



**Multi Cover**  
**Third Sector Secure**



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## Free Helpline Services

While **Your** policy is in force **You** may use these free helpline services to discuss business problems in the following categories:

Access is via **Our United Kingdom** based call centres 24 hours a day, 7 days a week. However, **We** may need to arrange to call **You** back depending on the enquiry. To help **Us** check and improve **Our** service standards, **We** may record all inbound and outbound calls, except those to the counselling service.

When phoning, please quote policy number TS5/6930345. and **Victor Insurance** .

### Legal Advice Service

**Call 0344 893 0859**

**We** provide confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the legal advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **You**.

**Our** legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **We** will refer **You** to one of **Our** specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **We** will call you back.

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

### Tax Advice Service

**Call 0344 893 0859**

**We** offer confidential advice over the phone on any tax matters affecting the business, under the laws of the **United Kingdom**.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **We** will call you back.

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

### Counselling Service

**Call 0344 893 9012**

**We** will provide **Your Employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **Us**.

The counselling service helpline is open 24 hours a day, 7 days a week.

**We** will not accept responsibility if the helpline services are unavailable for reasons **We** cannot control.

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

### Identity Theft Helpline

**Call 0344 848 7071**

**We** will provide **Your** directors or partners with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am – 8pm, 7 days a week.

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# Online Law Guide and Documents

## Drafting

### Employment Manual

Visit [www.das.co.uk](http://www.das.co.uk)

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.das.co.uk](http://www.das.co.uk) and select Employment Manual. All the sections of this web-based document can be printed off for **Your** own use. Contact **Us** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with **Your** email address, quoting **Your** policy number and **We** will contact **You** by email to inform **You** of future updates to the information.

### DASbusinesslaw

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **You** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **You** using **Our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters including new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **You** keep **Your Organisation** one step ahead. To access DASbusinesslaw, **You** will need to register at [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk), using **Your** DAS policy number TS5/6930345.

When registering, please enter the following code which will provide **You** with access to a range of free documents: DAS472301. If **You** experience any problems accessing the service, please email details of **Your** problem to [businesslaw@das.co.uk](mailto:businesslaw@das.co.uk) with **Your** policy number in the subject box.

# Important Information

This is **Your** Third Sector Secure policy. It is a contract between **You** and **Us**. It is arranged through **Victor Insurance** on **Our** behalf in accordance with the authority granted under the Contract Number stated in the **Schedule**. It sets out the details of **Your** insurance contract with **Us**.

This policy consists of the General Definitions, Exclusions and Conditions, the **Schedule**, the coverage Sections stated as operative in the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

**We** will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this policy, against the events set out in the operative Sections and occurring in connection with **Your Activities** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Victor Insurance** through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a **Claim**.

## 1.1 Accessibility

Upon request **Victor Insurance** can provide Braille, audio or large print versions of this policy and the associated documentation including the Key Facts document. If **You** require an alternative format **You** should contact **Victor Insurance** through whom this policy was arranged.

## 1.2 Data Protection

Any information provided to **Us** regarding **You**, any person insured or any **Employee** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling **Claims** or complaints, if any. This may necessitate providing such information to third parties.

## 1.3 Third Party Rights

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## 1.4 Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this policy and all communications relating to it will be in English.

## 1.5 Cancellation and Cooling Off Period

### (a) Your Right to Cancel during the Cooling Off Period

**You** are entitled to cancel this policy by notifying **Us** through **Victor Insurance** within fourteen (14) days of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a **Claim** in which case the full annual premium is due.

(b) **Your Right to Cancel after the Cooling Off Period**

**You** are entitled to cancel this policy after the cooling off period by notifying **Us** in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

(c) **Our Right to Cancel**

**We** are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a **Claim**;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

## 1.6 Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all **Claims**; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **Claim** and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any **Claim** in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding **Claim** and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future **Claim** in accordance with (ii) and/or (iii), in which case **You** may then give **Us** notice that **You** are terminating this policy.

in accordance with the Cancellation and Cooling Off Period Provisions.

## 1.7 Changes We Need to Know About

**You** must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

For example **You** must advise **Us** as soon as **You** become aware of:

- (a) any structural work to the **Premises**;
- (b) any other work (other than minor repairs or alterations or general maintenance work) to be or being carried out in or on the **Premises** or the site on which the **Premises** stand;
- (c) any change in the occupation of the **Premises** which increases the risk of **Damage** as insured by the policy.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any **Claim You** make or could result in **Your** insurance being invalid.

## 1.8 Fraud

If **You**, or anyone acting for **You**, makes a fraudulent **Claim**, for example **Loss** which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the **Claim**; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
- (c) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this policy (such as the occurrence of **Loss**, the making of a **Claim**, or the notification of a potential **Claim**); and.
- (ii) **We** need not return any of the premium paid.

