

Business Insurance Booklet



WELCOME

Dear Customer,

Thank you for insuring with us.

We are determined to provide you with outstanding Customer Service at all times and to make insuring with us as easy and trouble-free as possible.

This Policy booklet provides all the details you need to know about your insurance Policy. Please read this alongside your Schedule and Proposal Confirmation.

We are pleased to enclose your updated documents for the changes you told us about.

Here's what you need to do now...



Check your documents are correct

- Policy Payment Arrangement
- Statement of Insurance
- Policy Summary
- Schedule of Insurance
- Policy Wording

If any of the items above are incorrect, please call **800 5 10 15**. We do not charge an administration fee if you make changes within 14 days of the start of your Policy.

INDEX

1. Introduction	3	11. Insurance Policy	38
2. Customer Care	3	11.1 General Conditions	41
3. Customer Information	3	11.2 Claims Conditions	42
3.1 Simple & Efficient	5	11.3 General Exclusions	43
4. Claims Information	7	11.4 Section One – Buildings	45
4.1 Our Promise	7	11.4.1 Additional Benefits	46
5. Additional Important Information	8	11.5 Section Two – Contents	47
5.1 Automatic Renewal	8	11.5.1 Additional Benefits	49
6. Policy Keyfacts	9	11.6 Section 3: Computers Breakdown / General Electronic Equipment	51
6.1 Be Prepared With Your Checklist	9	11.6.1 Restoration of Computer Data	52
6.2 Significant Exclusions and Limitations	11	11.7 Section Four: Glass and Signs	53
6.3 24hrs Assistance Service	12	11.7.1 Additional Benefits	53
6.4 Excellent Customer Service	12	11.8 Section Five: Theft	54
7. Insurance Guide	13	11.9 Section Six: Money	56
7.1 Types of Insurance	13	11.10 Section Seven: Specified and Unspecified Items	57
7.2 How Can I Buy this Insurance	18	11.11 Section Eight- Business Interruption	58
7.3 What do I Need to Think	18	11.12 Section Nine: Fidelity Insurance	60
7.4 What Can I do to minimise the Risks	18	11.13 Section Ten: Goods in Transit	62
7.5 Recommended Covers	18	11.14 Section Eleven: (A) Public Liability , (B) Products Liability	63
8. Guide for Insurance Needs	20	11.15 Section Twelve: Employers Liability	67
8.1 Other Types of Insurance	21	11.16 Section Thirteen: Personal Accident	69
8.2 What do I need to think	23	12. 24hrs Assistance Membership Plan	77
8.3 Which Insurance Products should I buy	23	12.1 Important Information	77
8.4 How are my Insurance Products Priced	23	12.2 Types of Membership	79
9. Guide for Small Medium Enterprises	27	12.2.1 Section A: Electrical Wiring	79
9.1 Risk and the Small Business	27	12.2.2 Section B: Plumbing and Drainage	79
9.2 What is Risk Management	27	12.2.3 Section C: Security	80
9.3 Exposure to Loss	28	12.2.4 Section D: Heating	80
9.4 Small Group Benefits	32	12.3 Call-out Conditions	82
9.5 Loss Exposures and Risk Management	32	12.4 General Conditions	82
9.6 What do I need to Think	34	12.5 General Exclusions	83
9.7 Organizing your Insurance Policy	34	12.6 Special Conditions	85
9.8 Summary	35	13. Guide to Claims	86
10. 24hrs Assistance Keyfacts	36	13.1 At the Moment of Truth	86
10.1 Types of Membership	36	13.2 It's about People not Processes	88
10.2 Sections of Cover for Response and Total Response	36	13.3 Making a New Claim	88
10.3 Significant Exclusions or Limitations	37	13.4 Looking After your Claims	89
10.4 Service for Emergency Property Technical Assistance	37	13.5 Keeping you Updated	89
		13.6 Getting Life Back to Normal	90
		13.7 Improving what we do	90
		13.8 Working for You	90
		13.9 Claims Best Practices	91
		14. Data Production	93

1. INTRODUCTION

This policy document and your schedule describe your legal contract and it is important that you examine them carefully to make sure that they meet all your needs. If you have any questions, please let us know right away.

Please check your schedule and your details form carefully to make sure that as far as you know the information you have supplied is correct. Remember, you must tell us if this information changes or is not correct. If you don't, you may find that you are not covered.

The Important Information Notice issued with your documents also forms part of your policy, please read it carefully.

In return for paying or agreeing to pay the premium, we will insure you under the conditions of your policy for any insured event which takes place during the period of insurance within the territorial limits.

2. CUSTOMER CARE

Our commitment to you

We will make sure all the information we give you will be clear and accurate. We will be fair and reasonable whenever you need the protection of this policy. We will act promptly to provide the protection you need.

If things go wrong

Whilst we will make every effort to maintain these standards, we recognize that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern.

In such circumstances:

- We promise to acknowledge any formal complaint in 24hrs or less.
- We promise to have the issues reviewed by a person of appropriate seniority and authority in 30 days or less.
- We will endeavour to provide a full and final response to your concern or complaint within 30 days. If for any reason this is not possible, we will write to you to explain why we have been unable to finalize the matter quickly.

If you have a complaint about any aspect of the service you receive from us please phone us quoting your reference number.

Alternatively you can write to us at:

Our Head Offices at Gan Direct Insurance, P.O. Box 51998, 3509 Limassol, Cyprus

When contacting us please ensure you quote your policy or claim number as appropriate.

3. CUSTOMER INFORMATION

Your Buildings Cover

Your buildings insurance covers the cost of rebuilding your home – the materials and labour needed – not its market value.

Great cover from your buildings insurance

EUROCOMP Home Insurance is approved by all major mortgage lenders. It covers the home and driveways, patios and conservatories. It also covers permanent fixtures such as kitchen units and bathroom fittings.

Help with any fee for switching your policy

Making a smart move shouldn't cost you money. That's why we run various Switch Direct Deals for you.

Moving?

Take your buildings insurance with you.

You can move house without moving your buildings insurance.

Simply call us to let us know and we'll give you a quote on your new property

Your Contents Cover

When you add up the value of everything you own, it can be more than you think. Contents insurance covers everything in your home, from furniture and carpets to valuables and items of sentimental value.

How much cover do you need?

By telling us exactly how much cover you need for your contents, you know for sure that you're not wasting money on cover you don't need. To make sure your contents are fully covered, go through your home, room by room, and write down what it would cost to replace each item at today's prices.

'New for old' cover

This means that if your personal possessions or home contents were damaged or stolen, we'd replace them. Our network of suppliers will work quickly to get you replacements and, wherever possible, deliver items direct to your door.

Insure valuable items

If you've got valuable items that each worth more than the amount specified in your schedule – for example, jewellery or works of art – let us know as these need to be specified separately on your policy.

Special occasions cover

At Christmas when you've got a houseful of presents, we'll automatically increase your contents Insurance for free to make sure the gifts are insured.

Here for your Home Emergencies – day or night

If the worst happens – a burst pipe, fallen tree, lost keys – you can get immediate help by calling our 24 hour Emergency Helpline.

- We will get in touch to give you immediate advice and tell you when our qualified taskforce should arrive.
- Agreed rates will cover you from being charged too much when you're billed for the work.
- If the damage is covered by your home insurance policy, you will be able to recover the cost, less your excess.
- Please note, if there is a lot of damage, the tradesman will only be able to carry out emergency repairs to prevent further damage.
- Make sure you report any major damage to public services – water, gas or electricity – to the water, gas or electricity company first.

How our claims service works

When things go wrong, we're ready and waiting to put things right as quickly and efficiently as possible. We'll take as many details as we can over the phone, so it helps if you have the following to hand:

- Crime reference number (if relevant)
- Policy number
- Estimate of the cost of damage or loss.

How to claim

To make a home claim, phone us to see if your claim is covered by the policy. If it is we'll register it straight away.

- If your claim is for a small amount, we may be able to settle it straight away.
For some large claims, that cover a lot of damage or a big loss, we'll ask one of our property insurance advisers or a loss adjuster to come out to your home.
- We have a number of approved suppliers and specialists who will carry out repairs and replace damaged items. You can get full details of how we settle claims in the policy section of this booklet.

Bright ideas for a safer home

There are plenty of practical ways to improve security and make your home and its contents less attractive to burglars.

Lock up!

When nobody is in your home, lock all outside doors and windows that can be reached easily. Outside, make sure you always put tools away and lock garden gates, sheds and garages.

Mark your valuables

Security mark your valuables with your postcode and house number, or keep a photo or video of them. If you are burgled, it'll be easier to identify and recover your possessions and it can help when you make a claim.

Keep your level of cover up to date

Whenever you buy an expensive item, like a three-piece suite, remember to add it to the amount your contents are covered for. This helps to make sure you stay fully insured.

Don't forget fire safety

Smoke alarms save thousands of lives every year, so make sure yours are working by checking the batteries once a month and changing them every year.

Tighten up on security and enjoy a discount on your contents cover

You could cut the cost of your contents cover by improving your home security. So take advantage of our money-saving deals and make your home more secure for less.

3.1 SIMPLE AND EFFICIENT

Delivery Options

- ✓ Pick up your policy documents from any of **our branches** across the island
- ✓ A messenger can deliver your policy to **your doorstep** at the time and place of your choice, within city limits
- ✓ Mail your policy to your correspondence address
- ✓ Renew your policy **online** via our website and receive it as per your preferred method

Payment Options

- ✓ Pay by cash, cheque or debit/credit card by visiting any of **our branches** across the island
- ✓ A **messenger** can collect the payment (cash or cheque) from **your doorstep** at the place and time of your choice, within city limits
- ✓ You can buy or renew your policy **via the web** or our call center by using your debit/credit card
- ✓ You can pay by **mailing us** your debit/credit card 's details or your cheque

Buy or Renew your Policy

At **Gan Direct** we offer multiple ways of Buying or Renewing your policy.



Contact our Call Center on **800 5 10 15** (or if overseas on 00357 25 885 885), from 8am – 6pm, Monday to Friday (except Public Holidays) and a messenger can deliver your policy at your door step at the time and place of your choice, within city limits. Alternatively, you may collect it from any of our branches all over the island or we may mail it to your correspondence address.



Visit one of our branches that are situated all over the island and collect your policy instantly.



Fax Number: 25 822 668. Renew your policy by faxing us your Renewal Notice with your card details.



Email: info@gandirect.com. Buy or Renew your policy by emailing us your policy's details.



Post: P.O Box 51998, 3509 Limassol. Renew your Policy by returning the Renewal Notice with your card details or your cheque using the prepaid envelope enclosed.



Via our **website** www.gandirect.com, 24hours a day, receive an extra discount and have your policy documents delivered as per your preferred method (Messenger, Post, Collect from Branch) when buying or renewing online.

Have we Delighted You?

Gan Direct offers you an unforgettable Customer Service Experience. However, if for any reason you are not delighted with the service provided to you, we would appreciate it if you could describe your experience via email at info@gandirect.com. Alternatively, you may write to our Head Office at **Gan Direct Insurance**, P.O. Box 51998, 3509 Limassol, Cyprus for the attention of the Managing Director.

4. CLAIMS INFORMATION

Now that you've chosen us for your insurance, you can be sure that we'll be there for you whenever you need us: 24 hours a day, 365 days a year.

We pride ourselves on our claims service.

We will help you if you:

are involved in an accident; (it is important that you report any accident to us immediately, even if you are not making a claim under your policy); want to make a claim; (please call us before making your own arrangements).

How to get help

Call us free on **800 5 10 15**

4.1 OUR PROMISE

- To give you quality cover at a competitive price
- To make sure that our people are professional, pleasant and helpful
- To deal with your claim or any enquiry speedily and efficiently
- To send you simple, easy-to-understand information
- Not to pressure you to buy any of our services you do not want

What does your insurance include?

Please check your policy schedule which gives you details of the cover you have chosen. If you have any questions or would like to make any changes or additions to your cover, please call us on:

800 5 10 15

Monday to Friday 8am–6pm, excluding bank holidays.

For our joint protection telephone calls may be recorded and/or monitored.

5. ADDITIONAL IMPORTANT INFORMATION

Our Fees and charges

We will charge you for the administration and cancellation of your policy and the fees and charges are set out below.

Administration Fee

All amendments to this policy are subject to an administration fee. We have provided you with a list of examples of the things that we need to know about in general conditions section of your Policy Wording.

Documentation Reprint Fee

If you want a duplicate copy of your policy, or any of its component parts you will have to pay a reprint fee.

5.1 AUTOMATIC RENEWAL

To ensure you continue to be insured after renewal, we reserve the right to automatically renew your insurance and any additional products you currently have the benefit of. We will write to you before the end of the policy with our new offer, explaining what you need to do. If you have given us permission, we will renew your policy. Once the policy is renewed we will take payment from your Credit/Debit Card authorized unless you provide alternative payment details. If you do not want us to automatically renew your policy, you should let us know by contacting our Customer Service Team on **800 5 10 15**.

6. POLICY KEYFACTS

Business Policy Summary

The following pages contain important details about your Business Insurance Policy. They summarize the main policy benefits, limitations and exclusions and give you important information about your insurance. Please read this information carefully and keep it for your future reference. This is a summary of the policy and its benefits and does not contain all the terms and conditions of your policy, so please take the time to read the Business Insurance Policy Booklet to make sure you understand the cover it provides. The full policy booklet will be issued when you take out a policy. However, a specimen copy is available should you request one.

Type of Insurance

The Business Insurance Policy is designed to offer protection for your Business in order to meet the minimum cover imposed by law and in addition to give you the option to choose from a wide selection of benefits that can be tailored to meet your individual needs.

Length of the policy

The policy duration is 12 or 6 months from the date of commencement and for any subsequent period for which you decide to renew your policy, provided that you paid the respective premium. We will send a renewal notification one month before the expiration date of the in-force Insurance Policy. You should review the level of benefit that you have chosen on a regular basis to make sure that it is sufficient to cover your changing needs. We will call to remind you of the expiry date of your policy and assist you in renewing it promptly.

If I take out cover and then change my mind

If you change your mind you can cancel your policy within 14 days of receiving the policy documents. If you wish to cancel your policy after the first 14 days then we will charge you the proportion of the use of your policy duration plus an administration expense.

6.1 BE PREPARED WITH YOUR SHOPPING CHECK LIST

Before making your first phone call or visiting your Insurance Company's website for a quote, take a moment to pull together all of the key information you will need to obtain an accurate quote.

- ✓ Registration, Social Insurance and VAT number of your business.
- ✓ The construction year, property type and construction materials used, the location your premises are situated and information about the vicinity area.
- ✓ Risk improvements in the business premises such as, fire fighting equipment, smoke detectors, alarm system, safe box and type of locks.
- ✓ The rebuilding value of your buildings.
- ✓ Sum insured for glass and signs in the business premises.
- ✓ An inventory list with all contents, stock and electronic equipment kept in the buildings of your business.

- ✓ The nature of your business and the type of business performed inside and/or outside your premises.
- ✓ The number of employees as well as their occupation, annual wages and how often do they travel outside the country and for how long.
- ✓ The number of years you are in this trade and what is your annual turnover.
- ✓ If you transfer goods, the value of each of your consignments.
- ✓ Always ask for the same coverage level for each quote so you can compare apples-to-apples.
- ✓ If you are switching to Gan Direct, you will be asked of any gaps in coverage, as well as claims history (you do not need to obtain any confirmation from your previous insurance company as we will do that for you).
- ✓ Think about any type of risk that your business might be exposed to as we offer multi cover insurance policies in order to cover all business needs in one single policy.

Things to Remember

Remember to ask for all of the **discounts and offers** that might be available to you. We offer many different discounts including **buy or renew online** and **switch deals and offers**. Double-check each quote to make sure that the information is accurate and that the coverage level is the same and sufficient for your needs.

6.2 SIGNIFICANT EXCLUSIONS AND LIMITATIONS

What is not covered

There are specific limitations on each of your cover options. Please refer to the notes below following "Cover Options" table in the full policy booklet for full details. The most significant exclusions and limitations are outlined below:

Buildings and Contents	<ul style="list-style-type: none"> • Damage to fences, gates and moveable property in the open, caused by Storm or Flood • Damage from Water Escape from any Tank, Apparatus or Pipe whilst the property is unoccupied for more than 30 consecutive days • Damage by any animal kept at the premises • Subsidence, Ground Heave or Landslip caused by damage of the construction, demolition, repair and the settlement or movement of made up ground, coastal or river erosion 	Public and Product Liability	<ul style="list-style-type: none"> • The cost of performing, completing, correcting or improving any defective work • Personal injury to any employee arising out of or during their employment in your business • Libel and slander made prior to the commencement of the period of insurance
Electronic Equipment	<ul style="list-style-type: none"> • The cost of repair or replacement of expendable items • Loss or damage to laptops • Loss or damage caused by software viruses • Loss or damage which you knew or reasonably should have known that existed • The costs of repairing wear and tear or gradual deterioration 	Employers Liability	<ul style="list-style-type: none"> • Any claim of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing, distributing or storing of asbestos or products made of asbestos
Goods In Transit	<ul style="list-style-type: none"> • Money, jewellery, watches, furs, antiques, paintings, works of art, precious metals or precious stones or articles composed of any of them 	Personal Accident	<ul style="list-style-type: none"> • Winter sports: skiing, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run by using helicopters or any competition • Scuba diving activities

Making a Claim

Call our Freephone across the island on **800 5 10 15** (or if overseas on **00357 25 885 885**), at any time 24 hours, 365 days per year. Alternatively, you can report your claim at one of our branches all over the island and we will deal with it immediately. Please report all your accidents any time in the unfortunate incident of fire, theft, vandalism, storm, flood and earthquake. All our Business Policies provide Free 24hours Claims Assistance and where necessary one of our associates will arrive at the scene for emergency repairs.

6.3 24HOURS ASSISTANCE SERVICE

FREE 24hours Assistance, 365 days a year with all our Products:

- 24hours Business Assistance
- 24hours Claims Assistance
- Instant visit of our associates at the scene of the accident / damage, 24/7
- 24hours Claims Settlement and the cheque...in hand
- We safeguard your interests and we provide immediate help and support

6.4 EXCELLENT CUSTOMER SERVICE

We put the client at the centre of all we do

Our Customer Service Team is available to inform and advise you on a wide range of covers, benefits, payment and delivery options, and the cost of the cover of your choice.

Additionally, our website is at your service 24hours per day, at your convenience.

More for Less

We aim to provide *more cover for less* and as we pay *no* commission to middlemen, these savings are passed on to you, our customers!

We also offer an extra discount when buying or renewing your policy online.

Ask us today for a “*Switch Direct Deal*” and benefit more.

Compare and Save

You can compare our prices as well as other important factors such as, product features, claims handling reputation and the financial health of our company.

Moreover, we can *compare* your previous Insurance Company's *benefits and premium* with *Gan Direct's*, and we will give you advice and guidance to fulfil your expectations and insurance needs.

7. INSURANCE GUIDE

If you are in business you will need Business Insurance regardless of the size of your firm. An unexpected loss could cause financial hardship and destroy years of hard work. At **Gan Direct** we are by your side 24hours per day, 7 days per week, 365 days per year to protect your Business, a precious and highly important part of yours.

Why do you need Insurance?

In a business-to-business setting, an insurance policy acts almost like a credential. By having a high level of cover you are demonstrating that you are a respectable business which takes **“health and safety”** very seriously, and that you fully understand your own responsibilities.

You might consider the risks that your business faces to be small or even affordable, but if this is the case then there is a very good chance that you are underestimating them.

The chances of your business being hit by an earthquake or a flood or destroyed by a fire might seem low, but disruption to your work can have serious consequences. Road works, police cordons and criminal acts could incur huge costs to your business and cash flow. However, all of this could be prevented with the right insurance cover and a business continuity plan.

7.1 WHAT TYPES OF INSURANCE SHOULD I CONSIDER FOR A BUSINESS?

Covers that protect against loss or damage caused to your business' property or trade by adverse events. Specific areas of insurance in this group may include cover for:

- Employers Liability
- Personal Accident
- Property – Buildings and Contents

- Computers and General Electronic Equipment
- Glass & Signs
- Theft
- Money
- Specified and Unspecified items
- Goods in transit
- Business interruption
- Fidelity Insurance
- Products Liability
- Public Liability
- Professional Idemnity for Professionals (ie. Lawyers, Architects, Engineers, etc.

Liability Insurance

Running a business creates considerable legal responsibilities towards your employees, the public and customers. Injury to your employees and members of the public could result in you being legally liable to pay damages if you or your employees have been negligent or found in breach of a statutory duty.

Liability Insurance is a necessary cover since it will pay the amounts of any court awards or damages, claimants' costs and expenses where you or your employees are held legally liable, subject to any policy limits. If any member of your staff is taken ill, suffers injury or death and this is deemed to be as a result of their work, then you are potentially liable. The law states that you must have cover in order to cope if this happens.

Employers' Liability

By law, all employers must insure against their legal liability for injury, disease or death to employees sustained by them and arising from their employment.

Employees will normally include, in addition to those under a contract of employment, apprentices and other trainees and those hired from another employer. The law also requires that you exhibit a certificate of employers' liability insurance at each place of work.

What is Employers' Liability Insurance?

Employers' Liability Insurance provides cover against claims by employees who have suffered an injury or illness in the course of their employment. For example, it covers an accident that occurs because health and safety rules have not been implemented into the working environment.

Professional Indemnity

If you are a Lawyer, an Engineer, an Architect etc., you may want to consider taking out Professional Indemnity (PI) Insurance. You should consider it, if your business gives advice or offers professional services to other businesses.

What you will be covered for

Professional Indemnity (PI) Insurance protects your business against claims for loss or damage by a client or a third party if you have made mistakes or are found to have been negligent in the services you provide them. PI Insurance will also cover legal defence costs.

Keep everything well documented

One way to minimise such claims is to make sure projects are well documented. Ensure that you set out specific responsibilities in your contracts with clients beforehand and deal with complaints promptly.

Public liability

Public Liability Insurance covers your legal liability to pay damages to members of the public for death, bodily injury or damage to their property, which occurs as a result of your business activities. It also covers legal fees, costs and expenses such as, representation at any coroner's inquest, fatal accident enquiry or other court hearing because of an accident. When deciding on how much cover to buy, you should carefully consider the maximum claim that could be made against you. Certain businesses, where there is a spreading fire or possibility of multiple personal injuries, could face claims for damages far exceeding this figure. The limit of indemnity will apply to claims arising from a single incident.

Product liability

This cover protects you against injury to your customers and damage to their property as a result of a product you sell or supply. People injured by defective products may have the right to sue for damages. An example of a situation where a product claim might arise is, if you run a restaurant and accidentally cause food poisoning by using out of date ingredients, you could be found responsible and have to compensate your customer.

Building

Most of us would not consider risking our house without insurance. However, where do you stand when it comes to Business Property Insurance?

Protect your business interests

If you own the building you operate from you should seriously consider taking out buildings insurance.

You should also remember that you need to make sure the premises are insured for their full rebuilding cost (including professional fees and the cost of site clearance) and not their market value. You may need expert advice to calculate the rebuilding cost, which often differs significantly from market value.

