known address provided that in the event of no claim having been made under this Special Provision in the current period of insurance the Company shall return to the Insured a proportionate part of any additional premium paid specifically for this cover for the unexpired period of the Policy.

7. Pollution or Contamination

This Policy does not cover any liability in respect of Pollution or Contamination for:

- (a) Personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly, arising out of the discharge dispersal release or escape of pollutants.
- (b) the cost of removing nullifying or cleaning up pollutants
- (c) fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants.

Notwithstanding the foregoing, this Policy shall cover liability otherwise excluded under paragraphs (a) and (b) above which

- (i) arises from a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place during the Period of Insurance, and
- (ii) is indemnified under not more than one annual period of insurance.

Provided that:-

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the Company for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Policy.

For the purposes of this Exclusion:-

- (a) Pollutants shall be deemed to mean any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste included material to be recycled reconditioned or reclaimed.
- (b) Pollution or Contamination shall be deemed to mean
 - (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
 - (ii) all loss or damage or injury directly or indirectly caused by such pollution or contamination

Conditions applying to the whole Policy

Conditions 1, 3 and 4 do not apply to Section 7A- Employers' Liability.

Condition 11 does not apply to Section 7A, 7B or 7C- Employers, Public and Products Liability.

1. Compliance with Terms

Our liability to make any payment under this Policy will be conditional upon:

- (i) the compliance with its terms and conditions by You or any person claiming indemnity or benefit
- (ii) the truth and accuracy of information given to Us about the risk insured.

2. Premiums

In the event of non payment of premium when due all cover under this Policy will cease immediately.

3. Recovery of Lost or Stolen Property

If any lost or stolen property is recovered You must let Us know as soon as reasonable possible by recorded delivery.

If the property is recovered before payment of the claim You must take it back and We will then pay for any damage.

If the property is recovered after payment of the claim it will belong to Us but You will have the option to retain it and refund any claim payment to Us.

4. Precautions

You shall:

- (i) take all reasonable precautions to safeguard the property insured against loss or damage, and to prevent injury, illness, loss or damage.
- (ii) exercise reasonable care in the selection and supervision of Domestic Employees and Business Employees
- (iii) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority

5. Alteration of Business or Premises

You must tell Us immediately of any changes to the information provided to Us upon which this Policy is based, including any change of address. You must also notify Us if You or any member of Your Family or any other person living with You is declared bankrupt or convicted of any criminal offence (other than conviction for a motoring offence resulting only in a fine or disqualification).

Unless such alteration has been agreed in writing by Us, the insurance shall cease if there shall be any alteration in the Business or in the Premises or property therein whereby the risk of loss, damage, liability, accident or injury shall be materially increased, or whereby Your interest shall cease except by will or operation of law.

6. Claims Notification Procedure

On the happening of any event which may give rise to a claim under this Policy, You must: (i) immediately notify

the Company and at Your own expense provide in writing such particulars and information as We may require within,

- a) 7 days of loss or damage by riot or civil commotion.
- b) 30 days of the expiry of the Indemnity Period in respect of a claim under Section 6 Business Interruption.
- c) 30 days of the occurrence of any other loss or damage or injury.

- (ii) inform the police immediately of any malicious damage or of the theft or loss of any property including money.
- (iii) forward to Us immediately on receipt any letter, claim, writ, summons or process
- (iv) take all responsible steps to diminish or avoid the loss or damage and, to minimise any interruption of or interference with the Business.

7. Our Rights

On the happening of any event which may give rise to a claim under this Policy We shall be entitled to:

- (i) enter the Premises where the loss or damage has occurred and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner. This Condition shall be proof of leave and licence for such purpose. No property may be abandoned to Us.
- (ii) exercise sole conduct and control over the defence of Person by any other party and no negotiation shall be entered into nor any admission of liability or any promise, offer or payment made without Our written consent.
- (iii) Prosecute in Your name, but for Our benefit any claim for damages or indemnity

8. Fraud condition

If **you** or anyone acting for **you**:

- 1 knowingly makes a fraudulent or exaggerated claim under **your** policy;
- 2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will:

- a** refuse to pay the claim;
- b** declare the policy void, treating it as if it had never existed without any refund of premium; and
- c** recover any sums that we have already paid under the policy in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

9. Contribution

We will not be liable for more than our rateable proportion of any claim arising under this Policy excluding Section 12) if at the time of the event causing the claim You are insured by any other Policy wholly or partly covering the same property of liability. If any other such Policy is subject to a provision wholly or partly excluding it from ranking concurrently with this Policy, or from contributing rateably We will not be liable to contribute to the claim except in respect of any excess beyond the amount which would be payable under such other Policy.