## 1.9 Sanctions

**We** shall not provide any benefit under this policy to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## 1.10 Complaints Procedure

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about this policy or the handling of a **Claim** please contact **Victor Insurance** through whom this policy was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

- (a) in respect of all Sections other than the Equipment Breakdown, Cyber and Legal Expenses Sections:

Complaints Manager  
XL Catlin Insurance Company UK Limited  
20 Gracechurch Street  
London  
EC3V 0BG  
Telephone Number: 020 7743 8487

E-mail: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)

(b) in respect of the Equipment Breakdown and Cyber Liability Sections:

Customer Relations Leader  
HSB Engineering Insurance Limited  
Chancery Place  
50 Brown Street  
Manchester  
M2 2JT  
Telephone Number: 0330 100 3433  
E-mail: [complaints@hsbeil.com](mailto:complaints@hsbeil.com)

(c) in respect of the Legal expenses Section:

Complaints Manager  
DAS Legal Expenses Insurance Company Limited  
Head Office  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH  
Telephone Number: 0344 893 9013  
E-mail: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

If **You** remain dissatisfied after the relevant Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**From within the United Kingdom**

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at the residence)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

**From outside the United Kingdom**

Telephone Number: +44(0)20 7964 1000

Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for **Us** is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

### 1.11 Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial

Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

# Making a Claim

2.1 If anything happens which may result in a **Claim** being made:

Make Safe and Secure - Prevent further **Damage** and arrange for emergency repairs. For example, if **You** have frozen pipes, **You** should turn off the water supply and if necessary call out a 24 hour plumber. **You** should also take all practical action to minimise or eliminate any interruption of or interference with **Your Activities**.

Tell the Police - Advise them within 24 hours of any **Damage** caused by theft, attempted theft, malicious persons, or any loss of **Property**.

Tell **Victor Insurance** – Contact [newclaims.victor@davies-group.com](mailto:newclaims.victor@davies-group.com) or telephone 0344 856 2439 as soon as practicably possible after **You** become aware of the event, quoting **Your** policy number in full (including any letters before and after the numbers).

2.2 For **Damage: You** must provide **Us** with all information and help **We** require in respect of the **Claim** and, where requested by **Us** and at **Your** expense, written details containing all available information on the event, **Damage**, accident or **Injury** including (to the extent possible) the amount of the **Claim**.

2.3 Do not admit liability or offer any payments. **Victor Insurance** will inform **You** of the action to be taken and where to send any additional information requested. Do not answer any letter or other document received and send this as soon as practicably possible to the address **Victor Insurance** have advised.

2.4 Keep evidence - Keep all damaged property and other evidence for inspection until **You** are advised by the police and **Us** that you may dispose of it.

2.5 If **Your Claim** is relating to the Equipment Breakdown or Cyber Sections please contact HSB Engineering Insurance Limited:

[new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)

0330 100 3432 24 hours a day 365 days a year

2.6 If **Your Claim** is relating to the Legal Expenses Section and **Your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential **Claim** under this policy, phone **Us** on 0344 893 0859 and **We** will give **You** a reference number. At this point **We** will not be able to tell **You** whether the **Claim** is covered or not but **We** will pass the information **You** have given **Us** to **Our** claims-handling teams and explain what to do next.

2.7 Please do not ask for help from a lawyer, accountant or anyone else other than as necessary to make the **Property Insured** safe and secure before **We** have agreed that **You** should do so. If **You** do, **We** will not pay the costs involved even if **We** accept the **Claim**.

2.8 If **Your Claim** is relating to Travel the conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that **You** comply with all policy conditions and **You** should familiarise yourself with any requirements.

Please be aware that the occurrence of any **Accident**, incident, event or circumstance which may give rise to a **Loss** which is covered under this policy must be notified to the **Us** no later than one hundred and twenty (120) days although there are some situations where notice is required to be given more quickly to XL Catlin Assistance. Claims conditions require **You** to provide the **Us** with any assistance and evidence that **We** require concerning the cause and value of any **Claim**.

Initially a notification of any **Claim** should be sent to:

XL Catlin Accident & Health Claims  
c/o Claims Settlement Agencies Limited  
308-314 London Road  
Hadleigh  
Benfleet  
SS7 2DD

Telephone: +44 0208 608 4129  
Email: [protectandassist@csal.co.uk](mailto:protectandassist@csal.co.uk)

# General Definitions

Each Section is subject to the following definitions except where stated below.

3.1 "**Accident / Accidental**" means:

- (a) under the Equipment Breakdown Section:
  - (i) electrical or mechanical **Breakdown** including rupture or bursting caused by centrifugal force;
  - (ii) artificially generated electrical current including electric arcing that damages electrical devices appliances or wires;
  - (iii) **Explosion** or **Collapse** of **Covered Equipment** operating under steam or other fluid pressure;
  - (iv) **Loss** or **Damage** to hot water boilers other water heating equipment oil or water storage tanks or other **Covered Equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment;
  - (v) **Loss** or **Damage** caused by operator error that results in the overloading of **Covered Equipment**.

All **Accidents** that are the result of the same event will be considered one **Accident**.

- (b) under all other Sections, a sudden violent external unforeseen and identifiable event.

3.2 "**Accidental Bodily Injury**" means:

- (a) injury caused by **Accidental** and/or violent means; or
- (b) exposure occurring within 24 months from the date of the **Accident** by which injury is caused.

3.3 "**Additional Increased Costs of Working**" means the additional costs and expenses, not including the costs of reconstitution of data, incurred by **You** with **Our** prior consent in order to continue **Your Activities** or minimise **Your** loss of **Income** or loss of Gross Profit during the **Indemnity Period** and not limited to the reduction in **Income** or Gross Profit.

3.4 "**Anchor Location**" means a well-known third party business which is responsible, and which **Your Activities** depend upon, for attracting customers to the **Premises**.

3.5 "**Annualised Amount Insured**" means the amount insured divided by the **Indemnity Period** multiplied by 12.

3.6 "**Appointed Representative**" means the **Preferred Law Firm**, law firm, **Tax Consultancy**, accountant or other suitably qualified person **We** will appoint to act on the **Insured Person's** behalf.

3.7 "**Asbestos**" means crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals. **Asbestos** includes any material containing asbestos or fibres or particles of asbestos.