Gan Direct offers Building Insurance for your Business' premises that covers your business against:

- Fire, lightning, explosion or earthquake
- Riot or civil disturbance or malicious acts
- Storm or flood
- Escape of water
- Impact
- Subsidence

Making sure that your premises or any buildings that you are responsible for are covered by buildings insurance will give you the reassurance that you will be able to pick up the pieces should you need to make a claim. To find out more details on the cover that is offered, and to get a business insurance quote in minutes - just call our free phone line on **800 5 10 15** or **00357 25 885 885** (for overseas calls), visit one of our branches all over the island or our website at www.gandirect.com.

How much should I insure for?

The business premises should be insured for the full rebuilding cost and not for the market value. You may need expert advice to calculate the rebuilding cost, which often differs significantly from market value.

If your business is in leased premises we suggest that you check with the building owner that they have adequate insurance provision.

Contents

Whether you own or you rent your Business' premises, you should definitely take out Contents Insurance for the items of your business.

Gan Direct provides Contents cover for your Business that is comprised by the three following sections:

- Contents
- Stock
- Equipment

You could choose to insure only your contents (excluding any stock or equipment) and/or your stock and/or your equipment. Contents Section provides cover for loss or damage caused by Fire, Explosion, Lighting, Earthquake, Riot, Civil Commotion, Labor Disturbances or Malicious Persons, Storm or Flood, Escape of water from any tank, apparatus or pipe, Impact by any road vehicle including any forklift truck or other Industrial vehicle, animal or a falling tree or part of a tree. It also covers accidental escape of water from any automatic sprinkler installation and subsidence ground heave or landslip.

Your contents, stock and your equipment should be insured for its cost price without any addition for profit.

Computer and General Electronic Equipment

Computers and General Electronic Equipment play a vital role for the normal operation of most of the enterprises nowadays. Businesses usually depend on their computers and electrical equipment and that is the reason they need to insure them in case of an unexpected accident or damage.

Computer and General Electronic Equipment are covered from any sudden and unforeseen physical loss or damage which requires immediate repair or replacement. The loss or damaged may be caused by malicious or accidental damage, vibration, power surge, low voltage, mechanical, electrical and electronic breakdown. It also covers the Restoration of Computer Data and the rewriting of your computer records following a breakdown of the computer.

Glass & Signs

This section of the policy covers loss of or damage to glass windows, signs and accidental damage to Sanitary fixtures at your premises.

Glass in Business' premises is a significantly higher risk than in private homes and as such is usually a separate stand alone section and is not included in Buildings. The size of glass panes is also significantly larger than the average private home and as such the replacement costs are also much higher.

Theft

Contents are usually covered against theft providing there has been forcible and violent entry to or exit from the premises.

Damage to the building resulting from theft or attempted theft or armed hold up will provide the following benefits:

- Repairing Damage to Building
- Rewriting of Documents
- Personal Effects
- Replacement Locks
- CCTV Repair or Replacement
- Temporary Boarding Up

Money

Money covers cash, cheques, postage stamps and certain other negotiable documents.

Gan Direct covers your business' money against Fire, Theft and Armed Hold Up:

- From Premises
- From a Private Dwelling of the Insured or an Authorized person
- In Transit
 - From/To Premises
 - In Night Safe

Looking after your money

If you are running a business such as a shop, a restaurant or a hotel, then it is likely that you are going to be handling significant amounts of cash on a daily basis. And making sure that it is kept safe on your premises and gets into the bank without any trouble is key in keeping your business operational.

Unfortunately, it is possible for money to be stolen or go missing. And while this may not amount to millions, losing a couple of thousand could be a serious inconvenience in the running of your business. Take the time to consider the places where cash can be held and you will find numerous opportunities for it to be lost or stolen or simply deposit at your closest ATM Machine.

Business Interruption

Even minor damage to your property could seriously disrupt your business leading to loss of income and extra expenses.

Business interruption insurance will compensate for rent or alternative accommodation, net salary costs for core employees and extra accounts fees incurred.

When arranging this insurance you will need to estimate the maximum time needed to get your business working normally following the most serious damage.

Personal Accident

Accidents can happen to anyone at any time. Road crash, house fire, assault, workplace accident or a simple trip are common. It is the everyday workplace, home and road accidents that claim most victims.

The main thing with accidents and serious injuries is that they can happen anytime, when you least expect it and could have devastating financial consequences for you and your family.

This type of cover pays a regular cash benefit to a person unable to work as a result of an accident or sickness. This is especially valuable if you are self-employed and would have no income if disabled or sick. A lump sum may also be payable on death, medical expenses or specified disabilities such as loss of a limb or eye.

Risk assessment

Personal Accident cover will make a continuous prearranged payment to the individual, or in the unlikely event of death, a lump sum payment to the family. Personal Accident Insurance will cover the gap of what Employers Liability cover will not pay. At a time when finances may be short due to the inability to work, this cover can give much needed financial assistance - and that's why Business Insurance Policy from **Gan Direct** include Personal Accident for your employees, as an optional benefit.

Goods in Transit

Many businesses need to get goods from one place to another - whether it's delivering to a customer or picking up from a warehouse or the cash and carry. The last thing you need is for those goods to be damaged in an accident or stolen.

Fidelity Insurance

Fidelity insurance protects from loss of money, securities, or inventory resulting from crime. Common Fidelity claims allege employee dishonesty, embezzlement, forgery, robbery, safe burglary, computer fraud, wire transfer fraud, counterfeiting, and other criminal acts.

These schemes involve every possible angle, taking advantage of any potential weakness in your company's financial controls. From fictitious employees, dummy accounts payable, non-existent suppliers to outright theft of money, securities and property. Fraud and embezzlement in the workplace is on the rise, occurring in even the best work environments.

Specified and Unspecified Items

Gan Direct covers any specified or unspecified items that belong to your Business against loss or damage anywhere in European Union. The

Insured person should identify and add all the specified or unspecified items he needs to insure into his Business Inventory including Mobile Equipment etc.

7.2 HOW CAN I BUY THIS INSURANCE?

Package or combined policies are available, which provide cover against many of the risks described in the previous section in a single policy document. This policy can be tailored to the requirements of your business.

7.3 WHAT DO I NEED TO THINK ABOUT WHEN BUYING INSURANCE FOR A BUSINESS?

Insurance documentation - When applying for insurance cover, you will be asked to give information about your business. Your enterprise's information will enable us to assess your risk and advise you to take out the covers that better suit your own needs. Details will include name, address and business of the proposer, previous losses, and details of the risk to be insured. All questions are fully answered and all relevant facts concerning the business are disclosed to us. Failure to disclose all relevant facts fully, whether specifically asked or not, might entitle us to treat the policy as invalid.

7.4 WHAT CAN I DO TO MINIMISE THE INSURANCE RISKS FOR MY BUSINESS?

- Protecting against fire
- Protecting against theft, vandalism & arson
- Protecting against adverse weather

Health and safety

A business can protect itself by carrying out a risk assessment in order to try and minimise the potential dangers. By following the next steps a business can proactively protect its health and safety:

- Step 1 - Identify the hazards
- Step 2 - Decide who might be harmed and how
- Step 3 - Evaluate the risks and decide on precautions
- Step 4 - Record your findings and implement them
- Step 5 - Review your assessment and update if necessary

A hazard can be defined as anything that may cause harm, such as chemicals, electricity, working from ladders, an open drawer etc. A risk is defined as the chance, high or low, that somebody could be harmed by these and other hazards, together with an indication of how serious the harm could be.

The reality is that whether your workplace is an estate agent, accountant, solicitors or a dental surgery, some risks are going to be the same and some are going to be different. The other reality is that not only are people going to have accidents, but goods such as computers and machinery can get accidentally damaged. Water leakage or floods could damage an office and there is also the chance that the property can get broken into and have valuable items stolen.

7.5 RECOMMENDED COVERS FOR YOUR BUSINESS NEEDS

Tradesman Insurance

Let's say that you are a joiner, a glazier, a plumber, a shopfitter or a builder - chances are that you are forever 'on site' or driving from one job to another. If you've got Motor Insurance and Home Insurance already, it's understandable that you might think that you don't need any extra insurance related to your work - but this could be a costly mistake.

Imagine that you are in someone's home or workplace fixing some faulty plumbing and by accident you burst a pipe and the carpet gets soaked. Your customer could, if they choose to, take legal action against you to cover the cost of replacing the damaged carpet.

This is where Public liability cover comes in - and **Gan Direct** for Business offers just that type of cover.

Put simply, Public Liability Insurance can cover you in the event of replacing goods or equipment damaged in the course of your work as well as in the instance of a member of the public being injured.

Shop Insurance

The retail industry in Cyprus is quite large - both in terms of its sheer size, the number of people it employs and the revenue it generates for our country's economy.

Of course, the retail industry includes everything from big supermarkets to small local stores. If you are one of the owners of a small or medium-sized retail outlet, you will have first hand experience of how involved running a business can be. From paying employees to buying stock, from marketing your goods and services to managing cash flow, having your own shop can be as challenging as it can be rewarding.

You may have also encountered times when having the right shop insurance has made a big difference to the continued success of your business - or when NOT having the right insurance has proved costly. Thankfully, you can now get insurance cover for your business from **Gan Direct** that will give you the peace of mind that comes from knowing that you have the appropriate level of cover in place.

Office Insurance

Irrespective of whether yours is a great place to work or a small grey box with fluorescent lighting, offices can be places where an accident is waiting to happen. Too many desks, computer cabling, cluttered walkways and the like can make them something of an occupational hazard.

Get adequate insurance

Thankfully it is possible to cover your business for all of these eventualities through the proper level of insurance cover - and business insurance from **Gan Direct** can help you do just that.

So while you are trying to make your office a great place to work, you can also make sure you have everything covered from an insurance point of view.

Contact us by calling our Free Phone line on **800 5 10 15** or 00357 **25885885** (for overseas calls), by visiting one of our branches all over the island or our website at www.gandirect.com and find out more about **Gan Direct** Business Insurance.

8. GUIDE FOR INSURANCE NEEDS

Why do I need Insurance?

This Guide takes you through why you need insurance to protect your business.

As an employer, you are legally required to have Employers' Liability Insurance. If you use motor vehicles for your business, you are legally required to have Third Party Motor Insurance.

But buying other types of insurance can be much more than a sensible precaution – they can make your business stronger, safer and more efficient. Insurers help you to identify the wide range of risks you face every day. They help you to put systems in place to control those risks and prevent them from turning into serious setbacks. When problems do arise, insurers provide financial help to continue doing business, and get you back on track through replacement, repair or reinstatement.

Insurance required by law

You are legally required to have Employers' Liability Insurance if your business has employees.

If your employee is injured at work, or becomes ill as a result of the work they do for you, insurance covers the cost of compensation to a claimant and legal fees. Employees injured due to your negligence can seek compensation even if your business goes into liquidation or receivership.

Your policy should cover all conventional employees, contract, casual and seasonal staff as well as temporary staff, including students or others on work placements.

You are required to have Third Party Motor Insurance if your business uses Motor Vehicles.

If someone is injured or their property is damaged as the result of a collision caused by you or your employee, insurance covers the cost of paying their claim.

Most businesses take out:

Third Party, Fire and Theft

This includes protection against a third party involved, but also pays for loss of or damage to your vehicles by fire or theft.

Comprehensive

This includes protection against a third party involved, fire and theft, but also provides cover for your vehicle against accidental damage. Comprehensive Policy covers your own vehicle against fire, theft, attempted theft, medical expenses, legal protection, Hire Purchase, Loan or Long Term rental Agreement.

Motor Policy usually comes with a 24hour Assistance Service, and may provide courtesy vehicle while your vehicle is being repaired (having in mind that your vehicle is repaired to one of our authorized garages).

If motor vehicles form a core part of your business's trade, you will need a specific policy, for example:

- for vehicles used for farming, or on building sites and industrial premises;
- for motor traders, including car sales and repairs.

8.1 OTHER TYPES OF INSURANCE

As well as the insurance you are required to have by law, there are other insurance products that can protect you in various ways, including:

A: Protection against risk of compensation claims and legal action

You have legal responsibilities towards your customers and the general public. If members of the public are injured, you could be liable to pay compensation if you or your employees have done something wrong, failed to do something you should have, or broken the law.

Liability insurance covers the cost of compensation to the claimant and legal fees. In addition, Legal Liability Insurance can pay for the legal costs involved in pursuing or defending other claims.

While Employers' Liability Insurance covers the cost of compensation to employees, there are other claims that businesses need to protect themselves against.

Public Liability Insurance covers the cost of compensation to members of the public for death, injury or damage to their property which happens as a result of your or your employees' negligence. By 'public' we mean anyone who is not your employee, including people visiting your business premises, people taking part in your activities, and people watching activities you have organised.

This insurance can include extensions such as Property Development Contingency, requested by an architect where there are high-hazard works or works in close proximity to other buildings.

Product Liability Insurance covers the cost of compensation to anyone who is injured, or whose property is damaged, because of a fault in a product you design, manufacture or supply.

Professional Indemnity Insurance covers the cost of compensation to clients if your professional advice has caused them loss of money. Professionals such as lawyers, accountants, financial advisers, architects and surveyors may be required to have this insurance by their industry regulator.

Directors and Officers (D&O) Insurance covers the cost of compensation to a customer if a claim is made against one of your business directors or other staff (not if the claim is made against your organisation as a whole).

Legal Expenses Insurance covers the cost of pursuing legal action or defending your business against legal action where this isn't covered by your liability insurance; for example, in an employment tribunal. The insurer will pay solicitors', lawyers', barristers', accountants' and expert witnesses' fees and expenses, as well as court costs and opponents' costs if you are ordered to pay them in a civil court.

B: Protection for your property

Buildings and their contents are essential to any business. Insurance provides financial protection when your property is damaged through events like burglary, fire or flooding. In addition, Business Interruption Insurance will cover you for any periods when you cannot do business as normal because of damage to your property.

Buildings Insurance pays for damage to your business buildings caused by fire, lightning, flooding and even earthquakes.

In the event of serious damage to your building, your insurer will often arrange for a disaster recovery firm to take immediate action, and may refer you to trusted building firms.

You should insure your business premises for the full cost of rebuilding them, including professional fees and the cost of clearing the site, which will often be very different from the market value.

You should check whether your building is likely to be affected by subsidence.

If somebody else owns the building your business is in, you should check with the owner that the building is insured. If you work from home, you should make sure your home insurance covers your business activities.

Contents Insurance pays for damage to and theft of stock and business equipment. You should insure stock for its cost price without adding any amount for profit. If there are times when you have more stock on the premises (for example, just before Christmas), you should make sure the insurance covers this.

Business Interruption Insurance will cover you for any periods when you cannot do business as normal because of an event resulting in damage to property on your premises, such as an essential machine breaking down, or flooding.

Business interruption insurance will pay an amount to cover the shortfall in profit and pays any increased costs of running the business as a result of the event (for example, the extra accountants' fees you have to pay).

Business interruption insurance is usually offered as an extra when you buy buildings or contents insurance. Business Insurance will cover further events that disrupt your business, such as people not being able to get into the building or damage occurring at the premises of a supplier or customer.

Goods-In-Transit Insurance pays for goods that are lost, stolen or damaged, while they are being moved in your vehicle or by a carrier. There may be a limit on how much is covered for each vehicle or any one batch of goods being sent. You should put special arrangements in place for moving cash.

Glass and Signs pays for the replacement of all external and internal glasses within your business premises, including hygiene facilities.

C: Protection for your employees

Employees are an invaluable asset to every business, and there are various insurance products that will help provide financial security and medical assistance for you and your employees in the event of illness.

Death Insurance allows you to protect an employee's dependants if he or she dies while working for you. The policy can pay a lump sum of your employee's yearly salary.

It is possible to buy death insurance for employees individually, but businesses usually take out life insurance for a whole group of employees (group death insurance).

Private Medical Insurance covers the cost of private medical care for your employees. It will allow your employees to receive treatment quickly, or at a time they choose, which means your business is disrupted as little as possible and sickness absence is reduced.

Some illnesses, and self-inflicted conditions (for example, attempted suicide), are not covered by private medical insurance. Most insurers will not provide cover for illnesses employees already had before the start of the policy, or long-term conditions that cannot be cured.

Critical Illness Insurance allows you to protect your employees if they contract a critical illness covered by the policy. Gan Direct provides cover for different critical illnesses.

Personal Accident and Sickness Insurance pays a regular benefit in cash to a person who cannot work because they have had an accident or are sick. This is especially valuable if you are self-employed and would have no income if you become disabled or sick. If you are sick or injured, the insurance company makes regular payments, usually every week, up to a maximum number of weeks (usually 52 or 104). They may also pay a lump sum if you die or have a specific injury, such as losing an arm, leg or eye.

D: Protection against financial risk

Business Insurance provides Fidelity Insurance, against financial risks, loss of property or money by an act of theft caused to your employee's dishonesty. Over the next few pages, we set out the types of risk you may face, and the insurance products you need to cover them.

Money Insurance replaces stolen money belonging to your business, whether from your premises or in transit. There is likely to be a higher limit for theft during business hours. Money insurance may also compensate for bodily injury to you or your employees as a result of assault or attempted assault while carrying business money.

Employee Dishonesty/Fidelity Guarantee Insurance protects your business against your employees stealing money or stock.

8.2 WHAT DO I NEED TO THINK ABOUT WHEN BUYING INSURANCE FOR A BUSINESS?

Insurance documentation - When applying for insurance cover, you will be asked to give information about your business. Your enterprise's information will enable us to assess your risk and advise you to take out the covers that better suit your own needs. Details will include name, address and business of the proposer, previous losses, and details of the risk to be insured. All questions are fully answered and all relevant facts concerning the business are disclosed to us. Failure to disclose all relevant facts fully, whether specifically asked or not, might entitle us to treat the policy as invalid.

8.3 WHICH INSURANCE PRODUCTS SHOULD I BUY?

We hope that this guide has helped you work out what types of risk you face, and therefore what insurance products you should buy. Gan Direct offers a package of covers to small businesses. We will help you tailor that package to your specific needs.

When applying for insurance cover, you may be asked to complete a proposal form giving information to enable the insurers to assess your risk. Details will include your name, address and type of business, previous losses, and details of the risks to be insured. When completing the proposal form, you must answer all questions fully and disclose all relevant facts concerning the business. Failure to disclose all relevant facts fully, whether specifically asked for or not, may entitle the insurer to treat the policy as invalid.

Your business will probably fall within one of the following types:

- Office
- Surgery
- Shop or Salon
- Hotel, Pub, Bar or Restaurant
- Tradesmen
- Contractors
- Manufacturing
- Working from home

8.4 HOW ARE MY INSURANCE PRODUCTS PRICED?

Insurance Companies price the products they offer you according to the likelihood of you making a claim, and the likely size of that claim. To assess the likelihood of you making a claim, they look at the risks your business faces, how well you manage them, and what the consequences will be if a setback occurs. We explain more on managing your risks in the next section.

Your Employers' Liability Insurance, for example, is priced according to the likelihood of an employee suffering from an injury or disease due to your negligence. To assess this risk, we will look at the size of your payroll, the usual health and safety risks your type of business faces, and what systems you have in place to manage those risks.

Similarly, your motor insurance premiums are based on the likelihood of you making a claim because of a road collision or other damage to your vehicles, and the likely size of that claim. We will therefore take into account the size and type of your company vehicles, where the vehicles are being driven, and what they are used for. They also factor in your motor claims history as a business, and your driving-for-work policy.

To calculate your property and contents insurance premiums, we will look at the risks you face from events such as fire, flooding and theft, the systems you have in place to control those risks, and how much it would cost to repair any damage. We will also look at the type of premises your business is run from. For example, buildings occupied by several firms are more hazardous, and therefore, more expensive to insure than those with a single occupant; and purpose-built premises are often protected against risks better than old properties that have been converted.

For business interruption insurance, we will ask you to estimate the maximum amount of time you would need to get your business working normally after the most serious damage the policy covers.

For your health insurance premium, we look at information about your employees, such as age, height, weight and occupation.

What Level of Cover do I Need?

We will help you work out what level of cover you need for each insurance product. To help you decide the appropriate level of cover, you will need to assess the impact the event you are insuring against would have on your business. You may want to exclude certain risks from the cover if you think they do not pose a threat to your business.

Remember, when you are insuring your property and contents, if you do not insure an item for a sufficient amount, the insurer will reduce the amount they pay by the percentage of the cost you had not insured the item for. For example, if you insured an item for 95% of its value you will only get back 95% of the value of your claim.

Most policies make you pay an amount towards each claim. This is called the excess. Think about how much excess you are willing to pay, as you can sometimes reduce your premium by choosing a higher excess.

How should I pay for my Insurance?

You can pay the whole insurance amount sum at the start of your Business Policy, or you can half the costs by paying twice a year!

Managing your Risks

This section takes you through why managing your risks is important, and how to prevent and cope with the effects of illness and injury, fire, flooding, and theft.

Insurance Companies can help you to identify the risks you face in running your business, and will provide financial protection against unexpected setbacks based on the covers you have taken out under your Business Insurance.

Risk management involves an assessment of the risks your business faces, followed by the development of ways to either eliminate or control the risks to prevent setbacks from happening. For every type of risk your business faces, you should draw up an action plan so that, if problems do arise, the damage is minimised. Your plan should include:

- Key procedures for employees
- Contingency plans to minimise injury and business disruption
- A list of important contacts, such as emergency services

Over the next few pages we set out the risk management systems you should put in place.

Managing Health and Safety Risks

You are legally required to know what health and safety hazards and risks exist in your workplace, and take steps to eliminate or reduce those risks.

You should have the following in place:

- A clear statement of health and safety policy, with a senior person having responsibility for ensuring the policy is implemented.
- A risk assessment process for all of your activities that identifies any significant risks, such as working at height or the use of hazardous substances, and who might be harmed, including employees, visitors and members of the public or contractors. You should ensure effective controls are in place, such as machine guards, or changing to a less hazardous substance.
- Appropriate safety information and/or training for staff.
- An accident reporting and investigation system aimed at preventing recurrences.

Occupational Health

One of the most effective means of preventing ill health and reducing sickness absence is through investing in occupational health. Even in small businesses, the costs of ill health among employees can amount to tens of thousands of euros per year. The costs of sick pay, lost productivity, replacing lost workers, and overtime cover for absent colleagues rapidly mount up, but rarely appear on the balance sheet.

Promoting the wellbeing of your employees can help prevent illness and injury, reduce the costs of absence, and make employees feel valued.

Reducing the risk of a road collision

For businesses that use motor vehicles, a clear driving-for-work policy is essential for managing risk. It can also make your business run much more efficiently and cost effectively, by reducing the number of days lost to injury, repairs to vehicles, and missed orders.

If your employee is using a private vehicle to drive to and from their usual place of work, it is their responsibility to ensure that their policy covers commuting. However, if your employee is using a private vehicle to drive for work (e.g. to deliver goods or transport colleagues to a conference), it is your responsibility to ensure that their insurance policy covers them for driving for work.

Reducing the risk of fire

You are legally required to carry out an assessment of the risk of fire within your premises and the precautions you have in place.