10. Cancellation

We may cancel this Policy by sending 7 days' notice by recorded delivery letter to You at Your last known address, and making a proportionate return of premium for the unexpired Period of Insurance. In the event of cancellation You must immediately return to Us any current Certificate of Insurance issued under Section 7A (Employers' Liability).

11. Arbitration

Provided that liability for a claim has been admitted, any dispute as to the amount to be paid shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. The making of an award shall be a condition precedent to any right of action against Us.

12. Governing Law

You and **we** can choose the law which applies to this policy. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this policy

Conditions applying to Section 7A - Employers' Liability

Liability to Employees

The insurance for Employers' Liability under Section 7A of this Policy is deemed to be in accordance with the provisions of the law relating to compulsory insurance of liability to Employees in the British Isles and any exclusions or conditions of this Policy shall not apply so far as they may otherwise prevent or prejudice a claim arising under Section 7A.

If, However, there shall have been non-observance of any Policy conditions by You or Your Family and We shall have paid any sum which We would not have paid but for provisions of such law, then You will immediately repay such sum to Us.

Terrorism Section (operative only if indicated in the Policy)

In consideration of the payment of the Premium in respect of the Period of Insurance, the cover provided is extended to include loss destruction or damage to the Property Insured as defined in Sections 1, 2, 3 or 4 or Damage as defined in Section 6 where covered occasioned by or happening in consequence of Terrorism as hereinafter defined for the purposes of this Section

Terrorism is defined for the purposes of this Section only as:

1. An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto as certified by her Majesty's Government or H M Treasury or any successor relevant authority

or

2. An act of any person(s) acting alone and not on behalf of or in connection with any organisation who carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto, and such act not being certified by Her Majesty's Government or H M Treasury or any successor relevant authority and in the event of any challenge to such non-certification the refusal to certify being upheld by a Tribunal confirming such non-certification

Provided always that the insurance provided by this Section is:

A. In respect only of the insurance provided by paragraph 1 of this section not subject to the General Exceptions of the Policy but is subject to the following War and Allied Risks Exclusion:- Loss destruction or damage to the Property Insured or Damage occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

B. In respect only of the Insurance provided by paragraph 2 of this Section not subject to General Exclusion 6

C. Subject to the following exclusions:

1) Electronic Risks Exclusion

This insurance does not cover any losses whatsoever directly caused by or contributed to by or arising from or occasioned by or resulting from:

Loss destruction or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such loss destruction or damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack.

2) Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from loss destruction or damage to the Property Insured or Damage in respect of:

(i) any property located outside England, Wales and Scotland

(ii) any nuclear installation or nuclear reactor

(iii) any property which is specifically excluded elsewhere in this Policy

(iv) any property which is insured by or would but for the existence of this Policy be insured by any form of transit, aviation or marine policy

D. Subject to the following additional Policy terms and conditions:

1) In any action or other proceedings where the Company alleges that any loss destruction or damage to the Property Insured or Damage is not covered by this Section the burden of proving that such loss destruction or damage to the Property Insured or Damage is covered shall be upon the Insured

2) Except where otherwise indicated in this section the insurance provided by this Section is subject to all the terms definitions exclusions conditions and provisions of this Policy. Subject to any limits stated within this Section the Company's liability in respect of all losses arising out of any one occurrence and in the aggregate in any one Period of Insurance shall not exceed the limits as otherwise specified under this Policy

E. In respect only of the Insurance provided by paragraph 2 of this Section subject to the following additional Policy term:

The liability of the Company in respect of loss destruction or damage to the Property Insured or Damage directly or indirectly caused by or contributed to by resulting from or arising out of or in connection with biological chemical nuclear pollution or contamination will be subject to a limit of up to £25,000,000 any one loss and in the aggregate during any one Period of Insurance

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