3.8 "**Asset and Liberty Defence Costs**" means **Defence Costs** incurred by the **Trustee** in dealing with proceedings brought against the **Trustee** by anybody (including the Charities Commission or equivalent in any other covered jurisdiction) other than by **You**, so authorised for the purpose of examining **Your** affairs or the conduct of the **Trustee** in their capacity as such, seeking

- (a) confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of a **Trustee**;
- (b) a charge over real property or personal assets of such **Trustee**;
- (c) a temporary or permanent prohibition on such **Trustee** from holding the office of or performing the function of a **Trustee**;
- (d) a restriction of such **Trustee's** liberty to a specified domestic residence or an official detention;
- (e) deportation of a **Trustee** following revocation of otherwise proper, current and valid immigration status for any reason other than such **Trustee's** conviction of a crime.

provided that such proceedings are commenced during the **Period of Insurance**.

3.9 "**Baggage and/or Personal Belongings**" means:

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

3.10 "**Victor Insurance**" means Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

3.11 "**Bodily Injury**" means:

- (a) under the Professional Liability Section any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock;
- (b) under the Money and Assault Section bodily injury by violent and visible means, which directly and independently of any other cause, results in death or disablement;
- (c) under the Employers' Liability and Public and Products Liability Sections:
  - (i) accidental:
    - (1) death, bodily injury, mental anguish, mental injury, illness or disease of or to a person;
    - (2) trespass, nuisance, invasion of the right of privacy or interference with any right of way, air, light, water or other easement;
  - (ii) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

3.12 "**Book Debts**" means the total amount of the outstanding debit balances in customers credit accounts including hire purchase and credit sales accounts at the date of the **Damage** adjusted for bad debts.

3.13 "**Breakdown**" means

- (a) under the Deterioration of Stock Section:
  - (i) mechanical or electrical failure of any part of the **Refrigerating Plant** requiring repair or replacement before it can resume working; or
  - (ii) sudden and unforeseen internal explosion causing **Damage to Refrigerating Plant**; or

(iii) **Damage** by frost to the condenser, cylinder, compressor and any water jackets if the **Damage** renders the **Refrigerating Plant** inoperative.

(b) under the Equipment Breakdown Section:

(i) the actual breaking failure distortion or burning out of any part of the **Covered Equipment** whilst in ordinary use arising from defects in the **Covered Equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work;

(ii) fracturing of any part of the **Covered Equipment** by frost when such fracture renders the **Covered Equipment** inoperative;

(iii) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary;

(iv) **Electronic Derangement.**

3.14 "**Buildings**" means the buildings at the **Premises** used for **Your Activities**, including landlords fixtures and fittings, fixed glass forming part of the buildings, piping, ducting, cabling, wiring and associated control gear and accessories at the **Premises** and extending to the public mains, solar panels and wind turbines fixed to building, tenants improvements, **Outbuildings**, walls, gates, fences, decking, lychgates, monuments, notice boards, nameplates, signs and fixed garden seating, paths, drives, car parks and other paved or hardstanding areas, swimming pools, fixed outdoor adventure and playground equipment, artificial playing surfaces, inspection covers, fixed lighting, storage tanks, plant or equipment external to the building(s), external defibrillators in lockable containers all belonging to **You** or for which **You** are responsible.

3.15 "**Business Income**" means:

(a) the amount of net income (profit or loss before taxes) which **You** would have earned after the **Time Excess** if the **Cyber Event** had not happened;

(b) normal operating expenses that continue, including ordinary payroll.

3.16 "**Cheque**" means cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a fixed amount which is shown on the document.

3.17 "**Claim**" means:

(a) under the Charity Trustees Management Section a demand made for compensation or damages from, or an allegation of a right against

(i) a **Trustee**, under Part A – Trustee Liability, and which is communicated to the **Trustee**;  
or

(ii) **You**, under Part B – Organisational Liability, and which is communicated to **You**.

All **Claims** related or connected in any way by reference to any common contributory factor or characteristic shall be treated as a single **Claim**, provided that all such **Claims** are notified during the **Period of Insurance** or the discovery period if applicable.

(b) under the Employers Liability, Public and Products Liability and Professional Liability Sections a demand made against **You** consisting of or arising from any:

(i) demand, whether oral or in writing, for damages or compensation; or

(ii) notice of intention, whether oral or in writing, to commence legal proceedings; or

- (iii) communication invoking any pre-action protocols; or
- (iv) notification of arbitration, ombudsman or adjudication proceedings.

(c) under the all other Sections a written demand for payment of an amount due under the terms of this policy.

3.18 "**Collapse**" means under the Equipment Breakdown Section the sudden and dangerous distortion (whether or not attended by rupture) of any part of the **Covered Equipment** caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

3.19 "**Computer and Electronic Equipment**" means

- (a) under the Material Damage Section, all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing **Data** and/or similar devices, whether connected physically or remotely; and
- (b) under the Equipment Breakdown Section:
  - (i) electronic; computer or other **Data** processing and/or storage equipment;
  - (ii) projectors printers scanners and other peripheral devices used in conjunction with (i);
  - (iii) software and programs licensed to **You** and installed on (i);
  - (iv) **Portable Electronic Equipment**.

3.20 "**Computer System**" means

- (a) under the Professional Liability Section any:
  - (i) computer, **Data** processing equipment, media or part thereof; or
  - (ii) electronic system of **Data** storage and retrieval, or electronic communications system, network, protocol or part thereof; or
  - (iii) electronic storage device, microchip integrated circuit, real time clock system or similar device; or
  - (iv) computer software (including for example application software, operating systems, runtime environments or compilers), firmware or microcode; or
  - (v) electronic documents utilised in the ownership, security and management of **Your** electronic communication system, worldwide web site, internet site, intranet site, extranet site, or web address.
- (b) under the Cyber Section any **Hardware, Data**, computer networks, websites, intranet and extranet sites.