To do this, you need to:

- Identify the fire hazards, such as sources of ignition, flammable materials, and hazardous processes.
- Identify the people at risk, because of where they work within the premises or of what they do.
- Remove or reduce the risk where possible, by controlling sources of ignition and fuel, and reviewing fire detection and fire-fighting systems.
- Prepare and test an emergency plan, reviewing the means of escape including emergency lighting, and the testing of fire precautions and fire safety training.

Reducing the risk of flooding

Businesses that prepare for flooding can save 20% to 90% of the cost of lost stock and moveable equipment in the event of a flood, as well as making it easier to obtain insurance. You should also think about other flood risks, particularly if your property is at the bottom of a hill and you may wish to undertake a more detailed flood risk assessment for your premises.

- Flood protection barriers to hold water back.
- Flood-resistant materials to be used in any new building to reduce the risks of damage.

Your flood-risk action plan should also include a map showing locations of key equipment and where to shut off electricity and other services.

Reducing the risk of theft

You should take steps to secure your premises. The perimeter of your premises deserves particular attention, including:

- Doors, which should be in good condition, well fitting and well secured.
- Windows, which should be in good condition, sufficiently glazed and possibly protected by shutters.
- Electronic security measures on your premises. These may include intruder alarms, preferably connected to an Alarm Receiving Centre, which can notify premises keyholders and the Police; CCTV systems, both internal and external; and access control locks and intercoms, which help reduce the vulnerability of staff.

In addition, you should take basic steps to minimize risks:

- If possible, do not leave cash at premises outside business hours, or keep it in a safe; and leave till drawers empty and open. During business hours, remove excess notes to a safe.
- Make visible marks on computers to indicate ownership, and secure them with steel cables or enclosures.
- Make sure staff understands the reasons for and correct operation of your various security measures.

Insurance Documents

Your insurance policy document sets out details of the contract including the scope of the cover and the exclusions and conditions.

Your Insurance Company is legally required to provide you with a certificate of insurance in a prescribed form for your Employers' Liability and Motor Insurance Policies. You are legally required to display your Employers' Liability Insurance Certificate where your employees can easily see it.

Renewing your Policy

If you are renewing your policy and need to cover a wider range of risks or any unusual risks, at least 33 days before your current policy ends, we will send you a renewal notice and you will be able to upgrade and extend your policy.

Notify your Insurance Company

Tell your Insurance Company about any incidents in the workplace, even if you don't think you'll make a claim.

Share your experience with us

Gan Direct will offer you an unforgettable Customer Service Experience. However, if for any reason you are not delighted with the service provided to you, we would appreciate it if you could describe your experience on our email address, info@gandirect.com. Alternatively, you may write to our Head Office at **Gan Direct Insurance**, P.O. Box 51998, 3509 Limassol, Cyprus for the attention of the Managing Director.

9. GUIDE FOR SMALL MEDIUM ENTERPRISES

INTRODUCTION

This guide should heighten your awareness of business insurance and encourage you to consider carefully the various insurance policies and options available to you. Adequate insurance coverage is imperative for a firm to be successful.

In addition to helping you identify, minimize and, in some instances, eliminate business risks, this guide includes a checklist to help you strengthen your insurance policy and provides guidelines for discussions you should have with your insurance company.

9.1 RISK AND THE SMALL BUSINESS

Is your business a risky business? Every small business is. Just think for a minute about the hundreds of things that most business owners worry about. A few are predictable or, at the very least, are items that you can plan for and perhaps even control to a certain extent, such as,

Expected sales volume:

- Salary costs
- Taxes
- Overhead
- Equipment and supply costs
- The price you charge for the goods or services you offer to your customers

Others are unpredictable and largely beyond your control, such as:

- Actions your competitors take
- Changing tastes and trends
- The effect these actions and changes have on your market and your customers
- The local economy and its impact on your customer base (for example, plant closings or unemployment)

Still other events can directly affect your day-to-day operations, reduce profits and result in unexpected financial losses serious enough to destroy or even bankrupt your business. You've probably already considered the most obvious risks, such as fire or injury, and have bought insurance to protect against them. But there are hundreds of other losses and liabilities that every small business faces, many of which are overlooked or ignored.

Large corporations often employ a full-time Risk Manager to identify and analyze possible exposures to loss or liability. The Risk Manager takes steps to protect the firm against accidental and preventable loss and to minimize the financial consequences of unpreventable or unavoidable losses. But most small businesses can't afford the services of a Risk Manager, even part time, so the business owner often has to take on that responsibility.

9.2 WHAT IS RISK MANAGEMENT?

Risk Management consists of:

1. Identifying and analyzing the events that may cause loss
2. Choosing the best way to deal with each of these potentials for loss

9.3 EXPOSURES TO LOSS

Identifying exposures is a vital first step to risk management; until you know the scope of all possible losses, you won't be able to develop a realistic, cost-effective strategy for dealing with them.

It is not easy to recognize the hundreds of hazards or perils that can lead to an unexpected loss. For example, unless you've experienced a fire, you may not realize how extensive fire losses can be. Damage to the building and its contents are obvious, but you should also consider:

- Smoke and water damage
- Damage to employees' personal property and to others' property (e.g. data-processing equipment you lease or customers' property left with you for inspection or repair) kept on the premises
- The amount of business you'll lose during the time it takes to return your business to normal
- The potential permanent loss of customers to competitors

Begin the process of identifying exposures by taking a close look at each of your business operations and asking yourself what could cause a loss. If there are dozens of exposures you may find dozens of answers.

For each exposure you identify, ask yourself how serious is that loss. This question focuses on the possible severity of each exposure, e.g. what would that loss cost? The purpose here is not to determine the source of replacement or repair funds, but the full cost of the loss.

Business owners use a risk analysis questionnaire or survey available, as a checklist.

In general, most questionnaires and surveys address the potential for:

- Property losses
- Business interruption losses
- Liability losses
- Key person losses
- Vehicle losses
- Injury to employees

Property Losses

Property losses from one of the following:

- Physical damage to property
- Loss of use of property
- Criminal activity

Physical Damage

Property damage can be caused by many common perils, such as fire, windstorm, lightning and vandalism. To cope effectively with the possibility of physical damage to property, the business owner should consider more than just damage to or destruction of a building. Contents may be even more susceptible. Manufacturers might lose raw materials and finished goods, and merchants, valuable inventories and fixtures. Any business might lose valuable accounting records, making it difficult to bill or collect from customers. Vital machinery or equipment may become inoperable, and, if replacements can't be found and installed immediately, the business may even be forced to temporarily shut down.

Loss of Use

You can lose the use of your business property for reasons other than physical damage. Government can close a manufacturer for violating health and safety regulations. The local health department can close a restaurant because of unsanitary conditions. These are normally uninsurable losses unless caused by an insured peril, e.g. fire.

Criminal Activity

Small businesses may also be susceptible to crimes. Burglary and robbery are obvious perils, but so are employee theft, embezzlement and forgery. Merchants, in particular, may need protection against losses caused by forged checks or unauthorized use of credit cards

Business Interruption Losses

You have already seen how a direct loss from fire can shut down a business temporarily. Although insurance provides money for repairing or rebuilding property damaged as a direct result of fire, most policies do not cover indirect losses, such as income that is lost while the business is interrupted for repairs.

A special kind of insurance covers indirect losses that occur when a direct loss (that results from a covered peril, such as fire) forces a temporary interruption of business. Business interruption insurance reimburses policyholders for the difference between normal income and the income earned during the enforced shutdown period. Not only is income reduced or cut off completely during such interruptions, but many business expenses continue, such as taxes, loan payments and salaries to key employees, interest, depreciation and utilities. Without income to pay these expenses, the business is forced to dip into reserves if any.

Interruptions in business also often trigger extra expenses. For example, overtime may be authorized to speed the business towards full operation again, or it may reopen with a skeleton staff (additional payroll) in temporary quarters (additional rent) using leased furniture and equipment (additional overhead). These expenses put an added strain on finances at a time when little if any income is being produced.

A firm can also buy business interruption insurance to protect against interruptions triggered by direct loss on someone else's property. For example, if a key supplier is shut down by a fire and can't deliver critical raw materials to a manufacturer, the manufacturer's business may be seriously interrupted.

Property damage at a key customer's business may have the same effect. If you depend on one firm for most of your volume and that firm is forced to suspend purchasing, you will lose income.

Liability Losses

Every business also faces exposure to liability losses. A business may become legally liable (i.e. responsible for payment) for bodily injury suffered by another person or persons, or for damage to or destruction of the property of others.

This liability may be the result of:

- A court decision (as in a lawsuit charging negligence)
- Statutory provisions (such as an Employee Compensation from employers liability law)
- Violation of contract provisions (a contract that makes one party responsible for certain kinds of losses)

Public Liability

A business may be held liable for injuries or other losses suffered by a member of the general public as the result of the firm's (or its employees') negligence or fault. Examples include:

- A customer in a firm's building trips on a broken step
- A defective product causes injury to its user
- Improper installation of a product causes injury to a customer
- A tenant is held responsible for a third-party injury occurring on the rented property, due to a clause he or she signed agreeing to such responsibility

Your daily paper will provide dozens of other examples. A firm that is found legally liable for harming a third party must pay damages to compensate the injured party. Sometimes the court also imposes punitive damages and, in cases involving violation of statutes designed to protect the community, the court may levy fines in order to discourage future violations.

Regardless of who wins or loses a lawsuit, litigation is time consuming and expensive. No matter how ridiculous or unfounded the suit may be, productive business hours are lost, lawyers must be retained and paid and other related costs must be met while the suit is being contested.

Liability to Employees

Laws require most employers to compensate employees for loss of income or medical expenses resulting from work-related disease or injury (except for certain self-inflicted injuries). Should an employee die as a result of a job-related accident or disease, the employee's family also collects a specified amount if the employer is found liable of an error or omission.

So far, the exposures we have looked at have all been more or less external to the business. There are, however, several major exposures that have to do with the business itself.

Key Person Losses

What would happen to your business if an accident or illness makes it impossible for you to work? What if one of your partners or your sales manager suddenly dies? Most of us would rather not think about such a "what if", but it is important for you to prepare your business for survival long before a key person dies or is disabled.

Serious Illness or Disabled Owner

- What will the owner's source of income be? How will it be treated for tax purposes?
- Who will continue the business? What if that person is not qualified or is a minor?

Death of an Owner

- If a will is not in place before the owner's death, will the business close or will someone inherit it?
- If the owner's life savings are invested in the business, will the surviving family be able to use them wisely?
- What will be the surviving family's source of income while the future of the business is being decided? If the business is to be sold, where will working capital come from for the transition period? How will the fair market value of the business be determined? Will the fair market value change because of the loss of a key person?

- If the business forms the bulk of the estate, what are the income and inheritance tax implications for the surviving spouse and heirs?
- Is there some pre-death strategy that could minimize that tax liability?

The answers to these questions can best be determined with the help of your business' planning team: your lawyer and accountant. Their expertise in estate planning, financial planning, and current legal and tax will help you develop a plan for your business' survival.

Death of a Partner

Unless the partners have prepared some other binding arrangement, a partnership is dissolved when one partner dies. The duties of the surviving partner(s) are limited to winding up the affairs of the partnership. Also, the surviving partner(s) will be personally liable for losses that the business's assets are insufficient to cover.

Partners may set up agreements for the surviving partner(s) to purchase the deceased partner's interest at a prearranged valuation. Business life insurance on each partner can provide the funds needed to purchase that interest.

- Who should pay the premium? The business? Each partner?
- What are the advantages and disadvantages of these alternatives?
- What are the tax implications of each?
- How would each affect the firm's cash flow?

There are many insurance covers and many ways to set up the necessary insurance. Your insurance company can suggest a wide range of options compatible with your needs, your firm's cash position and tax implications.

Death of a Major Shareholder

In most small businesses, there are only a few shareholders, and most of them take an active part in running the business.

Death of a major shareholder often throws a spotlight on the survivors' differences. Conflict or major personality clashes can seriously threaten the survival of a firm. Dissension also damages employee morale, can lead to a loss of business and may even harm the firm's credit rating.

Unless otherwise provided for, the deceased major shareholder's shares will become part of his or her estate. While the estate is being settled, the estate administrator can vote in the deceased shareholder's place. If a controlling interest in the firm is involved, the administrator can name a new board of directors and take over full control of the corporation.

- What if the heirs decide to get involved in the business? If they decide to retain the stock, will it provide enough income to support them?
- If the heirs decide to sell the stock, will the other major shareholders have the right of first refusal? Can a plan be set up to allow the surviving shareholders to finance a buyout of the heirs' holdings? Without such a plan, will the remaining shareholders' search for buyout funds have any impact on the firm's credit?

Once again, planning is essential. Your lawyer, accountant and insurance company can develop a legally binding strategy to prevent outsiders from unexpectedly coming into the business and to ensure an orderly changing of the guard should a major shareholder die.

Loss of a Key Person

What would happen if you were to suddenly lose the services of a key person (e.g. a sales manager or the office manager/bookkeeper) because of illness, disability or death?

- What impact will that person's absence have on sales volume? Costs? Productivity? Efficiency? The firm's credit?
- How will you reassign duties to cover the missing person's functions?
- What extra costs will you have to incur to recruit a replacement?
- How long will it take before the replacement is trained and productive?

9.4 SMALL GROUP BENEFITS

We've already touched briefly on some legally required employee benefits:

- Social Security
- Employee Compensation from Employer's Liability
- Temporary disability benefits

Most firms recognize that employees expect basic benefits in addition to those listed above. As an employer, you compete for the most qualified individuals in the local labor pool. Unless you offer at least minimal benefits, attracting and keeping qualified employees may be very difficult.

You may want to consider offering one or more of the following benefits:

- Pensions
- Group health protection or group health plan. Health benefits may include life /death insurance, medical, prescription medicines and major medical expenses
- Other group insurance benefits (life, travel, accidental death and personal, vehicles and homeowners)

9.5 LOSS EXPOSURES AND RISK MANAGEMENT

As you can see, a business may face several types of risks and exposures. Once exposures have been identified and analyzed, and employee benefits have been reviewed, you must decide upon the risk management measures that will best protect your business. The next two steps in this process are similar to those we face in managing our personal finances.

1. Loss control - What can be done to prevent or limit exposure?
2. Guaranteeing availability of funds - What techniques can be used to ensure that funds will be available for unavoidable losses?

Limiting Exposure to Loss

Avoiding Risks

One principle of loss prevention and control is the same in business as it is in personal life: avoid activities that are too hazardous. For example, a merchant may decide not to sell a particular product because it is likely to injure customers; thus, the firm avoids a product-liability exposure, or if you can't avoid an exposure completely, minimize it.

An apartment owner may decide against constructing a new building on a rural hillside site that has a long history of bushfires. Instead, he builds on level, suburban land, which is supplied by town water and is two minutes from a fire station. Although exposure of loss from fire can be eliminated completely, this owner has reduced the possible severity of loss by choosing a safer site. Look again to see if the extent of possible loss can be further reduced.

That same apartment owner, for example, may decide to build using fire-resistant construction and materials, thereby reducing the chance of a fire's spreading. He may also decide to install smoke detectors, fire alarms and sprinkler systems throughout the building.

Risk Retention

A business owner may decide that the firm can afford to absorb some losses, either because the frequency and probability of those losses are low or because the euro's value of the losses is manageable.

For example, a firm owns several business vehicles. The drivers have an excellent safety record, and exposure to collision is low because these vans cover rural routes. These are older vehicles, and their book value has decreased substantially. The firm decides to drop the collision coverage completely. If an accident damages one or more of the vans, the firm will pay for damages with company funds. In effect, the firm has decided to retain the risk itself rather than transfer the risk to an insurance company by paying for collision insurance. An alternative is that the firm could decide to retain only part of the risk and insure the rest.

Transferring Risk

Another method of managing exposure to loss is by transferring the risk. Although most businesses do this by buying insurance (which transfers some or all of the risk to the insurance company), there are noninsurance options.

- In the above example, the firm may decide to eliminate the collision exposure completely by selling the firm's vans and hiring a local delivery service. This solution eliminates not only the collision exposure, but also the exposures associated with owning and maintaining the vans. In effect, the firm has transferred all of the expenses to the local delivery service.
- To reduce exposure to property damage, a retailer may decide to cut in-store inventories and to handle certain items on a special-order basis only. The owner will place small reorders with suppliers more frequently. The result? Lower inventory values in the store, therefore, lower exposure. The retailer is actually transferring much of the exposure of property loss to the suppliers.

Insurance as a Risk Strategy

The most common method of transferring risk is insurance. By insuring your home and car, you have transferred much of the risk of loss to the company that issued the policy. You pay a relatively small amount in premium rather than run the risk of not protecting yourself against the possibility of a much larger financial loss.

In business insurance, as in personal insurance, only you can decide which exposures you absolutely must insure against. Some decisions, however, are already made for you:

- Those required by law (such as Employer's Liability).
- Those that others require. For example, you cannot register or operate a business vehicle unless you can prove that it is insured. Similarly, few lenders will finance property or construction unless it is adequately insured and the lender is named on the policy as having an insurable interest.

Services Insurers Provide

You may not be aware of other services that insurance companies provide to policyholders:

- Legal defense - Liability insurance (particularly for property damage and bodily injury) usually includes legal defense when the policyholder is a party to a lawsuit that involves a claim covered by the policy. Litigation is costly, whether the claimant's suit is valid or ridiculous. The legal defense provision greatly reduces those costs to the policyholder.
- Rehabilitation - Insurance companies that write a lot of Employee Compensation from employer's liability insurance may provide access to extensive rehabilitation services. Generally, these services help return injured workers to employment and, in some cases, may even help train the workers for a different job.
- Loss control services - Some commercial insurance policyholders may also qualify for consulting services of the insuring company's loss control (or engineering) department. This department is staffed with engineers and safety experts who specialize in inspecting business premises, identifying hazards, perils and possible trouble spots and recommending possible solutions.
- Claim management services - Some commercial insurers provide claim management services that support the policyholder in loss analysis.

9.6 WHAT DO I NEED TO THINK ABOUT WHEN BUYING INSURANCE FOR A BUSINESS?

Insurance documentation - When applying for insurance cover, you will be asked to give information about your business. Your enterprise's information will enable us to assess your risk and advise you to take out the covers that better suit your own needs. Details will include name, address and business of the proposer, previous losses, and details of the risk to be insured. All questions are fully answered and all relevant facts concerning the business are disclosed to us. Failure to disclose all relevant facts fully, whether specifically asked or not, might entitle us to treat the policy as invalid.

9.7 ORGANIZING YOUR INSURANCE POLICY

Good risk and insurance management is achieved through organization and planning. A lifetime of work and dreams can be lost in a few minutes if your insurance policy does not include certain elements. To ensure you are adequately covered, take these steps:

1. Recognize the various ways you can suffer loss
2. Follow the guides for buying insurance economically
3. Organize your insurance management program
4. Get professional advice

Recognize the Risks

The first step toward good protection is to recognize the risks you face. Some businesses will need coverage's not mentioned in the checklist. For example, if you use costly professional tools or equipment in your business, you may need special insurance covering loss or damage to the equipment or business interruption resulting from not being able to use the equipment.

Study Insurance Costs

Before you purchase insurance, investigate the methods by which you can reduce the costs of your coverage. Be sure to cover the following points:

1. Decide what perils to insure against and how much loss you might suffer from each
 2. Cover your largest loss exposure first
 3. Use as high a deductible as you can afford
 4. Avoid duplication of insurance
 5. Buy in as large a unit as possible. Many business policy packages are suitable for small businesses, which are designed to serve and often are the only way a small business can get adequate protection
 6. Review your insurance program periodically to ensure that your coverage is adequate and your premiums are as low as possible yet consistent with sound protection
2. If an employer or partner is going to be responsible for your insurance program, be sure he or she understands the responsibility
 3. Do everything possible to prevent losses and to keep those that do occur as low as possible
 4. Go Direct to save money!
 5. Don't try to save money by underinsuring or by not covering some perils that could cause loss, even though you think the probability of that loss occurring is very small. If it is small, the premiums also will be small
 6. Keep losses better coverage at lower costs in the future
 7. Have your property appraised periodically by independent appraisers. This informs you of your exposures, and allows you to prove more conclusively what your actual losses are if any occur

Have a Risk Management Plan

To manage your insurance program for good coverage at the lowest possible cost, you will need a definite plan that supports the objectives of your business. Here are some suggestions for good risk and insurance management:

1. Write down a clear statement of what you expect insurance to do for your firm

9.8 SUMMARY

Some small business owners look on insurance as if it were a sort of tax. They recognize it as necessary but consider it a burdensome expense that should be kept at a minimum. Is this view justified? No, if you take a more conservative approach. Used correctly, insurance can contribute a great deal to your success by reducing the uncertainties under which you operate. It can reduce employee turnover, make it easier to sell customers on favorable terms and help your business continue in case an insured peril interrupts operations. The potential benefits of good insurance management make it well worth your study and attention.

10. 24HRS ASSISTANCE

Membership Summary

This policy summary provides you with basic details of your 24hrs Property Assistance Membership Plan. The Membership Plan provides a number of levels of Assistance which we outlined in the summary below, please check the Membership Certificate provided to you.

Please note this is not a statement of the full Terms and Conditions, of your 24hrs Property Assistance Membership Plan.

10.1 TYPES OF MEMBERSHIP

Your "Membership Certificate" will show the covers and benefits you are entitled to according to your Type of Membership.

Response

What is covered	What is not covered
<ul style="list-style-type: none"> • Call-out fees • The first hour's labour for the covers detailed in Sections A, B, C and D • All permanent repairs guaranteed for 12 months from the date the permanent repair was carried out 	<ul style="list-style-type: none"> • Any financial protection in the 14 days following taking out membership for the first time • All labour charges in excess of the first hour's labour • The cost of replacement parts and/or other materials

Total Response

What is covered	What is not covered
<ul style="list-style-type: none"> • Call-out fees • Parts and labour up to the amount specified in the schedule per call out for the covers detailed in Sections A, B, C and D • All permanent repairs guaranteed for 12 months from the date the permanent repair was carried out 	<ul style="list-style-type: none"> • Any financial protection in the 14 days following taking out membership for the first time • All labour charges together with the cost of replacement parts and/or other materials in excess of the amount specified in the schedule

keyfacts

10.2 SECTIONS OF COVER FOR RESPONSE AND TOTAL RESPONSE MEMBERSHIP PLANS

Section of cover	What is covered	What is not covered
Section A Electrical Wiring	• The permanent electrical supply system in the Property	• Any electrical wiring which is not permanent and/or situated outside the Property
Section B Plumbing and Drainage	• The internal and external plumbing and drainage of the Property	<ul style="list-style-type: none"> • External guttering, soakaways and rainwater pipes • Repair or replacement of sanitary ware • Repair costs of pumps, water tanks, radiators, cylinders, water softeners, waste disposal units, macerators or central heating components
Section C Security	• The external locks, doors and windows of the Property	<ul style="list-style-type: none"> • Detached garages and outbuildings • The repair or replacement of intruder alarm systems • The theft or loss of keys to the Property
Section D Heating	<ul style="list-style-type: none"> • The primary source of heating in the Property • Boilers up to and including 15 years old 	<ul style="list-style-type: none"> • Boilers with a maximum output of over 60kw • The cost of replacing the central heating boiler, storage/panel heater • LPG (Liquid Petroleum Gas) and oil fired systems, solid fuel systems, open fires, warm air heating systems, electrotech and smartheat systems, underfloor heating • Annual boiler check ups • The cost of replacing a boiler/appliance deemed beyond economical repair

10.3 SIGNIFICANT EXCLUSIONS OR LIMITATIONS

Main exclusions which apply to all sections of cover

- Claims, loss or damage occurring prior to the commencement of the Membership Plan.
- Claims arising after the Property has been left unoccupied for more than 30 consecutive days.
- Cost of repairing faults or damage caused by fire, lightning, explosion, earthquake, flood, storm, subsidence, heave or landslip, malicious damage, theft or attempted theft (except when in relation to security), structural repairs, alteration or demolition, faulty workmanship, defective materials.
- Replacement costs of the electrical wiring, plumbing and drainage, central heating or security which needs to be replaced as a consequence of natural wear and tear or gradual deterioration (e.g. complete rewiring of the Property due to the age of the electrical wiring system).