3.21 "**Costs and Expenses**" means:

- (a) under the Employers' Liability and Public and Products Liability Sections
  - (i) fees for **Your** legal representation at:
    - (1) any Coroner's Inquest or Fatal Accident Inquiry; or

(2) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty; or

(ii) costs and expenses incurred with **Our** written consent; or

(iii) any claimant's legal costs for which **You** are legally liable;

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

(b) under the Professional Liability Section all costs and expenses incurred in the investigation, defence or settlement of any **Claim** or loss in so far as those costs and expenses have been incurred with **Our** written consent.

(c) under the Legal Expenses Section:

(i) all reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**; and

(ii) the costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **Our** agreement.

3.22 "**Countries Covered**" means:

(a) for Insured Incident 24.2(b) – Legal Defence (excluding (v) – Statutory Notice Appeals and (vii) – Disciplinary Hearings), and Insured Incident 2.4.2(f) – Personal injury, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

(b) for all other Insured Incidents the **United Kingdom**.

3.23 "**Covered Equipment**" means equipment owned by **You** or for which **You** are responsible at the **Premises**:

(a) which is built to operate under vacuum or pressure (other than the weight of its contents); or

(b) that generates transmits stores or converts energy; or

(c) which is **Computer and Electronic Equipment**

Excluding

(i) any supporting structure foundation masonry brickwork or cabinet

(ii) any insulating or refractory material

(iii) any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery crane or equipment which is included but not the actual vehicle)

(iv) self propelled plant and equipment (other than fork lift trucks and pallet trucks used by the Insured at their premises) dragline excavation or construction equipment

(v) equipment manufactured by the Insured for sale

(vi) safety or protective devices due to their functioning

(vii) tools dies cutting edges crushing surfaces trailing cables non metallic linings driving belts or bands or any part requiring periodic renewal

- (viii) any electronic equipment (other than **Computer and Electronic Equipment**) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of £30,000

any manufacturing production or process equipment, being any machine or apparatus (other than boilers lifts fork lift trucks dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **You** and any equipment which exclusively serves such machinery or apparatus, including linked **Computer and Electronic Equipment**

- (ix) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- (x) any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **Computer and Electronic Equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is **Your** property or for which **You** are responsible)
- (xi) any biomass or biogas installation, being any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors.
- (xii) any hydroelectric installation being any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment. hydroelectric installations also include any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

3.24 "**Criminal Defence Costs**" means **Defence Costs** incurred by

- (a) the **Trustee**, under Part A – Trustee Liability; or
- (b) **You**, under Part B – Organisational Liability;

in defending any criminal investigations or proceedings commenced during the **Period of Insurance** and brought against them by any government body for any **Wrongful Act** including gross breach of duty of care that causes the death of another person and proceedings under the Bribery Act 2010, or the equivalent in any other covered jurisdiction.

3.25 "**Customers' Accounts**" means **Your** accounts for all customers who trade with **You** on a credit or hire purchase basis.

3.26 "**Cyber Event**" means:

- (a) loss, corruption, accidental or malicious deletion of or change to, unauthorised access to, or theft of **Data**;
- (b) **Damage** to websites, intranet or extranet sites;
- (c) **Damage** or disruption caused by a **Virus or Similar Mechanism, Hacking or Denial of Service Attack**; or
- (d) failure of or variation in the supply of electricity or telecommunications networks owned and operated by **You**;

affecting **Your Computer System**, the **Computer System** of a **Service Provider** or **Your** customer.

- 3.27 "**Cyber Vandal**" means the person or persons, whether identified or not, responsible for, or involved with, creating a **Virus or Similar Mechanism** or a **Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.
- 3.28 "**Damage**" means:
- (a) under the Employers' Liability and Public and Products Liability Sections accidental **Loss** or destruction of, or **Damage to Property** and the accidental **Loss** of possession of **Property**;
  - (b) under the Cyber Section, total or partial loss, damage, destruction, breakdown or corruption; and
  - (c) under all other Sections accidental loss or destruction of, or damage to **Property**.
- 3.29 "**Damages**" means under the Cyber Section only:
- (a) financial compensation you have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish **You**) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
  - (b) third parties' costs and expenses **You** have to pay as a result of a **Claim** being brought against **You**.
- 3.30 "**DAS Standard Terms of Appointment**" means the terms and conditions (including the amount **We** will pay to an **Appointed Representative**) that apply to the relevant type of **Claim**, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.
- 3.31 "**Data**" means
- (a) under the Cyber Section, facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **Hardware**, but not including software and programs; and
  - (b) under all other Sections, all information which is:
    - (i) electronically stored; or
    - (ii) electronically represented; or
    - (iii) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data including for example operating systems, records, programs, software or firmware, codes or series of instructions.
- 3.32 "**Data Privacy Obligations**" means any legal obligations relating to securing, managing and preventing unauthorised access or use of **Data**, and arising under:
- (a) applicable data-protection regulations anywhere in the world associated with the confidentiality of, access to, control of and use of **Personal Data** which are in force at the time **You** discover **You** have failed to keep to **Your Data** privacy obligations;
  - (b) guidance from the Information Commissioner's Office or similar organisations worldwide;
  - (c) the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit-card and debit-card information;
  - (d) privacy statements and confidentiality agreements.

3.33 "**Data Storage Materials**" means any materials or devices used for the storage or representation of **Data** including for example disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute **Computer and Electronic Equipment**.

3.34 "**Date of Occurrence**" means:

- (a) for civil cases (other than under Insured Incident 24.2(i) – Tax Protection), the date of the event that leads to a **Claim**. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.)
- (b) for criminal cases, the date the **Insured Person** began, or is alleged to have begun, to break the law.
- (c) for Insured Incident 24.2(c) – Statutory Licence Appeal, the date when **You** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration.
- (d) for Insured Incident 24.2(i) – Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies **You** of its intention to carry out an enquiry.
- (e) for a **VAT Dispute** or **Employer Compliance Dispute**, the date the dispute arises during the **Period of Insurance** following the issue of an assessment, written decision or notice of a civil penalty.
- (f) for Insured Incident 24.2(b) – Legal Defence (v) Statutory Notice Appeals, the date when the **Insured Person** is issued with the relevant notice and has the right to appeal.

3.35 "**Defence Costs**" means:

- (a) under the Charity Trustees Management Liability Section, legal costs and expenses incurred
  - (i) by or on behalf of the **Trustee**, under Part A – Trustee Liability; or
  - (ii) by **You**, under Part B – Organisational Liability;

with **Our** prior written and continuing consent. It does not include any **Trustee's** or **Your** own **Costs and Expenses** (including salaries) or any value attributable to the time spent by the **Trustee, You** or any **Employee** in dealing with a **Claim**. **Defence Costs** shall include premium paid for insurance instruments or for bonds which may be required; and

- (b) under the Cyber Section, **Costs and Expenses We** agree to in writing for investigating, settling or defending a **Claim** against **You**.

3.36 "**Denial of Service Attack**" means any actions or instructions with the ability to **Damage**, interfere with, or otherwise affect the availability of:

- (a) under the Cyber Section, the **Computer System**; or
- (b) under all other Sections the **Computer and Electronic Equipment** or **Data**;

including for example the generation of excess traffic into network addresses, the exploitation of systems or network weaknesses, and the generation of excess or non-genuine traffic within, between or amongst networks.

- 3.37 "**Dependant**" means any natural or legally adopted children or legal wards of an **Insured Person** (and/or a **Partner** where applicable) living at the same address who at the time of the **Accident** are no older than 18 years of age or 23 years of age if in full time education or any other person who is dependent on the **Insured Person** for whom the **Insured Person** is in receipt of a carer's allowance or attendance benefit from the state.
- 3.38 "**Directors and Officers**" means directors, officers, principals, partners or members while they are employed by **You** and under **Your** control in connection with **Your Activities**.
- 3.39 "**Discovery / Discovered**" means when **Your** director, trustee, governor, officer, department director, senior manager or equivalent (who is not **In Collusion** with a dishonest **Employee**) first becomes aware of any act, event or matter which would cause a reasonable person to believe that a crime had occurred which could give rise to a loss under this Section regardless of whether the exact amount or circumstances of the loss have been established.

**Discovery** also occurs when **Your** director, trustee, governor, officer, department director, senior manager or equivalent receives notice of an actual or potential **Claim** against **You** alleging facts that if true would constitute a loss covered by this Section.

- 3.40 "**Discovery Period**" means the period of 60 days commencing on the date upon which cover ceases under this Section or in respect of any part of the cover the earlier date upon which cover ceases for that part.
- 3.41 "**Documents**" means any:
- (a) project, models or displays;
  - (b) deeds, wills or agreements;
  - (c) maps, plans, records, photographs, negatives, calculations or drawings;
  - (d) written or printed books, letters, certificates, documents or forms of any nature;
  - (e) computer software, files, documents and systems records, digitised data, information recorded or stored in a format for use with a computer;

which are **Your** property, are under **Your** custody or control, or for which **You** are responsible.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

- 3.42 "**Electronic Derangement**" means the malfunction of the **Computer and Electronic Equipment** or electronic circuitry controlling or operating the **Covered Equipment** that is not accompanied by visible **Damage** and requires replacement of one or more insured components of the **Covered Equipment** in order to restore it to its normal operation.

**Electronic Derangement** does not include:

- (a) the rebooting, reloading or updating of software or firmware
  - (b) the incompatibility of **Covered Equipment** with any software or equipment installed, introduced or networked within the previous 30 days
  - (c) the **Covered Equipment** being of insufficient size, specification or capacity
- 3.43 "**Electronic Instructions**" means instructions issued from a terminal or computer on **Your Premises** to a bank or financial institution at which **You** hold an account directing them to make a payment for a fixed amount from **Your** account to the account of a third party.



3.44 "**Employee / Employment**" means:

- (a) under the Charity Trustee Management Liability and the Professional Liability Sections any person who is or have been:
  - (i) under a contract of service or apprenticeship with **You**;
  - (ii) self-employed;
  - (iii) engaged under a work experience or training scheme;
  - (iv) a voluntary helper;
  - (v) seasonal or temporary personnel;
  - (vi) agency staff;

whilst working under **Your** control in connection with **Your Activities** provided they are not acting as a **Trustee**.