Property Assistance

Property Assistance is designed to offer you Property Emergency and routine maintenance services.

10.4 SERVICE FOR EMERGENCY PROPERTY TECHNICAL ASSISTANCE

This service applies to the following (emergency) cases and is available 24 hours per day. All it takes is a phone call, and a competent technician will repair any damage that requires immediate attention related to:

Property Assistance Membership Plan covers only the following cases:

- **Plumbing Installations** - Up to a limit of the amount specified in the schedule per visit and a maximum of three calls per annual period of Insurance.
- **Electrical Installations** - Up to a limit of the amount specified in the schedule per visit and a maximum of three calls per annual period of Insurance.

- **Locks** - Replacement of the main entrance locks, in case of loss or theft of keys, or damaged locks, up to a limit of the amount specified in the schedule per visit and a maximum of three calls per annual period of Insurance.
- **Glass** - Replacement of the broken glass of exterior doors or windows, up to the limit of the amount specified in the schedule per visit and a maximum of three calls per annual period of Insurance.
- **Temporary Replacement of TV, Video or DVD** - Temporary replacement of such equipment for up to 15 days, with the right to use this service up to two times per annual period of Insurance.
- **Heating** - Up to a limit of the amount specified in the schedule per visit and a maximum of three calls per annual period of Insurance.

Property Assistance Connection Services

This service allows you to contact the Technical Assistance company with which we cooperate to request quotations from specialised technicians for any maintenance, repair or construction work you wish to undertake in your Property.

If you accept their offer, the Technical Assistance company will coordinate the various technicians involved, in order to ensure the smooth execution of the work required, guarantee the quality of the work and control the cost involved (which in this case is payable by yourself, the insured). The Technical Assistance company will also provide a 12 month guarantee for the workmanship.

The specialised technicians can provide services in the following areas:

Plumbing, electrical installations, locks and security systems (mechanical or electronic) glass panes and mirrors, construction work, painting, carpentry work, installation of TV antennas, heating/air-conditioning, TV, video or DVD rentals, security services, repair of domestic appliances, steel or aluminium structures, fumigation, tents, insulations, wooden floors and cleaning drains.

11. INSURANCE POLICY

MEANING OF WORDS

We know Insurance policies may be difficult to understand. Certain words in the policy and schedule have particular meanings wherever they appear. These words and their meanings are given below.

Definition of Words

Buildings

- Buildings being built mainly of brick, stone, concrete or other non-combustible materials including walls, gates and fences and including:
- Outbuildings within the boundaries of the premises
- All services to the Buildings for which the Insured is legally responsible
- Landlords Fixtures and Fittings in and on the Buildings for which the Insured is legally responsible
- Walls gates and fences
- Drains, sewers, piping, ducting, cables, and wires on the premises and extending to the public mains, but only to the extent of the Insured's responsibility

Buildings exclude

- Glass and Signs

Business

The trade or occupation described in the schedule carried on at the premises shown in the schedule

Business Hours

Your business working hours

Contents (excluding Own Computer Equipment and Stock)

- Office machines and other contents
- Patterns, models, moulds, plans and designs
- Documents, manuscripts and business books for an amount not exceeding the amount specified in the schedule in any one loss
- Wines, spirits, cigarettes and tobacco held for entertainment purpose but for not more than the amount specified in the schedule
- Improvements, alterations, decorations, fittings and additions to leased buildings which have been made by you and for which you are not entitled to be reimbursed by the lessor in the event of loss or damage
- Contents in outbuildings

Contents Excludes:

- Money
- Glass and Signs
- Explosives
- Aircraft and/or watercraft of every kind and description
- Motor Vehicles
- Livestock
- Stock
- Own Computer Equipment

Company/Us/We/Our/Insurers

GAN Direct Insurance Ltd

Contract Price

In respect only of goods sold but not delivered for which the insured is responsible subject to a sale of contract which, following loss or damage insured by this policy, is cancelled by reason of its conditions wholly or to the extent of the damage, the liability of us shall be based on the contract price

Customers' Goods

The insured having intimated to their customers that they will accept responsibility for loss or damage to goods the property of such customers or for which the customer may be legally responsible whether manufactured by the insured or not upon which work is to be, is being or has been done on behalf of customers by the insured or which may be left in the insured's custody. All such customer goods shall be held to be insured by the item(s) on the schedule relating to stock

Designation of Property

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the insured's books

Documents

Computer records, documents, manuscripts and business books

Employee

Any person engaged under a contract of service or apprenticeship

Endorsement

An agreed change in the terms of the policy

Event

One incident or all incidents of a series consequent on, or attributable to, once source or original cause

Excess

The first amount of each and every claim that shall be paid by you, after the application of any limits. The excess will be deducted after the application of any limits or terms imposed by this policy.

If you suffer loss or damage which leads to a claim under more than one section of the policy, or for more than one items of property: The highest excess is payable but only one excess is payable

Expendable Items

Items such as but not limited to batteries, valves, X-ray and picture tubes, belts, chains, tapes, cards, ribbons, filters, tubes, electric heating elements or electrical contacts or replacement of component parts worn through normal use or operation

Geographical Limit

Geographical Limit shall mean all countries within the European Union

Indemnity Period

The period beginning when the damage took place and ending when the business is no longer affected by the damage, or the period shown in the schedule, whichever is the sooner

Maintenance Agreement

A maintenance rental hire or lease agreement which provides a minimum service of on-call remedial and/or corrective maintenance at inclusive cost

Money

Current coin, bank notes, cheques, stamps, vouchers, credit card and debit card sales vouchers, and negotiable instruments all pertaining to the business and belonging to or the responsibility of the Insured

Negotiable Instruments

A legal document that represents money and that can be legally transferred in title from one person to another

Office Machines

Typewriters, duplicators, photocopying machines, calculators, accounting machines, telephone installations, public address systems, dictating equipment, postal and franking machines and similar office machinery belonging to the insured or for which the insured is responsible

Own Computer Equipment

As defined below and all being the property of the insured or for which they are responsible:

Computer Equipment

- All computer equipment (including interconnecting wiring fixed disks and telecommunications equipment) used for the storage and communication of electronically processed data but excluding computer equipment used solely or in part for the control or monitoring of any manufacturing repair handling alteration and/or treatment process or plant machinery vehicles airborne or waterborne craft of any kind

Ancillary Equipment

- Ancillary equipment solely for use with the computer equipment comprising air conditioning equipment generating equipment UPS voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat smoke and water detection equipment lightning and transient over voltage protection devices lock down security devices gas flooding cylinders and pipework and computer room partitioning

Computer System Records

- All current and back up Computer Records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information thereon.

Period of Insurance

The duration of the policy for the period specified in the schedule, or any renewal period for which the appropriate premiums are paid in each case

Policyholder/Insured/You

The person or persons named in the schedule

Premises

The premises specified in the schedule

Safe or Strongroom

A container or structure which has been specifically designed for the safe storage of Money or valuables and is designed to protect the contents against fire and to resist unauthorized opening by hand-held or power operated tools

Schedule

The schedule attached to and forming part of the policy, or if the policy has been renewed the schedule issued at renewal for which the appropriate premiums are paid in each case

Seasonal Increase Period

20 days prior to and including Easter Sunday

10 days following Easter Sunday

1 December to 29 January the following year (inclusive)

Stock

- Stock and materials in trade, work in progress and finished goods.
- Customers' goods for which you are responsible prior to any destruction or damage

11.1 GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THE POLICY

1. This policy shall be voidable in the event of misrepresentation or non-disclosure in any material particular
2. Observance of the terms of this policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company
3. The Insured at their own expense shall
 - a) Take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this policy and to maintain all Buildings and Contents in sound condition
 - b) Exercise care in the selection and supervision of Employees
 - c) As soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
 - d) Take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations
4. This policy shall be avoided if
 - a) The business be wound up or carried on by a liquidator or receiver or permanently discontinued or
 - b) The Insured's interest cease otherwise by death or
 - c) You fail to tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. A material fact or circumstance is one which might affect our decision to provide insurance or the conditions to the insurance
5. This policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than the insured except to a transferee approved by the Company
6. The Insured will comply with all statutory obligations, by-laws and regulations imposed by any public authority for the safety of persons or property
7. The Insured will obtain certificates of inspection for all equipment required by any statute or regulation to be so certified
8. Fire Extinguishing Appliances
In respect of Fire Extinguishing Appliances the insured will have the said appliances serviced and maintained under an annual service contract with approved suppliers or as agreed by us.
Subject to observance of the above undertaking the policy shall not be invalidated as a result of any defect in any of the said appliances unknown to or beyond the control of the insured
9. Contribution
If at the time of any loss, damage, liability or injury there is any other existing insurance, whether effected by you or by any other person or persons covering the same property, we will not be liable to pay or contribute more than our rateable proportion of such loss, damage or liability
10. Cancellation
This policy may be cancelled by the Insured giving written instruction to the Company or
The Company sending 14 days written notice to the last known address of the Insured
Cancellation will be effective from the receipt of valid instruction from the Insured provided that where a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover cancellation will only be effective from the date of receipt of the Certificate(s) of Insurance to the Company or
The expiry of the 14 days written notice sent by the Company
The Insured will be entitled to a proportionate return of premium in respect of the unexpired portion of the current Period of Insurance provided that no claim has been made in that period nor any incident occurred that might give rise to a claim

11. Fire Break Doors and Shutters

The Insured will maintain all firebreak doors and shutters within their custody or control in efficient working order and to keep them free from obstruction at all times

12. Due Diligence

You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair

13. Voidance

This policy is voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact

14. Stock Declaration

Any Sections under this Insurance policy whereby cover is provided for stock the following conditions apply:

The premium in respect thereof is provisional being 75% of the premium on the sum insured thereby and will on the expiry of each Period Of Insurance be adjusted subject to:

The value of the stock at the premises will be declared in writing to us by the insured on the last working day of each calendar month or quarter as agreed and if a declaration is not so provided by the insured this will be deemed by the insured to have declared the maximum Sum Insured as the value

On the expiry of each Period of Insurance the actual premium and tax will be calculated at the rate per cent per annum applicable on the average amount declared i.e. the total of the sums declared divided by the number of declarations

If the actual premium be greater than the provisional first premium (or in the case of the second and subsequent periods of insurance the provision annual premium) paid for the period the insured will pay the difference. If it be less the difference will be repaid to the insured but such repayment will not exceed one-third of the first or annual premium

11.2 CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS POLICY

1. If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this policy or if any loss destruction or damage be occasioned by the willful act or with the involvement of the Insured all benefit under this policy shall be forfeited
2. On the discovery of any circumstance or event which may give rise to a claim under this policy the Insured shall
 - a) Notify the Company by telephone, in person or in writing as soon as is possible but no later than 14 days
 - b) Give immediate notice to the Police Authority in respect of loss destruction or damage caused by malicious persons or thieves if insured by this policy
 - c) Carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimize or check any interruption of or interference with the Business or to avoid or diminish the loss
 - d) As soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
3. Provide us with all the information and documentation which we request. This may include such items, but not limited to, business books, documents, proof, information, explanation and other evidence as may reasonably be required. This may also include documentation produced by the Insured's professional accountants or auditors who are regularly acting as such
4. If the company elects or becomes bound to reinstate or replace any Buildings and/or Contents the Insured shall at their own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require. The

Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not be bound to expend in respect of any one of the items insured more than the sum insured as stated in the schedule

5. Rights and Responsibilities

- a) We may enter any building where the loss or damage has occurred. No item(s) to be disposed of until we have had the opportunity to inspect or we have provided written consent for the item(s) to be disposed of
- b) Following settlement of any claim any salvage becomes the property of the Company. No salvage may be abandoned to us
- c) The Insured must not admit, reject or negotiate on any claim without our written consent
- d) We may take over and conduct in the name of the Insured (but at our expense and for our own benefit) to recover from others compensation in respect of anything covered by this policy
- e) The Insured must provide all the help and information we may need to settle or defend any claim or to start legal proceedings

6. Contribution

When a loss paid under this policy is also recoverable under another policy and we have paid more than our rateable share, we reserve the right to seek contribution from other insurer or insurers

7. You must pay the amount of any excess shown in the schedule for each claim you may make. Payment of your excess may be requested when you initiate your claim or may be deducted from our payment to you

8. Applicable to Liability Insurance

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

9. All loss or damage to property occurring during any one period of seventy-two consecutive hours during this period, directly caused by an earthquake shock or volcanic eruption, shall be deemed to have been caused by a single event and therefore will constitute as one loss for the purposes of this policy. The Insured shall select the time from which any such period shall commence but no two such periods shall overlap

11.3 GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

We will not pay for:

1. Loss or damage or any consequential loss resulting directly or indirectly from Terrorism. For the purpose of this exclusion Terrorism shall mean any act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organization or government and/or to put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any loss or damage or consequential loss is not covered by this policy (or is covered only up to a specified amount of liability) the burden of proving that such loss or damage is covered (or is covered beyond the limit of liability) shall be upon the Insured

2. Loss or damage of or to any property whatsoever or any loss or expense whatsoever resulting or arising from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- c) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalization confiscation requisition seizure or destruction by the government or any public authority
- d) Pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds

3. Computer System Records

Computer system records unless at the time of the damage a back-up copy is maintained either at a location other than the premises or alternatively a back-up copy is kept in a fireproof safe or cabinet on the premises

4. Matching Of Items

We will not pay for the cost of replacing or repairing and undamaged part(s) of any item(s) covered by this policy, which forms part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part

5. Fines or Penalties

The cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

6. Consequential Loss or Damage

Direct or indirect consequential loss or damage of any kind or description except where specifically included

7. Change in Water table Level

Loss, damage or destruction attributable solely to the change in the water table level

8. Date Recognition/Discontinuity

Loss, damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip

integrated circuit or similar device or any computer software whether the property of the Insured or not and whether occurring before or after the Year 2000 to:

- a) correctly recognize any date as its true calendar date
or
- b) correctly to recognize capture save retain restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
 - (i) treating any date otherwise than as its true calendar date or
 - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability to correctly capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date

or

- c) otherwise to function correctly

9. PROFESSIONAL INDEMNITY

We will not provide indemnity under the Legal and Products Liability Section of this policy in respect of errors, omissions or neglects in any:

- a) advice given by You or on Your behalf
- b) plan, survey report, certificate or any similar document
- c) design, formula, instruction, specification
- d) computer program prepared by You or on Your behalf

10. VAT

VAT where you are accountable to the tax authorities for Value Added Tax. All terms in this insurance shall be exclusive of such tax.

11.4 SECTION ONE - BUILDINGS

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of your policy covers loss of or damage to your Buildings from Insured Events 1 – 10 as defined below

We will pay for loss of or damage to the buildings caused by:

1. Fire

We will not pay for:

By explosion resulting from fire

To property caused by it's undergoing any process involving the application of heat

The amount specified in the schedule on each and every claim

2. Explosion

We will not pay for:

Caused by the bursting of any boiler economizer or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only

To any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude damage caused by explosion of

- any boiler

- gas

used for domestic purposes only

The amount specified in the schedule on each and every claim

3. Lightning

We will not pay for:

The amount specified in the schedule on each and every claim

4. Earthquake

We will not pay for:

Damage caused by fire

The amount specified in the schedule on the total buildings sum insured for each and every claim for properties constructed more than the number of years as specified in the schedule

5. Riot, Civil Commotion, Labour Disturbances or Malicious Persons

We will not pay for:

Damage caused by the stoppage or hindrance of work as a result of any industrial dispute

Damage whilst the property is unoccupied for more than the number of consecutive days specified in the schedule

Damage in the course of theft or attempted theft

Damage whilst the property is lent, let or sub-let UNLESS such damage is consequent upon forcible and violent entry

The amount specified in the schedule on of each and every claim

6. Storm or Flood

We will not pay for:

Damage attributable solely to the change in the water table level

Damage caused by frost, subsidence, ground heave or landslip

Damage to fences, gates and moveable property in the open

The amount specified in the schedule on each and every claim

7. Escape of Water from any Tank, Apparatus or Pipe

We will not pay for:

Water discharged or leaking from an automatic sprinkler installation

Damage whilst the property is unoccupied for more than the number of consecutive days specified in the schedule

The amount specified in the schedule on each and every claim

8. Impact by any Road Vehicle including any forklift truck or other industrial vehicle, animal or a falling tree or part of a tree

We will not pay for:

- Damage caused by any animal kept at the premises
- Damage caused by you or any person acting with your consent felling or lopping a tree
- The amount specified in the schedule on each and every claim

9. Accidental Escape of Water from any Automatic Sprinkler Installation

We will not pay for:

- Damage whilst the property is unoccupied for more than the number of consecutive days specified in the schedule
- Damage by heat caused by fire
- More than the amount specified in the schedule in any one period of insurance
- The amount specified in the schedule on of each and every claim

10. Subsidence, Ground Heave or Landslip

We will not pay for:

- The settlement or movement of made up ground or by coastal or river erosion
- Damage as a result of the construction, demolition, structural alteration or structural repair
- Normal settlement or bedding down of new structures
- Damage commencing prior to the granting of cover under this Insurance
- The amount specified in the schedule on each and every claim

11.4.1 ADDITIONAL BENEFITS

If we agree to pay a claim under Section One we will also pay for any reasonable costs necessarily incurred by you for:

1. Fire Extinguishment Costs

The following reasonable costs necessarily incurred by you in extinguishing a fire either at your premises, immediately adjacent to your premises, or threatening to involve your property:

- wages for your employees
- replenishment of your fire fighting appliances

We will not pay for:

More than the amount specified in the schedule in any one period of Insurance

2. Cost of Tracing Source of Water Damage

The reasonable costs necessarily incurred in locating the source of water damage if the damage is caused by water bursting or leaking from pipes, water mains, tanks or drains

We will not pay for:

More than the amount specified in the schedule in any one period of Insurance

Damage to the mains, tanks or source unless damaged by an Insured event

3. Loss of Rent

If the building is made uninhabitable by damage from any cause insured by this section, we will pay up to 15% of the sum insured on buildings for loss of rent, until the building is repaired.

We will not pay for:

Any amount in excess of the percentage specified in the schedule of the buildings sum insured in any one period of Insurance

4. Architects and Surveyors Fees

Any reasonable architects, surveyors, consulting engineers, legal or any other fees for estimates, plans, specifications, tenders and supervision necessarily incurred with our written consent in rebuilding or repairing the building

We will not pay for:

Any amount in excess of the percentage specified in the schedule of the Buildings Sum Insured in any one period of Insurance

Costs, fees or any other expenses for preparing any claim under this policy

5. Removal of Debris

The reasonable costs incurred for the removal of debris incurred with our consent in the repair or reinstatement of the buildings following damage recoverable under this section

We will not pay for:

Costs incurred without our consent

Any amount in excess of the percentage specified in the schedule of the buildings sum insured in any one period of Insurance

Any amount if the repair or reinstatement of the building is not completed without delay

11.5 SECTION TWO – CONTENTS

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of your policy covers loss or damage to your Contents, Stock and Own Computer Equipment from Insured Events 1 – 10 as defined below

We will pay for loss or damage to the contents caused by:

1. Fire

We will not pay for:

By explosion resulting from fire

To property caused by it's undergoing any process involving the application of heat

The amount specified in the schedule on each and every claim

2. Explosion

We will not pay for:

Caused by the bursting of any boiler economizer or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only

To any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude damage caused by explosion of

- any boiler

- gas

used for domestic purposes only

The amount specified in the schedule on each and every claim

3. Lightning

We will not pay for:

The amount specified in the schedule on each and every claim

4. Earthquake

We will not pay for:

Damage caused by fire

The percentage specified in the schedule of the total buildings sum insured for each and every claim for properties constructed more than the number of years as specified in the schedule

5. Riot, Civil Commotion, Labour Disturbances or Malicious Persons

We will not pay for:

Damage caused by the stoppage or hindrance of work as a result of any industrial dispute

Damage whilst the property is unoccupied for more than the number of consecutive days specified in the schedule

Damage in the course of theft or attempted theft

Damage whilst the property is lent, let or sub-let UNLESS such damage is consequent upon forcible and violent entry

The amount specified in the schedule on each and every claim

6. Storm or Flood

We will not pay for:

Damage attributable solely to the change in the water table level

Damage caused by frost, subsidence, ground heave or landslip

Damage to fences, gates and moveable property in the open

The amount specified in the schedule on each and every claim

7. Escape of Water from any Tank, Apparatus or Pipe

We will not pay for:

Water discharged or leaking from an automatic sprinkler installation

Damage whilst the property is unoccupied for more than the number of consecutive days specified in the schedule

The amount specified in the schedule on each and every claim

8. Impact by any Road Vehicle including any forklift truck or other industrial vehicle, animal or a falling tree or part of a tree

We will not pay for:

Damage caused by any animal kept at the premises

Damage caused by you or any person acting with your consent felling or lopping a tree

The amount specified in the schedule on each and every claim

9. Accidental Escape of Water from any Automatic Sprinkler Installation

We will not pay for:

Damage whilst the property is unoccupied for more than the number of consecutive days specified in the schedule

Damage by heat caused by fire

Any amount in excess of the amount specified in the schedule in any one period of insurance

The amount specified in the schedule on each and every claim

10. Subsidence, Ground Heave or Landslip

We will not pay for:

The settlement or movement of made up ground or by coastal or river erosion

Damage as a result of the construction, demolition, structural alteration or structural repair

Normal settlement or bedding down of new structures

Damage commencing prior to the granting of cover under this Insurance

The amount specified in the schedule on each and every claim

11.5.1 ADDITIONAL BENEFITS

If we agree to pay a claim under Section Two we will also pay for any reasonable costs necessarily incurred by you for:

1. Fire Extinguishment Costs

The following reasonable costs necessarily incurred by you in extinguishing a fire either at your premises, immediately adjacent to your premises, or threatening to involve your property:

- wages for your employees
- replenishment of your fire fighting appliances

We will not pay for:

More than the amount specified in the schedule in any one period of Insurance

2. Rewriting of Records

The cost of rewriting or reproducing necessary written or printed documents, business records, plans and designs limited to an amount equal to the percentage specified in the schedule of the Contents sum insured or 5,000, whichever is the lesser

3. Personal Effects belonging to you and any permanent employee(s)

Any damage covered by Insured events 1 to 10 to the personal effects of you or any employee

We will not pay for:

More than the percentage specified in the schedule of the Business Contents sum insured or the amount specified in the schedule in any one period of Insurance whichever is the lesser

We will not pay for:

If the damage is excluded by any of the Insured events 1 – 10

More than the amount specified in the schedule for any one person

More than the amount specified in the schedule in any one period of Insurance

If any person is entitled to indemnity under any other policy of Insurance effected by that person

Any jewellery, furs or money

The amount specified in the schedule on each and every claim

Basis of claims settlement for Section One Buildings and/or Section Two Contents (excluding Stock and Own Computer Equipment)

If we agree to pay a claim for loss of or damage to your Buildings and/or Contents (excluding stock and own computer equipment) we will pay, at our option, the costs incurred to rebuild, replace or repair your Buildings and/or Contents (excluding stock and own computer equipment) so that it is returned as far as possible to its condition and extent when new.

We will only pay these costs if you:

1. Start rebuilding, replacing or repairing without unreasonable delay. If unreasonable delays occur we will not pay more than what it would have cost to replace, repair or rebuild as at the date of loss or damage and
2. You have maintained your Buildings and/or Contents (excluding stock and computer equipment) in a good state of repair. If you have not, we will deduct an amount for depreciation before we pay any costs of rebuilding, replacing or repairing. Any depreciation we apply is based on the age and condition of your Buildings and/or Contents (excluding stock and own computer equipment)

Additional Expenses

If we agree to pay a claim for loss of or damage to Buildings and the Sum Insured has not been exhausted then we will also pay the following additional expenses up to the insured amount:

Cost of Complying with Statutory Requirements

We will also pay up to the percentage specified in the schedule of the extra cost of repair of any Buildings necessarily incurred to comply with the requirements of any statute or regulation of any statutory authority. We will not pay for these additional costs if you had been required to comply with any requirements prior to the loss or damage occurring.

If the cost of repair of the Building is less 50% of the cost that would be incurred if your building had to be replaced, the amount we will pay for extra costs to comply with a statutory notice will be limited to the costs of complying in respect of the damaged part of the Building only

Limits to what we pay

The most we will pay is the Insured amount shown in the schedule for your Buildings and/or Contents (excluding stock and own computer equipment) and subject to any applicable limits and/or excess

Underinsurance

In the event of a claim if the Insured amount is less than the full reinstatement value of the property insured the amount we will pay will be reduced in proportion to the amount of underinsurance

Basis of Claims Settlement for Stock under Section Two Contents

If we agree to pay a claim for loss of or damage to your stock we will pay the costs necessary to repair or replace the stock destroyed or damaged to a condition substantially the same as, but not better or more extensive than its condition at the time the damage occurred taking into account depreciation, wear, tear, deterioration and whether the stock is obsolete. In respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any loss or damage insured under this policy either wholly or to the extent of the loss or damage the Company's liability shall be based on the Contract Price

Limits to what we pay

The most we will pay is the Insured amount shown in the schedule for stock, but during the seasonal increase period (20 days prior to and including Easter Sunday,

10 days following Easter Sunday and 1 December to 29 January the following year inclusive) the sum insured for stock is automatically increased by the percentage specified in the schedule.

The above also being subject to any applicable limits and/or excess

Underinsurance

In the event of a claim if the Insured amount is less than the full reinstatement value of the property insured the amount we will pay will be reduced in proportion to the amount of underinsurance

Basis of claims settlement for Own Computer Equipment under Section Two Contents

1. If we agree to pay a claim for loss or damage to your own computer equipment we will pay the cost of reinstatement where the computer equipment is destroyed or damaged beyond economic repair or replacement by new computer equipment of equal performance and/or capacity or if such replacement not possible replacement of computer equipment having the nearest higher performance and/or capacity to the computer equipment subject of the claim.
2. Where the computer equipment is damaged the cost of repairing or restoring the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new

If we agree to pay a claim for loss or damage to computer system records we will pay:

1. The value of the materials as stationary
2. The clerical labour and computer time expended in reproducing such computer system records

Limits to what we pay

The most we will pay for Own Computer Equipment is the amount shown in the schedule

Underinsurance

In the event of a claim if the Insured amount is less than the full reinstatement value of the property insured the amount we will pay will be reduced in proportion to the amount of underinsurance

11.6 SECTION THREE – COMPUTERS BREAKDOWN AND GENERAL ELECTRONIC EQUIPMENT

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section covers loss or damage occurring at your premises to Computers and/or General Electronic Equipment which requires repair or replacement before it can continue operating normally.

Special meaning of words for this section:

Loss or Damage

Means sudden and unforeseen physical loss or damage to the insured item which occurs during the period of insurance and requires immediate repair or replacement to allow continuation of use caused by malicious or accidental damage, vibration, power surge, low voltage, mechanical, electrical and electronic breakdown

Software

Means the collection of programs which cause a computer to perform a desired operation or series of operations

Electronic Data

Means the information stored on the Electronic Data Media

Electronic Data Media

Means the discs or tapes used in the computer to store the information

We will not pay for:

The cost of repair or replacement of expendable items

Loss or damage caused by any crack, fracture, blister, lamination, flaw or grooving which has not penetrated completely through the entire thickness of the material of the machinery

The cost of carrying out of normal maintenance, adjustments, inspection, repair, alteration, modification or overhaul

Loss or damage which you knew or reasonably should have known to be defective before the loss or damage occurred

Loss of use or consequential loss of any kind

Loss or damage caused by a deliberate act, neglect or omission on your part

Loss or damage caused directly or indirectly from fire, smoke or soot, extinguishing of a fire or subsequent demolition, explosion, lightning, earthquake, riot, civil commotion, labour disturbance or malicious persons, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle animal or a falling tree or part of a tree, accidental escape of water from any automatic sprinkler installation, subsidence, ground heave or landslip

The costs incurred in repairing wear and tear or gradual deterioration including:

1. Wear and tear due to normal operation
2. Wearing or wasting away of material caused by normal operation or resulting from atmospheric conditions, rust, erosion or oxidation
3. Damage to a safety or protective device caused by its own operation
4. The chipping or scratching of polished surfaces
5. Slowly developing deformation or distortion

Loss or damage for which the manufacturer or supplier or other parties are responsible under a maintenance or warranty agreement

The cost of alterations, improvements or overhauls unless it is required for the repair or replacement

Loss or damage whatsoever to Laptops

Loss or damage to Software, Electronic Data and Electronic Data Media

Loss or damage caused by software viruses or other disruptive programming

The amount specified in the schedule on each and every claim

Basis of claims settlement for section three, breakdown of computers and General Electronic Equipment

If we agree to pay a claim for breakdown of computers and general electronic equipment we will at our option repair, rebuild or replace any damaged item or pay for the cost of repairing, rebuilding or replacing.

If it is necessary to replace parts that are unavailable, we will not pay more than the estimated cost of similar parts currently available. If similar parts are unavailable, we will not pay more than the manufacturers, or suppliers latest list price.

Depreciation applied for replacement of computers

If we decide to replace a computer rather than repair it, we will apply depreciation based on the age of the computer. We will apply depreciation at the rate as specified in the schedule per annum for each year from the date of manufacture.

Limits to what we pay

The most we will pay for Computers and General Electronic Equipment is the insured amount as shown in the schedule

Excess

You must pay the amount specified in the schedule on each and every claim

11.6.1 RESTORATION OF COMPUTER DATA

This section of your policy covers the rewriting of your computer records following a breakdown of the computer which we have agreed to pay a claim under Section Three

We will pay for:

The cost of restoring data stored on Electronic Data Media lost or distorted as a direct result of breakdown to the computer for which we have accepted a claim under section three.

We will not pay for:

Loss or distortion due to defects in the media

Any consequential loss whatsoever

Restoration of data other than that required after the most recent functional back-up

The cost of restoration of data more than the number of working days as specified in the schedule before the breakdown took place

The cost of restoration of data caused by a computer virus

Any costs or expenses incurred after six months following the insured damage within the period of insurance

Any loss or damage due to wear and tear or gradual deterioration

Any amount in excess of the amount specified in the schedule

Basis of claims settlement for section Three (A) Restoration of Data

If we agree to pay a claim, we will pay the costs incurred in restoring lost or distorted data by reproduction of data to a condition equivalent to that existing prior to the loss or damage and necessary to allow the operation of the insured item to continue in the normal manner

Limits to what we pay

We will not pay more the amount specified in the schedule in any one period of Insurance

Supplementary Condition to this Section

It is a condition precedent to indemnity under this section (section 3 A) that you must have duplicate copies of update file media stored off site at alternative premises

11.7 SECTION FOUR - GLASS AND SIGNS

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of the policy covers loss of or damage to glass windows, signs and Accidental Damage to Sanitary Fixtures at your premises

We will pay for:

1. Accidental Breakage of Fixed Glass by Fracture Extending through its Entire Thickness
2. Accidental Damage to Fixed Neon and Illuminated Signs and Electric Light Fixtures
3. Accidental Damage to Fixed Sanitary Fixtures
4. Damage by impact of falling glass to
 - a) the framework and fittings of the ground floor frontage
 - b) goods on display in windows

We will not pay for:

Breakage or Damage:

Consequent upon alterations to the framework or position of any glass or to neon and illuminated signs and electric light fittings or to sanitary fixtures

Consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings

Whilst the premises are unoccupied for more than the number of consecutive days specified in the schedule

Existing prior to the commencement of this Insurance and not subsequently replaced

In respect of neon and/or illuminated signs and electric light fittings occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft

Of bulbs or tubes unless consequent upon damage to signs or fittings

For glass not fit for the purpose intended

For the amount specified in the schedule on each and every claim

Caused by artificial heat

11.7.1 ADDITIONAL BENEFITS

If we agree to pay a claim under Section FOUR Glass and Signs we will also pay for any reasonable costs necessarily incurred by you for:

1. Temporary Boarding Up

The cost of temporary shuttering, boarding up or securing your property exposed pending replacement of the glass

We will not pay for:

More than the amount specified in the schedule in any one period of Insurance

2. Replacing Signwriting or Burglar Alarm Tape

The cost of replacing any signwriting, ornamentation or burglar alarm tape, wiring, security film or sensors on the glass

We will not pay for:

More than the amount specified in the schedule in any one period of Insurance

Basis of claims settlement for Glass and Signs

If we agree to pay a claim for loss or damage to glass and signs we will pay the cost of repairing or replacing the damaged glass or sign. The value of the glass or signs will be taken as the purchase price of the glass or signs with similar manufacture and quality.

Limits to what we pay

The most we will pay in respect of loss of or damage to glass and signs is the amount specified in the schedule (excluding any additional benefits under section four) in any one period of insurance

The most we will pay for all additional benefits under section four is the amount specified in the schedule during any one period of insurance

Excess

You must pay the amount specified in the schedule on each and every claim under Section Four

11.8 SECTION FIVE – THEFT

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of your policy covers the loss of your contents and/or stock and/or Your own computer equipment from theft, attempted theft, armed hold up, or an Actual/threatened assault

We will pay for:

Loss or damage of your contents and/or stock and/or own computer equipment as shown in your schedule at your premises caused by:

1. Theft following actual forcible and violent entry to or exit from that part of the building occupied by the Insured at the premises
2. Theft following assault or violence or threat to you or your employees or any other person lawfully at the premises

We will not pay for under 1 and/or 2:

Damage which does not involve entry or exit from that part of the building occupied by the Insured for the

purpose of the Business by forcible and violent means

Damage which does not involve actual or threatened assault or violence or use of force at the Premises against the Insured or any employee of the Insured or any other person lawfully on the premises

Any part of the building not occupied by the Insured for the purpose of the Business

Any property in the open or from any outbuilding

Any property in transit

Any money and/or securities of any description

Damage whilst the property is unoccupied for more than the number of consecutive days specified in the schedule

Theft by any persons, including employees while lawfully at the premises

The amount specified in the schedule on each and every claim

If we agree to pay a claim under Section Five Theft, we will also pay for any reasonable costs necessarily incurred by you for:

1. Security Film

The cost of developing the film of any security cameras

We will not pay for:

- Any amount in excess of the amount specified in the schedule
- Any cost incurred unless requested by us

2. Temporary Boarding Up

The cost of temporary shuttering, boarding up or securing your buildings exposed pending replacement of the glass (whether or not the Buildings are insured under this policy)

We will not pay for:

More than the amount specified in the schedule in any one period of Insurance

3. Rewriting of Documents

Any reasonable labour costs necessarily incurred in reproducing or making good the damaged documents

We will not pay for:

- More than the amount specified in the schedule in any one period of Insurance
- The value of the information on or in such documents

4. Repairing Damage to the Buildings

The cost of repairing damage to the buildings (whether or not the Buildings are insured under this policy) if the insured is responsible for the repairs and the damage is not otherwise insured

We will not pay for:

More than the amount specified in the schedule in any one period of insurance

5. Personal Effects of you and any Permanent Employee(s) at your premises covered by Insured events 1 and 2 of this section

We will not pay for:

Any loss excluded by any of the Insured events 1 and 2 of this section

More than the amount specified in the schedule for any one person

More than the amount specified in the schedule in any one period of Insurance

If any person is entitled to indemnity under any other policy of Insurance

The amount specified in the schedule on each and every claim

6. Replacement Locks

The costs necessarily incurred in replacing locks or recoding to securing external doors and windows of the Buildings of the premises insured consequent upon theft of keys from such premises or residence of an authorized keyholder

We will not pay for:

More than the amount specified in the schedule in any one period of Insurance

7. CCTV and Alarm System Equipment

The costs necessarily incurred in repair or replacement to any closed circuit television and alarm system equipment externally fixed to the premises the property of the insured or which they are responsible

We will not pay for:

More than the amount specified in the schedule in any one period of insurance

Basis of claims settlement for Section Five, Theft

What we pay for contents following theft

If we agree to pay a claim for theft we will pay at our option, for loss of or damage to contents the costs incurred to repair or replace your contents so that it is returned as far as is possible to its condition and extent when new.

What we pay for stock following theft

If we agree to pay a claim for theft we will pay for loss of or damage to your stock. We will pay the costs necessary to repair or replace the stock lost to a condition substantially the same, but not better or more extensive than its condition at the time the loss occurred. We shall take into account depreciation, wear, tear, deterioration and whether the stock is obsolete.

What we pay for own computer equipment following theft

If we agree to pay a claim for theft we will pay at our option, for loss of or damage to your own computer equipment the costs incurred to repair or replace your own computer equipment so that it is returned as far as is possible to its condition and extent when new

What we pay for Rewriting of Documents

If we agree to pay a claim for theft we will pay:

The value of the materials as stationary

For the clerical labour and computer time expended in reproducing such computer records or writing up such documents

The costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

Limits to what we pay

The most we will pay for contents is the amount shown in the schedule

The most we will pay for stock is the amount shown in the schedule

The most we will pay for own computer equipment is the amount shown in the schedule

Excess

You must pay the amount specified in the schedule on each and every claim under Section Five, Theft

Underinsurance

In the event of a claim if the Insured amount is less than the percentage specified in the schedule of the value of the contents and/or Stock and/or computer equipment we will only pay for a proportion of your claim based upon the following formula:

CLAIM AMOUNT (MULTIPLIED BY) THE SUM INSURED DIVIDED BY 85% OF VALUE OF THE BUILDING AND/OR CONTENTS AT THE TIME OF LOSS OR DAMAGE

11.9 SECTION SIX – MONEY

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of your policy covers the loss of or damage to your Business money as a direct result of theft, armed hold up, or fire.

We will pay for:

1. Up to the amount specified in the schedule for Loss of or damage to Money in the Buildings of the Premises during business hours

2. Up to the amount specified in the schedule for Loss of or damage to Money in Transit in your custody or in the custody of persons authorized by you while it is:
 - a) in transit to or from the premises
 - b) in a night safe until removed by a bank employee, or
 - c) withdrawn for wages and salaries, but before it has been paid to employees
3. Up to the amount specified in the schedule for Loss of or damage to Money in the Buildings of the Premises, which is in a locked safe or strongroom outside business hours
4. Up to the amount specified in the schedule for Loss of or damage to Money in a Private Residence whilst it is in your private residence or of a person authorized by you

We will not pay for:

Any amount in excess of the limit shown in the schedule in any one period of Insurance

Loss of or damage to Money which is not kept in a locked safe or strongroom in the Buildings of the Premises outside business hours

Wages and Salaries on the day after they have been withdrawn from the bank

Loss from a safe or strongroom opened by a key or by use of a combination, either of which had been left on the premises outside business hours

Loss from any unattended vehicle

Loss of or damage to Money carried by Professional Money Carriers, Professional Carriers, Common Carriers

Loss or damage to Money caused by your fraud or dishonesty or that of any employee, family member, director or partner

Wages and Salaries once they have been paid to employees

Loss due to the use of counterfeit Money

Loss not discovered within the number of working days as specified in the schedule of the occurrence

Loss of interest or consequential loss of any kind

The amount specified in the schedule on each and every claim

Any loss or theft not reported to the Police within the number of hours as specified in the schedule of discovery

Theft which does not involve forcible and or violent entry or exit from the Buildings unless due to armed hold up

More than the amount specified in the schedule in any one period of Insurance

Basis of claims settlement for Section Six, Money

If we agree to pay a claim for loss of or damage to money we will pay the amount of money lost or damaged. The most we will pay is the amount specified in the schedule in any one period of Insurance.

The average of up to twelve (12) months previous deposits/withdrawals will be taken into account in the event of a claim under this section.

Excess

You must pay the amount specified in the schedule on each and every claim

11.10 SECTION SEVEN - SPECIFIED AND UNSPECIFIED ITEMS

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of your policy covers Specified and/or Unspecified items that you usually carry around with you in the course of your business anywhere within the European Union. Specified items are those items which are listed in the schedule. Unspecified items are portable or valuable items that you usually carry around with you for use in the course of your business including but not limited to tools of trade and office equipment and limited to the amount as specified in the schedule for any one item.

Mobile phones, laptop computers, palm held computers and video cameras and any item with a value of more than 500.00 must always be specified.

We will pay for:

Loss of or damage to any Specified Item or Unspecified Item

We will not pay for:

Any item(s) used solely for Social and Domestic Use

Money, Jewellery, Gold, Silver, Gold and Silver-plated articles, Furs, Antiques, Paintings or Works of Art, Spectacles, contact, corneal or micro corneal lenses, firearms and weapons of any description

Theft from an unattended motor vehicle

Any loss or theft not reported to the Police within 24 hours of discovery

The amount specified in the schedule on each and every claim

Any claims where the loss or damage occurred outside the European Union

Scratching, Denting, Chipping or any other aesthetic defects that does not affect the operation or function of the Specified Item or Unspecified Item

Loss of or damage to a Mobile Phone, Laptop Computer, Palm Held Computer or Video Camera unless it is a specified item

Loss of or damage to a tool of trade while it is being used

Loss or damage discovered more than 30 days after the occurrence of such loss or damage

Any amount in excess of the amount specified in the schedule for Unspecified Items

Basis of claims settlement for Section Seven Specified and Unspecified Items

If we agree to pay a claim we will pay the cost of repair or replacement of the specified

or unspecified item to a condition substantially the same as, but not better or more extensive than its condition or specification when new.

Where a specified or unspecified item forms part of a set, we will only pay for the repair or replacement of the item that is lost or damaged. We will not pay to replace an entire set.

Limits to what we pay for Unspecified Items

The most we will pay for any one unspecified item is the amount specified in the schedule. The most we will pay for all claims for loss of or damage to unspecified items during the period of insurance is the insured amount shown in the schedule

Limits to what we pay for Specified Items

The most we will pay for a specified item is the insured amount shown in the schedule

Excess

You must pay the amount specified in the schedule on each and every claim

11.11 SECTION EIGHT - BUSINESS INTERRUPTION

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE. YOU HAVE A CHOICE OF RENT OR ALTERNATIVE ACCOMMODATION AND/OR EMPLOYEE(S) SALARIES

This section of the policy provides cover if the Business at the Premises is interrupted as a result of damage by any of the perils insured to the property for which we have accepted a claim under Section One Buildings and/or Section Two Contents (unless specifically excluded). You have a choice in this section to select cover for Rent or Alternative Accommodation and/or Employee(s) Salaries in the event that any Registered Core Employee(s) is/are unable to perform their duties in whole until the Business can re-commence trading.

Special Meaning of Words for this Section:

Indemnity Period

The period during which the business is affected by the damage from the date of the damage until up to six months later or the premises are repaired/replaced to an adequate level to continue trading, whichever is the lesser

We will pay for:

1. The cost of Rent or Alternative Accommodation as a result of damage to your property caused by insured events 1 - 10 under section one or section two of this policy (unless specifically excluded).

We will not pay for under item (1)

- a) Any claim unless the period of interruption has been in excess of three continuous days
- b) The amount specified in the schedule on each and every claim
- c) Any period in excess of the Indemnity Period
- d) More than the amount specified in the schedule in any one period of Insurance

We will pay for:

2. The net salary cost of registered core employees as named in the schedule who are unable to perform their duties in whole as a result of damage to your property caused by insured events 1 - 10 under section one or section two of this policy (unless specifically excluded).

We will not pay for under item (2)

- a) The amount specified in the schedule on each and every claim for each employee
- b) Any employee(s) salary that is sub-contracted to you
- c) Any period in excess of the Indemnity Period
- d) More than the amount specified in the schedule in any one period of Insurance

If we agree to pay a claim under Section Eight, Business Interruption Rent or Alternative Accommodation we will also pay for any reasonable costs of:

We will pay for:

3. Interruption due to damage to the premises of an electricity, gas, water supplier or land based telecommunication installation. Damage caused by an Insured event which would be covered under the Property Section of this policy but which is Insured under another policy and for which the Insurers have admitted liability, to:
 - a) An electricity power station or sub-station or
 - b) A gas works or
 - c) A water or sewerage works or
 - d) A land based telecommunications installation Which supplies your Business

We will not pay for under item (3)

- a) The first 48 hours of any such interference or interruption which occurs after the loss or damage to the property by the electricity, gas, water or telecommunications supplier
- b) The amount specified in the schedule on each and every claim
- c) Any period in excess of the Indemnity Period
- d) Any amount in excess of the amount specified in the schedule in any one period of Insurance

We will pay for:

4. Interruption due to Infectious Disease, Vermin or Pests or Defective Sanitary Arrangements, Food or Drink Poisoning, Murder or Suicide – the evacuation or closure of all or part of your premises by any legal authority as a result of:

The outbreak of a human infectious or contagious disease at the premises or within a 20-kilometer radius;

Vermin or pests or defects in the drains or other sanitary arrangements at the premises

Poisoning of customers directly caused by the consumption of food or drink provided on the premises

Murder or suicide occurring in or at the premises

We will not pay for under item (4)

- a) Any amount in excess of the amount specified in the schedule in any one period of Insurance
- b) The amount specified in the schedule on of each and every claim
- c) Any period in excess of the Indemnity Period

We will pay for:

5. Accountants Fees – the reasonable professional fees including those of an auditor or accountant incurred with our consent to produce or certify a claim under this section

We will not pay for under item (5)

More than the amount specified in the schedule in any one period of Insurance

Any cost incurred unless requested by us

Basis of claims settlement for Section Eight, Business Interruption

Savings to the Business

We will reduce the amount paid by the amount saved during the indemnity period for expenses of the business that cease or are reduced as a consequence of the loss or damage

Alternative Trading

We will take into account, any other trading that you carry out or which is carried out on your behalf, or for your benefit at any other premises

Limits to what we Pay

For Rent and Alternative Accommodation the aggregate limit of liability in any one period of Insurance as specified in the schedule

For Employee(s) salaries the aggregate limit of liability in any one period of Insurance as specified in the schedule

Where both Rent and Alternative Accommodation and Employee(s) salaries are operative the aggregate limit of liability in any one period of Insurance as specified in the schedule

For Interruption due to damage to the premises of an electricity, gas, water supplier or land based telecommunication installation the aggregate limit of liability in any one period of Insurance as specified in the schedule

For Interruption due to Infectious Disease, Vermin, Pests, Defective Sanitary Arrangements, Food or Drink Poisoning, Murder or Suicide – the evacuation or closure of all or part of your premises by any legal authority as a result of the outbreak of a human infectious or contagious disease at the premises or within a 20 KM radius the aggregate limit of liability in any one period of Insurance as specified in the schedule

The most we will pay for Accountants Fees as specified in the schedule in any one period of Insurance

How a claim affects your Insured Amount

If we agree to pay a claim under this section, and you pay us any additional premium we require, then we shall reinstate the Insured amount to the same amount as specified in the schedule at the time of the loss or damage, unless you request otherwise

11.12 SECTION NINE - FIDELITY INSURANCE

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of the policy covers the theft of your property or money and/or fraudulent use of computer hardware or software programs or computer systems by employee dishonesty either acting alone or in collusion with any others.