- (b) under the Employee Dishonesty Section:
  - (i) any person who is a member of **Your** board of governors or trustees or equivalent management board.
  - (ii) any person under a full time, part time or temporary contract of service or apprenticeship with **You** in connection with **Your Activities** and whom **You** remunerate by salary, wages or commissions and have the right to govern and direct in the performance of such service.
  - (iii) any person while working under **Your** control in connection with **Your Activities** who is
    - (1) under a work experience or training scheme.
    - (2) working exclusively for **You** and for no other party under a contract for services as a consultant having previously been employed by **You**.
    - (3) supplied to **You** by any agency furnishing temporary personnel on a temporary or contingent basis
    - (4) a volunteer directly engaged by **You**.
  - (iv) any person included in (i), (ii) or (iii) above for a period not exceeding 30 days immediately following the termination of such person's services
- (c) under the Cyber Section any:
  - (i) person employed, borrowed or hired by **You**, including apprentices;
  - (ii) labour master or labour-only subcontractor (or a person supplied by any of them);
  - (iii) self-employed person;
  - (iv) person taking part in any government or otherwise authorised work experience, training, study, exchange or similar scheme;
  - (v) person doing voluntary work for **You**; or

- (vi) person supplied to **You** under a contract or agreement which states that they are in **Your** employment;

when they are working for **You** in connection with **Your Activities**, but not including **Your Directors and Officers**.

- (d) under all other Sections, any person who is:
  - (i) under a contract of service or apprenticeship with **You**;
  - (ii) borrowed or hired to **You**;
  - (iii) a labour master or supplied by a labour master;
  - (iv) employed by a labour only sub-contractor;
  - (v) self-employed;
  - (vi) under a work experience or training scheme;
  - (vii) a voluntary helper;
  - (viii) a governor;
  - (ix) a trustee;
  - (x) an outworker or homeworker;

whilst working under **Your** control in connection with **Your Activities**.

3.45 "**Employer Compliance Dispute**" means a dispute with HM Revenue & Customs concerning **Your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations:

3.46 "**Employment Practices Wrongful Act**" means any actual or alleged:

- (a) discrimination with respect to the terms or conditions of **Employment** on the basis of an individual's race, colour, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference or other status protected under applicable law;
- (b) harassment, including unwelcome sexual or non sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature which:
  - (i) is explicitly or implicitly made a term or condition of **Employment**;
  - (ii) creates a hostile or offensive working environment;
  - (iii) when rejected or opposed by a person becomes a basis for decisions regarding that person's **Employment**.
- (c) defamation (including libel and slander) which relates to a person's job skills, job performance, qualifications for **Employment**, professional reputation, disciplinary history or termination of **Employment**;
- (d) wrongful termination of **Employment** or refusal to hire;
- (e) adverse change in the terms and conditions of a person's **Employment** in retaliation for that person's exercise of his or her rights under law or support of the rights of another.

3.47 "**Endorsement**" means a change in the terms and conditions of this policy that can extend or restrict cover.

3.48 "**Excess**" means the amount or amounts shown in **Your** policy or the **Schedule** which **We** will deduct from each and every **Claim** at each separate location after all other terms and conditions have been applied.

If an **Excess** is applicable under more than one Section of the policy, only the highest of those which would apply separately will be deducted.

3.49 "**Explosion**" means under the Equipment Breakdown Section the sudden and violent rending of **Covered Equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **Covered Equipment** together with forcible ejection of the contents.

3.50 "**Extradition Proceedings Defence Costs**" means **Defence Costs** incurred by the **Trustee** in dealing with an Extradition Notice being

- (a) any request for the extradition of any **Trustee**, any warrant for the arrest of any **Trustee** or other proceedings under the provisions of the United Kingdom Extradition Act 2003;
- (b) any associated appeal;
- (c) the equivalent of the above in any other jurisdiction;

arising from a **Wrongful Act**, provided the Extradition Notice is first served on the **Trustee** during the **Period of Insurance**.

3.51 "**Facsimile Instructions**" means instructions sent from a facsimile or other machine which scans a document, sends it electronically over a telephone or other telecommunications network so that a facsimile can be printed on receipt, to a bank or a financial institution at which **You** hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from **Your** account to the account of a third party.

3.52 "**Failure**" means any partial or complete reduction in the:

- (a) performance; or
- (b) availability; or
- (c) functionality; or
- (d) the ability to recognise or process any date or time, of any:
  - (i) **Computer and Electronic Equipment**;
  - (ii) electronic means of communication;
  - (iii) web site.

3.53 "**Forgery / Forged**" means the signing of the name of one person by another person with the intent to deceive but not:

- (a) the signing of a person's name signed by that person with or without authority in any capacity for any purpose; or
- (b) genuinely signed instruments which are false as to contents.

3.54 "**Hacking**" means

- (a) under the Cyber Section, unauthorised or malicious access to any **Computer System** by electronic means; or

- (b) under all other Sections, unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether **Your Property** or not.

3.55 "**Hardware**" means under the Cyber Section:

- (a) computers and associated equipment, telecommunications equipment and software and programs used to process **Data**, but not including:
  - (i) equipment controlling manufacturing processes, or forming part of machinery; or
  - (ii) equipment held as stock or which **You** have manufactured and is intended for sale or repair in the course of **Your Activities**.
- (b) laptops, palmtops, notebooks and tablet computers, removable satellite-navigation systems, digital cameras and smartphones and associated software and programs.
- (c) photocopiers, fax machines, shredders, addressing machines, franking machines, televisions and associated equipment, DVD and CD recorders and players, video and audio conferencing and projection equipment and associated software and programs, and
- (d) software.

3.56 "**Hijack**" means unlawful seizure or unlawful control of an aircraft or other conveyance in which the **Insured Person** is travelling as a passenger.

3.57 "**Hospital**" means:

- (a) a National Health NHS Trust
  - (b) a registered private hospital or establishment licensed by a recognised body for
    - (i) medical diagnosis and treatment
    - (ii) undertaking surgical operations
    - (iii) care of injured or sick persons
- by or under the supervision of a staff of medical practitioners.

3.58 "**Identity Theft**" means the theft or unauthorised use of **Your** director's or partner's personal identification which has resulted in the unlawful use of **Your** director's or partner's identity.