We will pay for:

1. Direct Loss of Property or Money belonging to you or for which you are legally responsible caused by any act of Theft as a direct result of employee dishonesty if:

- a) You are able to identify which employee(s) is responsible
- b) The employee dishonesty happens during the Period of Insurance
- c) The employee dishonesty is discovered within 12 months of occurrence

We will not pay for:

Any act of employee dishonesty committed by a person whom you knew to be dishonest

Loss of interest or consequential loss of any kind

Any loss not reported to the Police immediately upon discovery

Any loss whereby the Minimum Standards of Control Condition was not adhered to

Any loss resulting directly or indirectly from trading in securities or derivatives whether in your name and whether in a genuine or fictitious account

Any loss caused by an employee(s) that occurs after:

You became aware of an act of employee dishonesty by that employee(s)

The amount specified in the schedule on each and every claim

Any claim in excess of the amount specified in the schedule in any one period of insurance

If we agree to pay a claim under Section Nine Fidelity Insurance we will also pay for the additional benefit of:

We will pay for:

1. Accountants Costs for fees payable by you to external auditors if they are reasonably and necessarily incurred to substantiate the claim
2. The reasonable costs of rewriting or amending the software programs or systems where such rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems by employee dishonesty

We will not pay for:

More than the amount specified in the schedule in any one period of Insurance

Fees incurred without our written consent

We will not pay for:

More than the amount specified in the schedule in any one period of Insurance

Minimum Standards of Control Condition for Section nine fidelity Insurance**Auditors**

The accounts of the Insured including all subsidiary companies shall be examined by external auditors every twelve months

Cash Receipts

Employees receiving cash and cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt or the next banking day

Reconciliation

Independently of Employees responsible bank statements receipts counterfoils and supporting documents are checked at least monthly against cashbook entries and the balance tested with cash and unrepresented cheques

Cheque Signing

- a) All manually prepared cheques or other bank instruments drawn for more than the amount specified in the schedule shall require two manually applied signatures to be added after the amount has been inserted. No cheque or instrument shall be signed until one signatory has examined the supporting documentation
- b) In the case of computer or machine prepared cheques or other bank instruments the supporting documentation shall be

examined and authorized before the requisition for the cheque or instrument is input. All such cheques or instruments drawn for an amount in excess of the amount specified in the schedule shall require one manually applied signature added after the cheque or instrument is prepared

The Insured's bankers shall be advised of the above requirement as to signatures

Cash and Petty Cash

Cash in hand and petty cash shall be checked independently of Employees responsible at least monthly and additionally without warning every six months

Payroll

In respect of Employees not paid by crossed cheque or credit transfer the cash of the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct. At least quarterly and independently of persons responsible the payroll will be checked to minimize the possibility that fictitious names and enhanced payments have been included

Stocktaking

There will be a physical check on all stock and materials held against verified stock records independent of Employees responsible at intervals of not more than six months

Statements of Account

Statements of account for all amounts due will be issued at least monthly and direct to Customers independently of Employees receiving or collecting monies

Action by Management shall be taken if an account becomes three months overdue

References Condition

The Insured shall obtain satisfactory references to confirm the honesty of each Employee who will be responsible for money goods accounts computer operations or computer programming engaged after commencement of this policy

Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the Employee is entrusted without supervision

References need not be obtained in respect of Employees who have satisfactorily and continuously served the Insured for at least one year in another capacity before being entrusted with the duties referred to above

In respect of Employees joining directly from school one character reference shall be obtained

Basis of Claims Settlement for Section Nine, Fidelity Insurance

If we agree to pay a claim under item 1 of this section, we will pay the sum of money lost or The reasonable cost necessarily incurred with our consent to replace your contents

If we agree to pay a claim under item 2 of this section we will pay the reasonable costs of rewriting or amending the software programs or systems where such rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems

Limits to what we Pay

The most we will pay for any act or series of related acts of Employee Dishonesty is the insured amount shown in the schedule at the time the act was first committed.

The most we will pay for all claims for Employee Dishonesty during the period of insurance is the insured amount shown in the schedule

Excess

You must pay the amount specified in the schedule on each and every claim

11.13 SECTION TEN – GOODS IN TRANSIT

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of the policy covers loss of or damage to goods belonging to you or for which you are legally responsible whilst in the normal course of transit by road vehicle owned or operated by you caused by the following Insured Events.

We will cover you up to the limits specified in the schedule

We will pay for:

Loss of or damage to the goods during transit, directly caused by any of the following Insured events:

1. Fire
2. Explosion
3. Lightning
4. Collision, overturning or jackknifing of the conveying vehicle
5. Theft resulting from forcible and violent entry evidenced by visible damage to the securely locked portion of a vehicle containing your good

We will not pay for:

Delay, loss of market, consequential loss of any kind, depreciation or deterioration

Loss or damage caused by dismantling, erection, commissioning, testing or storage other than in the ordinary course of transit

Money, jewellery, watches, furs, antiques, paintings, works of art, precious metals or precious stones or articles composed of any of them

Explosives, petroleum products in bulk or gas in bulk or other dangerous goods

Loss or damage from a soft top, open top, open sided or curtain sided

Loss or damage from a vehicle or trailer caused by theft or attempted theft

Cigarettes, tobacco, wines, spirits or other alcoholic beverages

Collision or contact by the conveying vehicle with the curb or uneven road surface

Livestock

Theft by or in collusion with any of your Employees

Electrical or mechanical derangement unless damage is visible to the exterior of the machine

Any amount in excess of the Sum Insured as stated in the schedule

The amount specified in the schedule on any claim

Basis of Claims Settlement for Section TEN, Goods in Transit

If we agree to pay a claim under section ten, Goods In Transit we will pay, at our option for goods up to five years old:

the cost of repairing or replacing the goods to a condition equal to but no better or more extensive than when new, or

in the case of purchase or sale, the purchase or sale price plus the cost of packing and transport or

in the case of movement of goods (inwards or outwards), stock transfers, and movement of goods other than for the reason of purchase or sale, we will pay the cost of repairing or the cost of replacing, or if replacement necessary and is not available the cost as near as is possible to the same make, model and specifications as is available

If we agree to pay a claim under section ten, Goods In Transit we will pay, at our option for goods more than five years old:

the cost of repairing or replacing the goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage or

in the case of movement of goods (inwards or outwards), stock transfers, and movement of goods other than for the reason of purchase or sale, we will pay the greater of the written down book value in your books of account or the current market value whichever is the lesser

Limits to what we Pay

The most we will pay for insured goods in any one transit is the insured amount as shown in the schedule

Excess

You must pay the amount specified in the schedule on each and every claim

Supplementary Condition to this Section

The insured shall exercise due care in the selection and supervision of employees, take all reasonable precautions for the safeguarding and protection of the goods and maintain in good order all vehicle operated and all locking and other protective devices.

11.14 SECTION ELEVEN (A) PUBLIC LIABILITY (B) PRODUCTS LIABILITY

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of the policy covers you for your legal liability for personal injury to another person (other than employees) or damage to property owned or controlled by someone else, which happens during the period of insurance and which is caused by an occurrence in connection with the business.

You have a choice in this section. If you select Public Liability (11A) you can then choose Products Liability (11B) which provides cover for your legal liability for personal injury or damage to property caused by your products. If you select Products Liability this will be shown in the schedule

Legal Liability means that a court finds, or we accept, that you are legally responsible to pay damages and additional costs.

We will pay for:

1. Public Liability

We will pay to you or on your behalf all sums you become legally liable to pay by way of compensation in respect of personal injury or property damage happening during the period of Insurance and caused by an occurrence in connection with your business

2. Defence of Claims

- a) We will defend in your name and on your behalf any claim or legal action against you seeking damages on account of personal injury or property damage, even if the action is groundless, false or fraudulent. We will investigate, negotiate and settle any claim or legal action as we see fit
- b) Pay all expenses incurred by us, all costs taxed against you in any suit and all interest accruing after entry of judgment until we have paid tendered or deposited in court such part of the judgment and does not exceed the limit of our liability
- c) Reimburse you for all reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with our written consent

We will not pay for:

1. Defective Work

The cost of performing, completing, correcting or improving any defective work

2. Professional Duty

Professional Duty either indirectly or directly due to a breach of a duty owed in a professional capacity (for example the provision of professional advice or services) including any treatment prescribed or administered by you

3. Property In Custody or Control

Property damage to:

- a) property owned by or leased or rented to you or
- b) property in your physical or legal control
 - But this exclusion does not apply to liability for property damage to
- c) premises (including landlords fixtures and fittings) which are leased or rented to you
- d) premises (or their contents) not owned, leased or rented by you but temporarily occupied by you for work therein

- e) vehicles (not belonging to or used by you or on your behalf) in your physical or legal control where the property damage occurs while the vehicles are in a car park owned or operated by you, unless you own or operate the car park for reward
- f) the property of an employee of yours or one of your subsidiary companies
- g) property (excluding any vehicle which is registered or which is required under any legislation to be registered) in your physical or legal control for the purpose of repair, service, maintenance or alteration or which is on temporary hire or loan to you subject to a maximum indemnity for any one occurrence of the amount specified in the schedule

4. Employers Liability

Personal injury to any employee arising directly or indirectly out of or in the course of their employment in your business

5. Libel and Slander

Libel and slander either directly or indirectly due to the publication or statement of a libel or slander or defamation of character which is:

- a) made prior to the commencement of the period of insurance or
- b) made at your direction in the knowledge that it was false or
- c) related to advertising, broadcasting or telecasting activities, or publication of newspapers, journals, books or periodicals, conducted by or on your behalf

6. Vehicles

Personal injury or property damage arising out of the ownership, possession, operation, maintenance or use by you of any vehicle:

- a) which is registered or which is required under any legislation to be registered or
- b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

Exclusion 6(a) and 6(b) do not apply to:

Personal injury where:

- (i) that compulsory liability insurance or statutory indemnity does not provide indemnity and
- (ii) the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by you of legislation relating to vehicles
- (iii) property damage arising out of and during the loading or unloading of goods to or from any vehicle
- (iv) property damage caused by or arising from the operation or use of any vehicle which is designed primarily for lifting, lowering, loading, unloading, digging or drilling whilst being operated or used by you or on your behalf within the confines of your premises
- (v) property damage caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle (excluding whilst the vehicle is traveling, transporting or carrying goods) at any work site

7. Pollution

- a) personal injury or property damage caused by or arising out of the discharge, dispersal, release or escape of contaminants or pollutants into or upon land, the atmosphere, or any water course or body of water
- b) any costs or expenses incurred in preventing removing or cleaning up such contaminants or pollutants

8. Asbestos

Personal injury or property damage (including loss of use of property) directly or indirectly caused by or arising from:

- a) the mining, processing, transportation, distribution and/or storage of asbestos
- b) the manufacture of asbestos products or processing of materials containing asbestos

- c) any process of decontamination, treatment, removal or control of asbestos. This exclusion 8(c) applies only to those claims arising in consequence of inhalation of asbestos fibre or damage to or loss of use of property due to the presence of asbestos

9. Assault and Battery

Personal injury or property damage caused by or arising from assault and battery committed by you or at your direction unless reasonably necessary for the protection of persons or property

10. Child Molestation

Any costs whatsoever caused by or arising from the molestation of, the interference with, the mental abuse of or the physical abuse of minors or any mentally disabled person by:

- a) you or
- b) any employee or
- c) any person performing any voluntary work or service for you or on your behalf

In addition we shall have no duty to defend any action, suit or proceedings brought against you either directly or indirectly seeking damages in respect of such molestation, interference, mental abuse or physical abuse

11. Territorial Limits

- a) Claims made and actions instituted within the United States of America or Canada or any other territory coming within the jurisdiction of the courts of the United States of America or Canada
- b) Claims and actions to which the laws of the United States of America or Canada apply

12. Faulty Workmanship

Property damage to that part of any property upon which you are or have been working where the property damage arises from your work or the cost of performing, correcting or improving any work undertaken by you

13. Fines or Penalties

- a) fines or penalties
- b) compensation ordered or awarded by a Court of Criminal Jurisdiction
- c) aggravated exemplary or punitive damages awarded by any court outside the Republic of Cyprus

14. Failure of a System

No legal liability of whatsoever nature is caused directly or indirectly by or arises out of the Failure of a System. Definitions for the purpose of this exclusion:

- a) Failure of a system means the failure or inability of a system (whether or not owned by the insured)
 - (i) Correctly to recognize or utilize any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar data as the data is intended to represent
 - (ii) To operate as a result of any command programmed into the system utilizing any date (whether a date in the year 2000 or any other date)
- b) System includes computers other computing and electronic and mechanical

Equipment linked to a computer hardware software programs data electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation
- c) Microchip includes integrated circuits and microcontrollers

15. Inefficiency of Computers, Computer Software and Computer Consulting

- a) property damage to computer data, or any consequential loss resulting from such property damage, resulting from your use of any computer hardware and/or software
- b) any claims based upon or arising from any act, error, or omission in the provision of computer services by you or on your behalf

16. Treatment or Dispensing

- a) the treatment of humans or animals for any physical or mental deficiency, injury, illness or disease, or
- b) the dispensing of drugs, medicines, pharmaceuticals, supplies or artificial aids

17. Excess

The amount specified in the schedule on any claim

18. Limit

The aggregate limit of liability in respect of Public Liability shall not exceed the amount specified in the schedule in any one period of insurance

In addition to the above Public Liability exclusions (1 – 17 inclusive) if Products Liability is shown as operative in the schedule exclusions 1 – 17 inclusive apply in addition to the following;

We will also not pay for:

19. Product Defect

- a) the failure of products or work performed by you or on your behalf to meet the level of performance, quality, fitness or durability warranted or represented by you
- b) property damage to your products if the damage is attributed to any defect in them or to their harmful nature or unsuitability

20. Loss of Use

Loss of use of tangible property which has not been physically injured, or lost or destroyed resulting from:

- a) a delay in or lack of performance by you or on your behalf of any agreement
- b) the failure of your products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by you. This exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to, loss or destruction of your products after they have been put to use by any person or organization other than by you or any of your employees

21. Product Recall

Claims arising out of or resulting from the withdrawal, inspection, repair, replacement or loss or use of your products or of any property of which they form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency in them

22. Aircraft, Aircraft Products and Watercraft

Claims arising out of

- a) the ownership, maintenance, operation or use by you of:
 - (i) any aircraft or
 - (ii) any watercraft exceeding 8 metres in length
- b) your products that are aircraft component parts used for maintaining an aircraft in flight or moving upon the ground or used in the construction of an aircraft hull or machinery

23. Contractual Liability

Any obligation assumed by you under any agreement except to the extent that:

- a) the liability would have been implied by law
- b) the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges you to effect insurance or provide indemnity in respect of the subject matter of that contract
- c) the liability is assumed by you under a warranty of fitness or quality as regards to your products

24. Exports to the USA or Canada

Claims in respect of personal injury and/or property damage caused by or arising out of your products knowingly exported by you or your agents or servants to the United States of America or Canada

25. Defect in Design

Any defective design or error in specification or formula in any of your products

26. Public Liability

Any claim covered under Public Liability

27. Limit

The aggregate limit of liability in respect of Products Liability shall not exceed the amount specified in the schedule in any one period of insurance

11.15 SECTION TWELVE – EMPLOYERS LIABILITY

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of the policy covers you if any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you, within or while working temporarily outside the Republic Of Cyprus, we will indemnify you against the sums you have to pay as compensation

Special Meaning of Words for this Section:

Bodily Injury

Death or any bodily injury or disease

Defence Costs

Costs incurred with our prior written agreement to investigate, settle or defend a claim against you

Employee

Any person working for you in connection with your business who is:

Employed by you under a contract of service or

Apprenticeship

Self-employed and working on a labour only basis under your control and supervision

Engaged by labour only sub contractors

Engaged under a work experience or training scheme

Supplementary Conditions by you for this section

We will not make any payment under this section:

1. Unless you notify us promptly of any claim or threatened claim against you
2. If, when dealing with your employee or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement

Supplementary Condition for this section

Control of Defence

We have the right, but not the obligation, to take control of and conduct in your name, the investigation, settlement or defence of any claim. If we believe it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your own solicitor but on a similar fee basis as our solicitor and only for work done with our prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory Insurance

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the Republic Of Cyprus. You must repay all payments we make which we would not have been liable to pay in the absence of such law

We will pay for:

Claims against you:

If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within, or while working temporarily outside the Republic of Cyprus we will indemnify you against the sums you have to pay as compensation.

The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section

We will not pay for:

Any claim or threatened claim against you unless you notify us promptly

Any claim where you admit to your employee or a third party, that you are liable for what happened or make any offer, deal or payment, unless you have our prior written agreement

Any claim of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

Any claim or loss directly or indirectly due to:

Deliberate or Reckless Acts

Any act, breach or omission you deliberately or recklessly commit, condone or ignore

Offshore

Any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.

Road Traffic

Any bodily injury to any employee while being carried in or upon, or entering or getting into, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from another source.

Claims outside the Republic of Cyprus

Any claim brought against you in any court, or legal proceedings in any country outside the Republic of Cyprus.

This also applies to proceedings in any court within the Republic of Cyprus to enforce, or which are based on, a judgment or award from outside the Republic of Cyprus.

Limits to what we pay

The amount specified in the schedule for each employee

The amount specified in the schedule for each event

The amount specified in the schedule for the total period of insurance

11.16 SECTION THIRTEEN – PERSONAL ACCIDENT

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of the policy provides Personal Accident cover for named persons as shown in the schedule.

Special Meaning of Words for this Section:**Accidental Bodily Injury**

An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the operative time and which results in the Insured person's death or disablement within 24 calendar months of the date of the accident

Aircraft Accumulation Limit

The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of all insured persons in the same aircraft

Annual Salary

The total gross basic annual salary, excluding payments for overtime, commission or bonus, payable by you to the insured person at the date they sustain accidental bodily injury

Inception

Start date of the period of insurance as shown in the schedule

Insured Person

A person shown in the schedule

Loss of Sight

Permanent and total loss of sight in an eye

Loss of Hearing

Permanent and total loss of hearing

Loss of Limb

Loss by physical separation of an arm, hand, or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg

Loss of Speech

Permanent and total loss of speech

Medical Expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section

Operative Time

The time during the period of insurance when the insured person is covered under this section as shown in the schedule

Permanent Total Disablement

Disablement which totally prevents the insured person from working in their usual occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement

Temporary Partial Disablement

Disablement which prevents the insured person from carrying out a substantial part of their usual occupation

Temporary Total Disablement

Disablement which totally prevents the insured person carrying out all parts of their usual occupation

We will pay for:

We will pay you the appropriate benefit shown in the schedule, but we will not pay more than one of the benefits in respect of the same accident. However, we will pay for temporary disablement prior to making any payment under the death or permanent disablement benefits if:

1. The insured person suffers accidental bodily injury
2. The insured person incurs medical expenses in connection with the accidental bodily injury
3. Medical Expenses up to the amount shown in the schedule

For temporary disablement benefits we will pay:

1. When the total amount on termination of any one period of disablement has been agreed, or
2. At your request on completion of at least four weeks' disablement subject to satisfactory medical and other evidence that we may require

We will not pay for:

Permanent total disablement until the disablement has lasted for 12 consecutive calendar months and at the end of that time is without prospect of improvement

Temporary disablement benefits for more than a total of 104 weeks in connection with one injury

We will not pay for:

Any injury sustained while taking part in

1. The following winter sports: skiing, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition
2. The following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the insured person:
 - a) Holds a "Sports Diver" official certificate or the Professional Association of Diving Instructors "Open Water" certificate and follows the relevant Club or Association rules and guidelines at all times; or
 - b) Dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times
3. Potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the insured person would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury
4. Armed forces activities including operations, exercises or training
5. Flying as a pilot or any other aerial activities other than travel by air as a passenger
6. The insured person taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly)
7. The insured person committing suicide or deliberately injuring himself or herself or putting himself or herself in unnecessary danger (unless trying to save a human life)
8. Any criminal act by the insured person
9. Any injury directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Syndrome), AIDS – related complex (ARC) or any related virus or illness, or any sexually-transmitted disease

10. Any illness resulting from pregnancy or any condition connected with pregnancy or childbirth
11. For temporary disablement benefits for more than a total of 104 weeks in connection with one injury
12. Any injury directly or indirectly caused by war or nuclear risks
13. In respect of Item 5 of the benefits when the period of disablement is less than seven days

Supplementary Conditions for this Section

1. We will not make any payment under this section unless the insured person sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.
2. If we consider it necessary, the insured person must allow a medical adviser chosen by us to examine them and see all medical records.
3. You must notify us as soon as possible of any accident which causes or may cause a claim to be made under this insurance. If disablement results or may result, the insured person must place themselves as early as possible under the care of a suitably qualified medical practitioner.

Basis of Claims Settlement for Section Twelve, Personal Accident

If we agree to pay a claim under this section we will pay the appropriate benefit shown in the schedule, but we will not pay more than one of the benefits in respect of the same accident. However, we will pay for temporary disablement prior to making any payment under the death or permanent disablement benefits.

For permanent total disablement we will pay only when the disablement has lasted for 12 calendar months and at the end of that time is without prospect of improvement.

THE FOLLOWING CONDITIONS ARE ONLY APPLICABLE IF REFERRED TO IN THE SCHEDULE OR ARE SUBSEQUENTLY ENDORSED TO YOUR POLICY

1. Alarm Clause

It is a condition precedent to the liability of Insurers that:

- a) The burglar alarm system shall have been put into full and effective operation whenever the premises specified in the schedule are left unattended
- b) The burglar alarm system shall be maintained in good order throughout the period of Insurance under a maintenance contract with a company, which is declared in the proposal form

2. Physical Security Clause

It is a condition precedent to the liability of Insurers that:

- a) All external doors have fitted security locks
The definition of security locks is as follows:
 - (i) a mortice deadlock with at least 5 levers or
 - (ii) a lock conforming to European Standard (EN12209) or a higher specification
- b) All other exit doors – by these, we mean all other single exit doors that can be used to leave the premises (e.g. back or side doors). These doors must be locked from the inside before leaving the premises via the final exit door. They must be fitted with either:
 - (i) key operated security bolts at the top and bottom or
 - (ii) a mortice deadlock with at least 5 levers or
 - (iii) a lock conforming to European Standard (EN12209) or a higher specification
- c) Any French Doors must be fitted with key operated security bolts at the top and bottom

- d) Any Sliding Patio Doors must be have an anti-lift device to prevent the doors being lifted off their running track when closed and either:
- (i) two key operated patio door locks on the inside of the doors at the top and bottom of the frame or
 - (ii) a key operated multiple point locking system with at least two locking points
- e) Windows must be fitted with at least one key operated metal lock

3. No Smoking

It is a condition precedent to the liability of Insurers that no smoking be allowed in the working areas and that notices to this effect are clearly displayed at the premises

4. Removal of Waste

It is a condition precedent to the liability of Insurers that all shavings and refuse be removed from the premises daily and that oily wastes be kept in a metal receptacle and removed from the premises daily

5. Use of Pallets

It is a condition precedent to the liability of Insurers that during the period of insurance all stocks of raw materials and finished goods are stored on pallets at least 15 centimeters off the floor

6. Earthquake Clause

It is hereby agreed that this policy does not provide any loss or damage whatsoever in respect of Earthquake

7. Fire Extinguishers Appliances Clause

It is a condition precedent to the liability of Insurers that the Insured shall install at the premises in prominent positions fire extinguisher appliances and shall always maintain such appliances in efficient working order

8. Automatic Sprinkler and Fire Alarm Installations

- a) It is a condition precedent to the liability of Insurers that in respect of automatic sprinkler and fire alarm installations at the premises the insured shall:
- (i) take all reasonable steps to prevent freezing of and other damage to the installations and in so far as it is the Insureds responsibility
 - maintain the installations (including the automatic external alarm signal) in efficient and effective working order
 - maintain ready access to the water supply control facilities
 - (ii) in the event that changes repairs or alterations to the installations are proposed notify us in writing and obtain our prior agreement in writing
 - (iii) allow the company access to the premises at all reasonable times for the purpose of inspecting the installations
 - (iv) carry out routine tests as agreed by us and remedy promptly any defect revealed by a test
- b) In the event that alterations or repairs become necessary to the automatic sprinkler installation the company may at its option suspend any cover which is granted against damage by the accidental escape of water from the installation until the alteration or repairs have been carried out and approved by the company

9. Use of Heat

You must ensure that under the Legal and Products Liability Section of this policy precautions are taken each time any:

- a) electric, oxy-acetylene or similar welding or cutting equipment
- b) cutting or grinding equipment using abrasive disks or wheels
- c) blow lamp, blow torch, hot air gun or hot air stripper
- d) asphalt, bitumen, tar or pitch heater is used away from premises which you own, hire or rent

Before starting work

- a) Where you and any other person(s) for whom you are responsible are working at a site, a person responsible for fire safety must be appointed to ensure the following precautions are taken.
- b) Fire safety checks to identify material that might be liable to catch fire must be carried out before work commences including the areas;
 - (i) under floors or decks or above ceilings (including false or suspended ceilings)
 - (ii) behind walls, screens, bulkheads or partitions and such checks must be repeated regularly during the work and immediate steps taken to extinguish smouldering or flames detected.
- c) Combustible materials within 10 metres of the point of application of heat, including, if there is a risk of ignition directly or by conduction, materials;
 - (i) under floors or decks or above ceilings (including false or suspended ceilings)
 - (ii) behind walls, screens, bulkheads or partitions must be;
 - (iii) removed or, if impracticable;
 - (iv) covered and protected by overlapping sheets or screens of non-combustible material
- d) All gaps or holes through which sparks or flames could pass must be covered by non-combustible material.

While work is in progress

- a) A sufficient number of portable fire extinguishers in full working order and suitable for dealing with the type of fire risk expected must be kept available at the point of application of heat and used immediately smoke, smouldering or flames are detected.

b) Heat equipment

- (i) must not be;
 - lit until immediately before use
 - left unattended while lit, switched on or hot
- (ii) must be extinguished immediately after use

c) Cylinders

- (i) must not be changed while the equipment is hot
- (ii) in use must be kept at least 3 metres from the burner

d) Paraffin or petrol powered equipment

- (i) must be filled/refilled in the open
- (ii) must not be filled/refilled while hot

e) Asphalt, bitumen, tar or pitch

- (i) must only be heated in the open and
- (ii) in a container designed for that purpose, placed on a non-combustible surface at ground level

After finishing work

- a) Hot waste materials and welding rods must be removed and safely disposed of.
- b) A final fire safety check must be carried out between 30 and 60 minutes after work has finished and immediate steps taken to extinguish smouldering or flames detected.

10. Underground Services

You must ensure under the Public and Products Liability Section of this policy that in connection with Damage to underground pipes, cables or other services You will maintain in force a system of work for controlling the risks associated with digging, excavating, boring or similar work and before starting such work You will have;

- a) taken (or caused to be taken) all reasonable steps, including contacting the appropriate authorities, to find out whether any pipes, cables or other services, which could be at risk, are under the site
- b) kept a written record of the steps taken
- c) informed whoever is carrying out the digging, excavating or boring of the location of any pipes, cables or other services.
- d) confirm with the owner the existence of any underground pipes or services

11. Builders – New Private Dwelling Houses

We will only indemnify The Insured under the Employers Liability and Public and Products Liability Sections of this policy in respect of contracts, undertaken by You or on Your behalf, for the erection of private dwelling houses including any;

- a) partial or total demolition
- b) road and footpath construction
- c) laying pipes and drains forming part of the contract.

We will not provide indemnity in respect of piling work, water diversion or the use of explosives.

12. Builders – Private Dwelling Houses (Erection Alteration Maintenance and Repair)

We will indemnify The Insured under the Employers Liability and Public and Products Liability Sections of this policy in respect of;

- a) partial or total demolition
- b) road and footpath construction
- c) laying pipes, drains and sewers

only if this forms part of a contract undertaken by you or on your behalf for the erection, alteration, maintenance or repair of buildings or structures.

- d) Partial or total demolition of structures not exceeding 4 metres in height.

We will not provide indemnity in respect of;

- (i) piling work, water diversion or the use of explosives.
- (ii) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

13. Builders Commercial – New & Alteration and Repair

We will indemnify The Insured under the Employers Liability and Public and Products Liability Sections of this policy in respect of;

- a) partial or total demolition
- b) road and footpath construction
- c) laying pipes, drains and sewers

only if this forms part of a contract undertaken by You or on Your behalf for the erection, alteration, maintenance or repair of buildings or structures.

- d) Partial or total demolition of structures not exceeding 4 metres in height.

We will not provide indemnity in respect of;

- (i) piling work, water diversion or the use of explosives.
- (ii) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

14. High Risk Premises

We will not provide indemnity under the Employers Liability and Public and Products Liability Sections of this policy in respect of work.

- a) On or in;
 - (i) power stations or nuclear installations / establishments.
 - (ii) oil, gas or chemical;

- refineries
 - bulk storage
 - production premises
- (iii) mainframe computers or rooms containing mainframe computers.
- (iv) aircraft, aerospace systems or hovercraft.
- (v) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
- (vi) railways or airports.
- b) Underground or underwater.

15. Advertising Agent

We will not provide indemnity under the Public and Products Liability Sections of this policy in respect of signs or hoardings owned by you or for which you are responsible located away from Your premises.

16. Computers (Data Loss)

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of;

- a) professional errors, omission or neglects
- b) data supplied
- c) Damage to data
- d) the Data Protection Act 1998 or any subsequent legislation

17. Computers (Installation and Repairs)

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of any installation carried out on any computer equipment other than personal computers and any associated peripheral equipment.

18. Height Limit

We will not provide indemnity under the Employers Liability and Public and Products Liability Sections of this policy in respect of work at a height exceeding 10 metres above ground level.

19. Keep Fit and Sports Instruction

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of;

- bodily injury to any person as a result of his or her inexperience or physical inability to carry out advice or instruction given by You or on Your behalf
- medical advice, instruction, recommendations or treatment

20. Alarm Installations

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of the failure or alleged failure or unsuitability of any Products Supplied comprising fire or intruder alarms to correctly perform their intended function.

21. Groundwork Contractors

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of;

- piling work, water diversion or the use of explosives
- the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs
- digging below a depth of 1 metre
- the use of any mechanically self propelled excavating plant designed to dig below its own wheel base

22. Tree Felling

We will not provide indemnity under the Employers Liability and Public and Products Liability Sections of this policy in respect of the felling or logging of trees.

23. Locks and Safes

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of the failure of locks or safes to adequately protect Property from Damage.

24. Photography and Videography

We will not provide indemnity under the Employers Liability and Public and Products Liability Sections of this policy in respect of any;

- a) aerial
- b) underwater
filming, photography or videography.

25. Project Management

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of any projects undertaken for the erection, alteration, maintenance or repair of any buildings or structures.

26. Home Help

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of the supply, prescription or dispensing of drugs or medicines.

27. Tree Felling

We will not provide indemnity under the Employers Liability and Public and Products Liability Sections of this policy in respect of the felling or lopping of trees.

28. Safe Box

Money and/or valuables belonging of the insured will be compensated only when stored in a fitted or under -floor safe; and made by a recognized company. That term does not include fire boxes.

12. 24HRS ASSISTANCE MEMBERSHIP PLAN

12.1 IMPORTANT INFORMATION

Your right to cancel

If you change your mind you can cancel your policy within 14 days of receiving the policy documents. If you wish to cancel your policy after the first 14 days then we will charge you the proportion of the use of your policy duration plus an administration expense.

How to make a claim

Call our Freephone across the island on **800 5 10 15** (or if overseas on 00357 **25 885 885**), at any time 24 hours a day, 365 days per year. Alternatively, you can report your claim at one of our branches all over the island and we will deal with it immediately. Please report all your accidents/incidents any time in the unfortunate event of fire, theft, vandalism, storm or flood. All our Property Insurance Policies provide Free Claim Assistance and where necessary our associates will arrive at the scene for emergency repairs to be completed.

Have we delighted you?

Gan Direct offers you an unforgettable Customer Service Experience. However, if for any reason you are not delighted with the service provided to you, we would appreciate it if you could describe your experience via email at info@gandirect.com. Alternatively, you may write to our Head Office at **Gan Direct**, P.O. Box 51998, 3509 Limassol, Cyprus for the attention of the Managing Director.

MEANING OF WORDS

Authorised Repairer

A person, company or organisation appointed by us to temporarily or permanently rectify, repair or prevent further damage by making safe the emergency where possible.

Beyond Economic Repair

The point at which our authorised repairer estimates that the cost of repairing the boiler/appliance exceeds the value of replacing the boiler/appliance (based on our scale of valuations that take into account the age and type of the boiler/appliance). If your boiler is deemed Beyond Economic Repair, we will pay an amount towards the cost of a new one in accordance with the scale shown below:

Age of boiler	Payable amount as specified in the schedule
1 - 5 years	
6 - 10 years	
11 - 15 years	

Call-out

The despatch of an authorised repairer following a request for emergency assistance, even if the request is subsequently cancelled by you.

Electrical Wiring

The permanent electrical supply system in the Property supplying electrical power to internal wall sockets, switches, bulb sockets and fuse boxes which are all beyond the electricity company's supply meter.

Emergency

An incident in the Property occurring during the period of membership, which if not dealt with quickly will:

- make the Property unsafe or insecure for its occupants; or
- cause damage to the Property and its contents; or
- leave the Property with a total loss of its main source of heating, lighting or hot or cold water.

Emergency Assistance

Work conducted by an authorised repairer to temporarily or permanently rectify, repair or prevent further damage occurring by making safe the emergency where possible, within the service limits. It does not include the restoration of any decoration, fixtures, fittings or landscaping (e.g. fitted kitchen units, floor coverings/ tiles, flowerbeds) or the permanent reinstatement of pathways and driveways needing to be removed or replaced in order to deal with the emergency.

Geographical Limits

The Republic of Cyprus

Property

The private dwelling, shop, office, practice or business that you own and reside in as your permanent or secondary residence or work. This includes integral or attached garage(s) used for domestic purposes at the address shown on your policy. This does not include detached garages and outbuildings.

Internal Plumbing and Drainage

The domestic sanitary fittings, hot or cold water supply, storage and drainage systems for which you have the responsibility and that are located within the interior of your Property.

Period of Membership

The period stated on the 24hrs Property Assistance membership certificate for which we have agreed to accept a premium and provided the premium is paid immediately on demand.

Main Source of Heating

In the case of gas central heating is the boiler (up to the age of 15 years with a maximum output of 60kw) from the appliance gas isolating cock together with the pump, motorised valves and cylinder thermostat, temperature and pressure controls, pipework, hot water cylinder, feed and expansion tanks and primary flueing (but not any gas appliance

not forming part of the domestic central heating system, e.g. cookers and gas fires) for a conventionally vented system.

In the case of electrical storage heating (up to the age of 15 years), this is the storage and wall mounted panel heaters that are permanently sourced by the mains electricity supply, including convection storage heaters, storage heaters incorporating fans and combination storage/ panel heaters.

Membership Certificate

The 24hrs Property Assistance membership certificate, which shows the details of your membership.

Security

The external locks, doors and windows of the Property.

Service Limits

Services included under your chosen level of membership, as is set out in your membership certificate.

Underground External Drainage Piping

The drainage pipes and sewers within the Property, together with those underground and outside the Property for which you have legal responsibility, but only as far as the junction with the mains services.

Unoccupied

Not lived in by you or any member of your family or by any other person with your permission.

We/Us/Our

Gan Direct

You/Your/Yours

The policyholder named on the **Gan Direct** 24hrs Property Assistance membership certificate or any person authorised by you to be in the Property at the time of the emergency.

12.2 TYPES OF MEMBERSHIP

Response

What is included

In the event of an emergency occurring in your Property, we will:

- Advise you how to protect yourself and the Property immediately when you call us on our Freephone at **800 5 10 15**.
- Organise and pay the cost of providing emergency assistance, including call-out and up to one hour's labour at the home for the areas detailed in Sections A, B, C and D of this booklet. Major parts are excluded, but minor parts may be replaced at our discretion.
- Guarantee all permanent repairs for 12 months from the date that the permanent repair was carried out.

Please remember

During the first 14 days following your membership commencing for the first time, you will not be entitled to any financial protection. All labour charges in excess of the first hour's labour, together with the cost of replacement parts and/or other materials, other than we have agreed to pay for, are your responsibility. However, please note that such work will otherwise continue to be governed by this contract between you and us.

Total Response

In the event of an emergency occurring in your Property, we will:

- Advise you how to protect yourself and the Property immediately when you call us on our Freephone at **800 5 10 15**.
- Organise and pay the cost of providing emergency assistance, including call-out, labour at the Property and parts the amount specified in the schedule per call-out for the areas detailed in Sections A,B,C,D of this booklet.
- Guarantee all permanent repairs for 12 months from the date that the permanent repair was carried out.

Please remember

During the first 14 days following your membership commencing for the first time, you will not be entitled to any financial protection. All labour charges together with the cost of replacement parts and/or other materials in excess the amount specified in the schedule are your responsibility. However, please note that such work will otherwise continue to be governed by this contract between you and us.

12.2.1 SECTION A – ELECTRICAL WIRING

What is included

Emergency Assistance necessary as the result of an emergency to the permanent electrical wiring in the Property. The electrical wiring includes and is limited to the electrical power supply to internal wall sockets, switches, bulb sockets and fuse boxes that are all beyond the electricity company's supply meter.

What is not included

Any electrical wiring that is not permanent (e.g. fairy lights) and/or is situated outside of the Property (e.g. wiring to satellite dishes, aerials etc).

12.2.2 SECTION B – PLUMBING AND DRAINAGE

What is included

1. Internal plumbing and drainage

Emergency Assistance necessary as a result of an emergency to the domestic sanitary fittings, hot or cold water supply, storage and drainage systems for which you have the responsibility and that are located within the interior of your Property.

2. Underground external drainage piping

Emergency Assistance necessary as a result of an emergency to the drainage pipes and sewers within the Property, together with those underground and outside the Property for which you have legal responsibility, but only as far as the junction with the mains services.

What is not included

The costs of repairs to the underground water supply pipe of the Property. Your water supply company should provide this service.

We may agree to include the underground water supply pipe of the Property at our discretion.

The repair of any temporary freezing of pipes which has not resulted in confirmed damage.

Cesspits, septic tanks, treatment plants and any associated pipe work and equipment.

Any repair or replacement of sanitary ware.

Any replacement costs of pumps, water tanks, radiators, cylinders, water softeners, waste disposal units, macerators or any central heating component.

Drain clearance where you have previously been advised of the need to install access points (e.g. manhole, rodding eye) at your cost.

Shared drainage facilities except within the boundary of your Property. For flats and maisonettes, our liability is limited to your share of the costs (subject to the service limits).

12.2.3 SECTION C – SECURITY

What is included

Emergency Assistance necessary as a result of an emergency causing physical damage to security, or causing external door locks to fail. In the event of the damage being caused by theft or attempted theft, this must have been reported to the police within 24 hours of the occurrence. Where possible, replacement locks will be on a like-for-like

basis. Damage to external glazing will be deemed an emergency only in the event of it rendering the Property unsafe or insecure.

What is not included

Any damage, including but not limited to internal decoration, caused by the authorised repairer gaining access to the Property due to the failure of the locks or keys.

Replacement locks as a result of the theft or loss of the keys to the Property.

The repair or replacement of any intruder or alarm systems.

12.2.4 SECTION D – HEATING

What is included

Emergency Assistance necessary as a result of an emergency to the main source of heating in the Property.

In the case of gas central heating, this is the boiler (up to the age of 15 years with a maximum output of 60kw) from the gas isolating cock together with the pump, motorised valves and cylinder thermostat, temperature and pressure controls, pipework, hot water cylinder, feed and expansion tanks and primary flueing (but not any gas appliance that does not form part of the domestic central heating e.g. cookers and gas fires) for a conventionally vented system.

In the case of electrical storage heating (up to the age of 15 years), this is the storage and wall mounted panel heaters that are permanently sourced by the mains electricity supply, including convection storage heaters, storage heaters incorporating fans and combination storage/panel heaters.

What is not included

Replacement of lead or steel pipes on a like-for-like basis.

Gas leaks from any pipes or gas fired appliances.

Unvented hot water cylinders or their controls.

The cost of repairing a boiler/appliance that is, in our opinion, beyond economical repair.

The cost of replacing the central heating boiler, storage/panel heater or appliance.

The cold water supply tank, its feed and outlet.

Any domestic water supply from the hot water cylinder or gas appliance, to and including the taps.

The repair or replacement of radiators (leaking radiators will be isolated).

Clearing airlocks or bleeding radiators.

Descaling and any work/damage arising from hard water scale deposits (e.g. Powerflush) or sludge resulting from corrosion.

Separate gas or immersion heaters solely providing hot water, with the exception of the fixed wiring to the immersion heater.

Removal of asbestos associated with repairing the appliance or system.

Oil fired and solid fuel systems, LPG (Liquid Petroleum Gas) and Propane operated systems, open fires, warm air heating systems, Electrotech and Smartheat systems, underfloor heating, solar heating or air conditioning systems/units.

Repair Guarantee

We will guarantee all permanent repairs made and parts used by our authorized repairers in providing emergency assistance to you in accordance with your membership on the following conditions.

Conditions:

1. The guarantee shall only apply to permanent repairs (not repairs of a contemporary nature) made and parts supplied by our authorised repairer in providing emergency assistance during your period of membership.
2. This guarantee shall be for a minimum period of twelve months from the date of permanent repair is carried out.
3. We will subject to the terms of this guarantee, replace any defective parts supplied by an authorised repairer performed by an authorised repairer.
4. We shall have no liability for any indirect or consequential loss arising as a result of any repairs made of parts used by an authorised repairer.
5. This guarantee is conditional upon any potential claim under this guarantee being reported to us with the minimum of delay.
6. All machines, appliances and systems covered under the membership must be used in accordance with the manufacturer's instructions and guidelines and kept in a good state of repair.
7. If in our opinion a defect with the part or repair does not exist, we will abide by the findings of an independent expert.
8. You will arrange for our authorised repairers to have access to your Property as reasonably required in order to rectify the permanent repair.

Exclusion:

This guarantee will not apply in respect of any normal wear and tear, accidental or deliberate damage, the improper use or abuse or wilful neglect of any parts, systems or appliance.

12.3 CALL-OUT CONDITIONS

Applicable to all sections of the membership:

1. Requests for emergency assistance

You must contact us without delay whenever an emergency arises that may result in a call-out.

All requests for Emergency Assistance must be made on our Freephone 24 hours a day, 7 days a week at **800 5 10 15** or at **00357 25 885 885** (if you call us from abroad) within 24 hours of discovering the emergency and not direct to a repairer otherwise the benefits of membership will not apply.

In the event of any emergency as determined by us, we will send an authorised repairer to your Property or arrange an appointment for an authorised repairer to visit your Property at a mutually agreed time. Major emergencies which could result in serious damage or danger should be immediately reported and one of our associates will arrive at your Property address to repair the urgent damage any time, 24 hours a day.

2. Service Limits

We will not be responsible for any costs above or outside the service limits. The service limit applicable to your membership is stated on your membership certificate. You are responsible for agreeing and settling costs not covered by the service limits directly with us. You will be required to settle these costs using a debit or a credit card over the telephone.

Our operator will take the payment details from you at the time of repair. You should not pay the authorised repairer directly unless agreed with us first.

3. Abandonment

No property may be abandoned to us without our written authority.

4. Other Insurances

If any loss, damage or expense included in this membership is also covered by any other insurance, maintenance contract, guarantee or warranty, we will not pay more than our rateable proportion.

12.4 GENERAL CONDITIONS

General conditions applying to your membership:

1. Membership terms and conditions

We will provide the services described in this 24hr Property Assistance membership booklet using our approved agents and sub-contractors, providing that you observe all the terms and conditions that we have set out in this membership booklet and your membership certificate.

2. Prevention of loss

You must take all reasonable steps to prevent any loss, damage or breakdown and to maintain the Property, its systems and appliances in good repair.

3. Qualifying period

During the first 14 days following the commencement of your membership for the first time, or your membership being upgraded to include any additional section of cover (Electrical wiring, Plumbing and drainage, Security or Heating) you will not be entitled to any financial protection. Please note that upon upgrading your membership from "Response" to "Total Response", the new level of membership will not be effective until a period of 48 hours has elapsed.