3.59 "**In Collusion**" means where two or more people are involved or implicated together or where they assist each other materially.

3.60 "**Income**" means the total income from **Your Activities** carried out from the **Premises**.

3.61 "**Increased Costs of Working**" means the costs and expenses incurred by **You** for the sole purpose of minimising the reduction in **Income** from **Your Activities** during the **Indemnity Period**, but not exceeding the reduction in **Income** saved.

3.62 "**Indemnity Period**" means

- (a) under the Business Interruption Section, the period, in months, beginning at the date of the **Insured Damage** or the date restriction is imposed, and lasting for the period during which **Your Income** is affected as a result of such **Insured Damage** or restriction, but for no longer than the period shown in the **Schedule**; and

- (b) under the Cyber Section, the period during which **You** suffer a loss of **Business Income** or have to pay extra costs, starting on the date of the **Cyber Event** and ending no later than the last day of the period shown in the **Schedule**.

3.63 "**Insured Damage**" means **Damage to Property** occurring during the **Period of Insurance** provided that:

- (a) the **Damage** is not otherwise excluded by the buildings, contents or other property Section of this policy; and
- (b) payment has been made or liability admitted by the insurer under any insurance covering such **Damage**.

3.64 "**Insured Event**" means:

- (a) Fire
- (b) Lightning
- (c) Explosion
- (d) Aircraft and other aerial devices or articles dropped from them
- (e) Earthquake
- (f) Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (g) Storm or flood
- (h) Escape of water from any tank, apparatus or pipe
- (i) Falling trees
- (j) Impact
- (k) Escape of fuel from any fixed oil heating installation
- (l) Malicious persons other than thieves
- (m) Theft or attempted theft but only where involving entry into or exit from the **Premises** by forcible and violent means.

3.65 "**Insured Journey**" means any authorised journey in connection with **Your Activities** which begins during the **Period of Insurance** and

- (a) starts from the time the **Insured Person** leaves their home or, if later, their place of business to travel within the following geographical limits as shown in the **Schedule**;
  - (i) Europe – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Lichtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus); or
  - (ii) USA – North America and Canada; or
  - (iii) Worldwide – anywhere in the world other than Europe or USA; and
- (b) continues during the entire period of the journey; and
- (c) terminates at the time of return to their home, or if earlier, their place of business

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

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

3.66 "**Insured Person**" means:

- (a) under the Travel Section **You** or **Your** directors, partners or **Employees** aged under 80 years and includes any accompany spouse, **Partner** or **Dependant** aged under 80 years;
- (b) under the Legal Expenses Section **You** and the directors, partners, managers, **Employees** and any other individuals declared to **Us** by **You**; and
- (c) under all other Sections **You** or **Your** directors, partners or **Employees** aged under 80 years.

3.67 "**Investigation**" means a formal investigation, enquiry or request for information of or attendance by

- (a) the **Trustee**, under Part A – Trustee Liability, initiated by a third party with a legal right other than **You** authorised so to compel the **Trustee** for the purpose of evaluating the conduct of the **Trustee**.
- (b) **You**, under Part B – Charity Trustee, initiated by a third party with a legal right other than **You** authorised so to compel **You** for the purpose of evaluating **Your** conduct.

**Investigation** does not include a risk management visit or equivalent by **Your** regulator.

3.68 "**Investigation Costs**" means

- (a) under the Charity Trustees Management Liability Section, **Defence Costs** incurred, with **Our** prior written and continuing consent, in the context of an **Investigation** provided that such **Investigation** is first commenced during the **Period of Insurance**.
- (b) under Employee Dishonesty Section, the independent investigation costs, incurred by **You** solely to substantiate the cause and amount of fees, but not costs paid by **You** for salaries, wages or any similar expenditure.

3.69 "**Kidnap**" means being the illegal actual taking and seizing, detaining or carrying away by force of an **Insured Person** by one or more individuals for the purpose of demanding cash, marketable goods or services from the **Insured Person's** assets as a condition of their release

3.70 "**Licence**" means

- (a) a licence granted under the Licensing Act 2003 or any subsequent legislation in respect of the **Premises** for the sale by retail of alcohol; or
- (b) a registration certification;

as stated on the **Schedule**.

3.71 "**Life Threatening Situation**" means a life threatening situation is a situation recognised by **Our** Security Consultants including for example serious crimes such as **Kidnap** or unlawful detention.

3.72 "**Loss**" means an award of compensatory damages made by a competent court or tribunal including third party costs or any settlement incurred with **Our** prior written consent.

**Loss** does not include:

- (a) **Trustee** or **Employee** remuneration, benefits, stock or share options or severance payments; or

- (b) taxes, fines or civil, regulatory or criminal penalties or
- (c) punitive, aggravated or exemplary damages; or
- (d) in respect of any **Employment Practices Wrongful Act**:
  - (i) any salary or wages earned while in **Your Employment**.
  - (ii) any **Employment** related benefits to which the claimant would have been entitled had the **Trustee** or **You** provided the claimant with a continuance, reinstatement or commencement of **Employment**.
  - (iii) contractual damages based upon the terms of a contract of **Employment**.
  - (iv) any liability or costs incurred to modify any building or property in order to make such a building or property more accessible or accommodating to any disabled persons.

3.73 "**Loss of Data**" means the physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to **Data**, in whole or in part, including, but not limited to loss of **Data** resulting from loss or damage to **Computer and Electronic Equipment** or **Data Storage Materials**, including while stored on **Data Storage Materials**.