4. Cancellation

- a) You may cancel the membership at any time by calling us on **800 5 10 15** or writing to us at our Postal Address P.O. Box 51998, 3509 Limassol and we will give a refund for any unexpired period of membership, provided that no call-out has arisen during the current period of membership.
- b) We may cancel the membership at any time by sending seven days written notice to you at the address last known to us and we will give a refund for any unexpired period of membership.

5. Payment of membership fee

- a) Where payment of membership fee is not made, we will assume that it is your intention to cancel the membership and any benefit otherwise provided by the membership shall become invalid from the date that the first missed payment was due.
- b) If you are paying by instalments, the full annual membership fee remains due when a call-out has been made in the current period of membership despite cancellation.

6. Continuous Payment Authority - Auto Renewal

This membership may be automatically renewed by us on the renewal date. If we intend to automatically renew, we will notify you of our intention prior to expiry together with details of the renewal premium. If you do not wish to renew this membership, all you need to do is call our customer priority line on **800 5 10 15** to let us know prior to the renewal date.

7. Fraud

If any call-out is made fraudulently or falsely, the membership shall become void and all benefit under the membership will be forfeited.

8. Availability

24hrs Property Assistance is only available to all Property Policyholders within the geographical limits.

9. Change of details

You are responsible for informing us of any change in the information you have supplied to us or our agents. If you fail to do so, you may invalidate the membership.

10. Spare/replacement parts

Spare or replacement parts may not be from the original manufacturer and will not necessarily be on a like-for-like replacement. We cannot be held responsible for delay in supplying spare or replacement parts.

11. Reduction in membership

If you wish to reduce your level of membership you may only do so at the time of renewal.

12. Pay on use

Should an emergency arise that is not included under your 24hr Property Assistance membership, where possible, we can arrange for an authorised repairer to attend your Property but you will be responsible for all costs involved.

12.5 GENERAL EXCLUSIONS

General exclusions applying to your membership.

The following are not included under any section of the membership:

1. Any loss or damage occurring prior to the commencement of the membership.
2. The cost of any work which is carried out prior to our approval or by anyone other than an authorised repairer.

3. Consequential loss of any kind arising from the provision of, or delay in, providing the services to which this membership relates.
4. Any liability for delay or failure in performance of our obligations to provide emergency assistance if that delay or failure is due to any cause outside our reasonable control.
5. Any costs arising out of an emergency caused directly or indirectly by or through any wilful or negligent act, or omission by you or any third party.
6. Call-outs arising after the Property has been left unoccupied for 30 or more consecutive days, except where included under Special conditions.
7. The costs of labour, parts and materials in excess of your chosen level of membership as shown on your membership certificate.
8. Loss or damage occurring outside the legal boundaries of the Property.
9. The cost of repairing faults or damage caused by fire, lightning, explosion, earthquake, flood, storm, subsidence, heave or landslip, malicious damage, theft or attempted theft (except where in relation to locks, doors and windows), structural repairs, alteration or demolition, faulty workmanship or the use of defective materials.
10. Any defect, loss or damage arising as a consequence of:
 - a) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
 - b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
11. Any expense, consequential loss, legal liability or any defect, loss or damage directly or indirectly caused by terrorism. Terrorism is defined as the use of biological, chemical or nuclear force or contamination by any person(s) or group(s) of persons, whether acting alone or in connection with any organisation(s) or government(s), whether or not committed for political, religious, ideological or similar purposes, including the intention to influence any government or to put members of the public in fear.
12. Loss or damage arising from the interruption or disconnection of the gas, water or electricity services to the Property.
13. An emergency arising due to the failure of either the gas, water or electricity supplier to fulfil their obligations.
14. The normal day-to-day maintenance of the system(s)/appliance(s) or equipment which are not installed, serviced or maintained in accordance with established practice or manufacturer's instructions, statutory regulations.
15. Any system, appliance, wiring or fixtures where replacement is only necessary to make it compliant with legislation, health and safety guidelines.
16. Costs of the restoration of any decoration, fixtures or fittings needing to be removed or replaced in the process of providing the emergency assistance.
17. Adjustment to the time and temperature controls and or replacement of the time controls.

18. An emergency caused by your failure to carry out routine maintenance.
19. The system and/or appliance in the event that spare parts or components are not being available after a reasonable search of stockists.
20. Any part of the system or appliance that is too difficult to access safely or is impossible or impractical to maintain because of its position.
21. Replacement costs of the complete electrical wiring, plumbing and drainage, central heating or security which needs to be replaced as a consequence of natural wear and tear or gradual deterioration (e.g. the complete re-wiring of a Property due to the age of the electrical wiring system).
22. Any loss or damage caused by rot, fungus, woodworm, beetle, moths, insects or vermin.
23. Any repairs as a result of the failure to carry out any remedial work, that has been recommended. Any costs incurred where you have been advised of the need to carry out permanent repair work to avoid repetitive situations leading to emergencies, breakdown and/or failure.
24. Any loss, injury, damage or legal liability arising directly or indirectly from:
 - a) the failure of any computer or other electrical equipment or component to recognise correctly any date as its true calendar date.
 - b) computer viruses.
25. Consumables that need replacing through regular use, including but not limited to light bulbs, batteries, filters, fuses etc.
26. More than 3 call-outs in a period of insurance (policy year)

12.6 SPECIAL CONDITIONS

Your membership may be subject to special conditions as outlined below. Please check your membership certificate to see if either of these special conditions apply.

Second Property condition

In consideration of the Property at the address shown in the membership certificate not being your principal residence, the following amendments are made to the membership. When the Property is left unoccupied for more than 30 consecutive days, it is a condition of the membership that:

- a) All water, gas, electricity and oil supplies be turned off at the mains.
- b) The Property is inspected at least once a week by a responsible person.

Town and country residence condition

Whenever the Property at the address shown in the membership certificate is left unoccupied for more than 48 consecutive hours the following amendment is made to the membership: All water, gas, electricity and oil supplies be turned off at the mains.

YOUR INFORMATION

Who we are

24hr Property Assistance is a service provided by **Gan Direct** if you take out a Property Insurance Policy.

You are giving your information to **Gan Direct**.

13. GUIDE TO CLAIMS

Our Property products are only as good as our claims service.

It's that simple.

We know that time is money and it's really important that you get back to normal life quickly, with the minimum of fuss. As you'll see from this guide, we go to great lengths to make sure we get it right, when things go wrong.

Making a claim

- ✓ The only number you need to report a Motor claim is: **800 5 10 15**
- ✓ Call us anytime 24/7
- ✓ The sooner we know, the quicker we can help and be there for you
- ✓ Just one call to our team will set the wheel in motion and the right man by your side
- ✓ Calls may be recorded and/or monitored

13.1 AT THE 'MOMENT OF TRUTH'

We commit and keep our promises

- ✓ We design insurance policies exclusively for you
- ✓ All you need to do is "Switch to Us" and we will take care of everything else for you!
- ✓ We always provide appropriate cover and value for money solutions (More for Less!)
- ✓ We are sympathetic to the lifestyles of career people and offer a 24/7 service on-line at www.gandirect.com or extended hours of operation for our Call Center

- ✓ We are transparent, open about what's next
- ✓ We proactively keep you informed every step of the claim process
- ✓ Our claims team will update you at every point, what to expect more and by when
- ✓ We are dedicated to eliminating paperwork and saving you time
- ✓ We have a policy of offering single call and/or interaction resolution
- ✓ Our staff is empowered to provide you customized solutions according to your individual needs
- ✓ We will provide independent advice on all your motor insurance needs
- ✓ Each year we review your insurances comparing them to other insurers to ensure we offer value for money
- ✓ We offer a broad range of policies that reflect changing needs as your lives develop
- ✓ We aim to offer solutions to any insurance needs that you have. You will directly be connected to our expert customer service advisors
- ✓ Instant visit by a member of our Network of associates for Emergency Repairs, available 24hours per day

Customer Service

- ✓ Integrity and ethics play a key role in the running of our business
- ✓ Our Customer Service Advisors are paid salaries, not by commission
- ✓ All Customer Service Advisors work to high service standards and are constantly monitored to ensure they retain client confidence and loyalty
- ✓ We won't hide behind small print. Charges for our services are clearly laid out in our documentation
- ✓ We act fairly, reasonably, promptly and speedily with accuracy, clarity, empathy, reliability, in all our dealings with you
- ✓ We make sure all the information we give you is clear, fair and not misleading
- ✓ We give you sufficient information and help so you can make an informed decision
- ✓ Offer options and solutions for you to choose what suits you best!
- ✓ Your details are safe with us and will only be used to support our relationship with you. We actively seek feedback from our clients encouraging complaints where they are deserved

- ✓ If we receive a complaint we promise to reply by return and immediately initiate an investigation and it will be speedily resolved to your satisfaction. We expect to retain your insurance policy even after a complaint
- ✓ We provide Continuous Training Education (CTE) to our Customer Service Advisors to sustain and improve their knowledge

Our call centre

- ✓ We have worked hard to maintain our branch culture within this operation and therefore a more personal service is also achieved

Internet

- ✓ We provide on-line quotes, which once purchased give you instant cover. We are also introducing functionality that allows clients to download policy documents and work is progressing towards on-line renewals and adjustments
- ✓ All channels access the same quotes and client database so irrespective of when and where a member may call back at a later date, all information is instantly retrievable, by all staff, through all channels (web, call center and branch)

Customer Care

- ✓ "We put our Customer at the centre of all we do and constantly seek to develop innovative solutions that exceed our Customer needs and expectations"

The essence of our customer care strategy is to

- ✓ Deliver excellent quality of customer service with “More for Less”

General Insurances Claims Service

- ✓ Our claims division is as one of the best in the industry. It has consistently been praised for its speed and efficiency
- ✓ We have experienced claims technicians and managers all of whom appreciate that dealing with clients requires a heightened level of service

13.2 IT'S ABOUT PEOPLE NOT PROCESSES

It's vital that you swift back to normal life after an incident. That's why we make sure we get claims moving straight away. Whether that means appointing a loss adjuster during the first phone call or contacting our emergency plumbers, glaziers and locksmiths (who are all available 24/7), we make sure you aren't left in a vulnerable position.

After the first call

We'll email or call you confirming who will be looking after the claim and all the relevant contact numbers. You will also hear from the people appointed to look after your claim.

What we need to know

The sooner we know about an incident, the quicker we can put things right, minimize the impact on your businesses and any loss of revenue.

Did you know...?

We can make interim payment if in need.

Our loss adjusters can also make interim payments directly ensuring you receive their money faster and when you need it most.

During the first notification we'll review the claim to make sure it gets the treatment it needs, from the right specialists, at the right time.

13.3 MAKING A NEW CLAIM

Policyholder's details

- Name
- Address
- Policy number
- Contact telephone number

Loss or damage details

- When, how and where the loss or damage occurred
- The type and extent of damage

Proof of ownership

- Original receipts

Any police involvement?

- Contact details of policeman who attended
- Crime reference number

You must cooperate with requests

You are legally obligated to cooperate with requests for information from your insurance company related to your claim.

Document your loss as thoroughly as you can

In most cases, items and their written or photographic proof may also be destroyed. Your descriptions of lost items, along with descriptions given by witnesses (family members, neighbors and friends), should suffice along with proof of payment (obtained by bank and credit card statement) that can be reproduced upon request and we will reimburse you according to your policy. Retailers can help you identify replacement costs.

There is a difference between replacement and actual cash value coverage

«Cash Value» is defined as «Fair/Current Market Value», which is the amount a willing buyer would pay a willing seller under no duress. Cash Value means replacement cost minus depreciation. Some policies have «a new for old» clause where you may be entitled to a new item in replacement of the damaged, lost one.

Make sure your contractor and the insurer's contractor are bidding on the same "scope"

Get a «scope» of work from your adjuster that defines the amount and nature of repairs he/she believes are needed. Have an independent contractor review and if necessary, revise the scope. Try and reach an agreement with the adjuster on a scope, then get estimates on that scope so you and the insurer are comparing «apples to apples», or you may choose to use one of our Network Associates for repairs. This resolves the most common problems that turn claims into disputes. Remember that at the end of the day it is your duty to prove your loss and the adjuster to approve, reject or negotiate with you a fair settlement.

What happens next

We appreciate that behind every claim there's an individual. That's why we have a Call Centre of Excellence filled with experts to best support you.

13.4 LOOKING AFTER YOUR CLAIMS

Our Centre of Excellence has specialists, in dedicated teams who'll be able to speed matters along, discuss next steps and provide you with all the contact details you'll need. Our dedicated handlers will understand the impact of the claim, work hard to minimize any interruptions and strive to get things back to normal, as quickly as possible.

13.5 KEEPING YOU UPDATED

We know that few things are more frustrating than waiting for news. That's why we'll keep you posted on developments throughout the claim in the way that best suits you. And if, when you first notify us of the claim, you tell us about everyone involved we can keep them updated too. That way everyone will know what's going to happen and by when, so they always know what to expect.

Guarding against fraud

We work hard to settle genuine claims effectively and identify fraudulent ones – protecting the best interests of you. If you suspect fraud please make us aware when you register the claim. Helping us to identify and manage fraud helps protect the cost of the claim and premiums.

Most claims are legitimate, but some are fraudulent! There are fraud indicators which should help isolate those claims which merit closer scrutiny.

All suspicious claims, though they may have to be paid for lack of conclusive evidence of fraud, however, should be referred and recorded so that investigative resources can be targeted on the most deserving cases.

Fraudsters think that “There’s a lot of money in the coffers of cash rich insurance companies”. With this kind of attitude, fraudulent claims are sure to follow. Sometimes these schemes will be attempted by professional fraud artists. Other times, they’ll be attempted by financially distressed who are looking for a quick money fix. In either case, insurance fraud can be good business for the perpetrators unless derailed by savvy investigators that lead to Fraudsters imprisonment.

13.6 GETTING LIFE BACK TO NORMAL

Ultimately, that’s what you are paying for. Here’s how we put things right.

You decide

We recognize that you want choices. Each claim is unique and everyone has their own view of how they want to get back to normal. That’s why during the first call we’re making it clear to you that you have the choice to use your own builder, plumber or tradesman. Once the surveyor has assessed the damage and agreed the financial limit of liability, you have the choice to use your own tradesmen for repairs up to the agreed limit. And for those that wish to use our repairer network you can rest assured that all repairs come with guarantee. For straightforward claims, we can even fast track the payment. In short, we’ve got claims solutions for all property customers.

The right people in the right place

Our qualified surveyors can visit your property, normally within 24hrs, to assess damage, scope the work, and agree the limit of liability and the schedule of repairs. They’ll also appoint specialists from our network of contractors and suppliers, from glaziers to drainage specialists, restoration to flooring professionals and anything in between. All our suppliers work to agreed rates for us and are carefully managed to defined service standards, to make sure they’re delivering, as promised.

Our loss adjusters

These experts work closely with us, in dedicated teams aligned to our own structure, to ensure they visit at the earliest opportunity when high value or complex claims occur. With a good network of professionals across the island, dedicated contacts are available wherever needed. Our loss adjusters can even authorize claims and make payments directly– all measures to accelerate the speed of settlement.

Did you know...?

Repairs carried out by our approved network of repairers are guaranteed.

13.7 IMPROVING WHAT WE DO

We strive to enhance what we do. Your feedback counts.

Tell us your thoughts.

We appreciate that life is far from perfect: that claims sometimes go wrong.

We always look to make our service even better.

Did you know...?

If you have any queries about our dedicated team, just send us an e-mail at info@gandirect.com.

13.8 WORKING FOR YOU

The teams we have to help you. Our Property claims service has been designed to deliver the best service to you. We’ve got lots and lots of experts ready to help you, 24/7.

Back to Normal

Throughout the life of the claim we will always provide you with updates and contact details.

Incident

Please tell us about all new claims as quickly as possible so we can get to work on getting you back to normal:

You can notify your claims by calling us on our Free Phone line on **800 5 10 15** and **00357 25 885 885** (if you call us from abroad), 24hrs, 7 days per week.

During the first call we'll gather all the information needed to get the claim moving and discuss the choices available to get back to normal. In an emergency we'll get the right people out to you straight away so they're not left in a vulnerable position. We'll even offer you the choice between using your own tradesmen or our array of approved repairers and suppliers. You'll leave the first notification of loss call knowing who's looking after your claim, what will happen next and with all the contacts you'll need. The claim will be assigned to a supplier, who will manage a claim through to settlement. Everyone will work hard throughout the life of the claim to get you back to normal as quickly as possible and minimize the impact. Our specialist case ownership team will look after the more complex cases or those which need special support.

Property Claims

Did you Know ...?

You are always welcome to visit us.

Behind every policy...

- Property claims specialists.
- Expert surveyors and loss adjusters.
- Proactive claims handling. A network of dedicated repairers, trades people and other suppliers up and down the country.
- And a commitment to continually improve what we do.

13.9 CLAIMS BEST PRACTICES

The following is generally accepted in the insurance industry as the best way to handle a claim:

- **Damage Inspection and Estimate** – Within 12 hours of the assignment, the adjuster should inspect the damage. The inspection should include an accurate scope of damages and photographs of the damage. The scope of damages should be translated into a written estimate taking into consideration policy limits, depreciation and/or actual cash value when the coverage does not provide full replacement cost.
- **Acceptance or Denial** – The basis for the acceptance or the denial of the claim is clearly stated by the adjuster in the file. If a denial of the claim is necessary, the adjuster should send a denial letter explaining to the insured why the claim is not covered. If the adjuster cannot make a timely decision to accept or deny the claim, a Reservation of Rights Letter should be sent to the insured (or by the claims department) till all information are available giving reason for delay to claimant within 12 hours.
- **Claimant Contact** – Within 12 hours of receipt of the claim, the adjuster should contact the claimant(s) by phone (or in person on severe claims). If unable to make contact within 12 hours, a contact letter requesting immediate contact should be sent to the claimant along with a medical authorization if there is a known injury. On any claim with questionable liability or subrogation/recovery potential, a signed statement or recorded statement should be obtained during the initial contact.
- **Witness Contact** – When there are independent witnesses to a liability claim, the witness(es) should be contacted within 12 hours to confirm the accident details and their knowledge of any injury. On any claim with questionable liability or subrogation/recovery potential, a signed statement or recorded statement should be obtained during the initial contact.
- **On-Going Contact** – Consistent, on-going contact and updating with the claimant is key to getting the claim resolved quickly and fairly.
- **Investigation** – The adjuster to address all issues affecting coverage, liability, subrogation/recovery, and extent of injuries and extent of property damage, if any, within 24 hours of receipt of claim.

- **Report** – A detailed report indicating the work completed should be prepared within 48 hours of the claim being received by the claims office. The Report can be to the file or to an outside supervisory location. The report should discuss coverage, liability, damages, subrogation/recovery, and current reserves/payments. It should include any unresolved pending issues and provide recommendation and/or an action plan on how to move the case forward. It should provide a specific time frame within which the recommendations will be completed.
- **At the Scene** – In half an hour (within the city limits) and in one hour and a half (if out of the city limits) from notification, the Assistance Service is to attend the scene, take pictures, fill in the claim form and make arrangements to set the wheel in motion for the claim handling for your case.
- **Courtesy Care Visit** within 24hrs or if emergency and/or serious illness or injury within the hour.
- **Medical Management** – When the adjuster makes the initial Physician Contact during the first 24 hours, should learn the date of the initial office visit, the history pertaining to the current injury (and any previous injury), the extent of the injury, the treatment plan, the prognosis, and the Return To Work status. When applicable, the adjuster should give the medical provider the contact information for utilization review and pre-certification. If the claims office uses a medical vendor to audit the medical bills, the adjuster should ensure all medical bills associated with a compensable claim are sent to the appropriate audit vendor for review and processing.
- **Subrogation/Recovery** – The adjuster should review the accident investigation details to determine if any third party could be held responsible for the accident (Contributory Negligence). If there is third party involvement, the responsible party should be placed on notice of the intent to pursue subrogation.

- **Subsequent Injury Fund** – In those cases that have a Subsequent Fund (eg. Other Insurance Policy), the Fund should be placed on notice as soon as the medical information reflects the potential for a recovery from the Fund. The file should reflect how social security benefits, disability benefits, unemployment benefits and other offsets would impact and the final payment total of the file.

Best Practices of Litigation

- When notice is received regarding the trial date, the date should be noted to Insurers. A strategy for the handling of the trial should be discussed. During the trial, defense counsel should provide verbal reports and periodic written reports on significant events. The insured must be notified immediately of any aspect of the litigation that is not covered by the insurance policy;

Did you know...?

You are most welcome to come in and see us in our Centre of Excellence!

This booklet has been designed for you so please let us know what you think. We welcome your feedback; just send your comments to info@gandirect.com.

Share your experience with us

Gan Direct will offer you an unforgettable After Sales Customer Service Experience. However, if for any reason you are not delighted with the service provided to you, we would appreciate it if you could describe your experience on our email address, info@gandirect.com. Alternatively, you may write to our Head Office at **Gan Direct Insurance**, P.O. Box 51998, 3509 Limassol, Cyprus for the attention of the Managing Director.

14. DATA PROTECTION NOTICE

Please read this notice as it explains the purposes for which we will use personal data and sensitive personal data which we hold.

Your personal data

For mutual security calls are recorded and may be monitored for training purposes and to prevent and detect fraud.

Insurance administration, renewal and claims handling

Information you supply may be used for the purpose of insurance administration, renewal and claims handling. In assessing any claims made, we may undertake checks against publicly available information. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

Claims & Underwriting Exchange Register

Insurers pass information to the Claims and Underwriting Exchange to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we or the insurer may search these registers and any other relevant registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident, we or the insurer will pass this information to the registers and any other relevant registers. You can ask us for more information about this.

Your electronic information

If you contact us electronically, we or the insurer may collect your electronic identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This information may be used by us to aid in the detection of fraud.

Sensitive personal data

In order to assess the terms of the insurance contract or administer claims, we will need to collect personal data which the Data Protection defines as sensitive, such as medical history or criminal convictions and we may need to transfer this data. By proceeding with this contract, you will signify your explicit consent to such information being processed by us.

Fraud prevention

In order to prevent and detect fraud we may at any time: Share information about you with other organizations including the Police; check and/or share your details with fraud prevention and detection agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention. Law enforcement may access and use this information.

We or other organizations may also access and use this information to prevent fraud.

Please contact us on the number shown on your policy documentation if you want to receive details of the relevant fraud prevention agencies. We, the insurer or other organizations may access and use from other countries the information recorded by fraud prevention agencies.

Marketing and market research

We may use your information to keep you informed by post, telephone, email or other means of products and services which may be of interest to you. We may also contact you to conduct market research. Your information may also be used for the above purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to us.



800 5 10 15

Fax: 25 822 668
www.GanDirect.com
Email: info@gandirect.com

Limassol
Headquarters:
220, Arch. Makarios III Ave., GAN House

Nicosia
53, Athalassas Ave., Strovolos

Larnaca
89, Arch. Makarios III Ave.
Filanda Crt, Shop 4&5

Paphos
2, Boumboulinas Str.

Paralimni
57, 1st April Str.

MAILING ADDRESS: P.O. Box 51998, 3509 Limassol



F571949