3.74 "**Loss of Licence**" means the temporary or permanent:

- (a) forfeiture of a **Licence**;
- (b) refusal to renew a **Licence** by the licensing authority,  
due to reasons beyond **Your** control.

3.75 "**Machinery, Plant and All Other Contents**" means machinery, plant and all other contents belonging to **You** or held in trust for which **You** are responsible, at the **Premises** including:

- (a) Documents, manuscripts and business books.
- (b) Patterns, models, moulds, plans and designs but only for:
  - (i) the value of the materials.
  - (ii) the cost of labour and computer time spent in reproducing them.

**We** will not pay for the value to **You** of any information lost.

- (c) Pedal cycles, tools and other personal items belonging to **You**, **Your** directors, **Employees**, customers or visitors but only if they are not otherwise insured. The maximum **We** will pay for any one person's property is £2,500.
- (d) Rare books or works of art. The maximum **We** will pay in respect of any one article is £2,500, and £10,000 in total for any one **Claim**.
- (e) Wines, spirits, cigarettes and tobacco held at the **Premises**. The maximum **We** will pay is £1,000 in respect of any one **Claim**.

But, excluding:

- (i) Landlord's fixtures and fittings.
- (ii) **Stock**.

(iii) Property more specifically insured.

3.76 "**Money**" means current:

- (a) coin, bank and currency notes;
- (b) postal and money orders, bankers drafts, cheques and giro cheques;
- (c) crossed warrants, bills or exchanges and securities for money;
- (d) unused postage, revenue, national insurance and holiday with pay stamps;
- (e) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions;
- (f) credit company sales vouchers, debit card sales vouchers, travellers cheques, luncheon vouchers and trading stamps;
- (g) VAT invoices;
- (h) monetary balances held to **Your** credit by a financial institution.

3.77 "**Notifiable Disease**" means the occurrence of any of the following diseases sustained by any person:

Acute Encephalitis	Measles
Acute Poliomyelitis	Meningococcal septicaemia
Anthrax	Mumps
Chicken pox	Plague
Cholera	Rabies
Diphtheria	Rubella
Dysentery	Scarlet Fever
Erysipeloid	Tetanus
Legionellosis	Tuberculosis
Leptospirosis	Whooping Cough
Enteric fever (Typhoid or Paratyphoid Fever)	Yellow Fever
Food or drink poisoning	Viral haemorrhagic fever caused by the following viruses:
Haemolytic uraemic syndrome (HUS)	Lassa virus
Legionnaires' Disease	Junin virus
Leprosy	Machupo virus
Malaria	Sabia virus
Ophthalmia neonatorum	Guanarito virus
Paratyphoid fever	Ebola virus
Relapsing fevers	Marburg virus
Small pox	Crimean-Congo haemorrhagic fever virus
Typhoid fever	Hanta virus
Viral hepatitis	Rift Valley fever virus
Lyme disease	Yellow fever virus
Meningitis	Dengue virus

3.78 "**Nuclear Installation**" means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- (a) the production or use of atomic energy;
- (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or

- (c) the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.
- 3.79 "**Nuclear Reactor**" means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.
- 3.80 "**Outbuildings**" means sheds, glass-houses, conservatories, garages, storage units, plant rooms, workshops or other buildings at the **Premises**, all being used in connection with **Your Activities**, either:
- (a) detached from, or
- (b) attached to but not internally communicating with;
- the main **Buildings**.
- 3.81 "**Outside Trustee**" means a **Trustee** acting in the capacity of a trustee, committee member, governor or director formally appointed on **Your** written authority and request to the board or equivalent position in any organisation in which **You** hold a shareholding, any not-for-profit entity, any entity which has been specified in the **Schedule** or any other entity which has been agreed to in writing by **Us** other than:
- (a) **You**; or
- (b) any entity that:
- (i) has its securities listed or traded on any exchange; or
- (ii) possesses any tangible or intangible asset located within the USA and/or Canada.
- 3.82 "**Partner**" means the spouse or civil partner of an **Insured Person** living at the same address as the **Insured Person** for at least 12 months and sharing financial responsibility for their **Dependants**.
- 3.83 "**Payment Recipient**" means an individual, company or organisation who is engaged by **You** to provide goods or services to **You** and in return receives payment from **You**.
- 3.84 "**Pension or Employee Benefit Scheme**" means a money purchase (defined contribution) pension or employee benefit scheme which is registered in the United Kingdom and governed by the laws of England and Wales.
- 3.85 "**Period of Insurance**" means from the effective date until the expiry date (both shown in the **Schedule**) or any subsequent period for which **We** accept payment for renewal of this policy.
- 3.86 "**Personal Data**" means information which could identify a person or allow identity theft or other fraud to take place.
- 3.87 "**Phishing**" means any access or attempted access to data or information made by means of misrepresentation or deception.
- 3.88 "**Pollution**" means
- (a) under the Charity Trustees Management Liability Section, any **Pollution**, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; and

- (b) under all other Sections, all **Pollution** and/or contamination of **Buildings** or other structures, or of water or land, or the atmosphere. For the purpose of this policy the term **Pollution** includes for example:
- (i) seepage of or **Pollution** by anything, including for example that which is designated by any governmental, public or regulatory body or authority as toxic, hazardous, dangerous or deleterious to persons, property, or the environment under any law, ordinance, regulation or decree;
  - (ii) the presence existence or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

3.89 "**Pollution Defence Costs**" means **Defence Costs** incurred by:

- (a) the **Trustee**, under Part A – Trustee Liability; and
- (b) **You**, under Part B – Organisational Liability,

with **Our** prior written and continuing consent, in defending any proceedings brought against the **Trustee** or **You**, as applicable, during the **Period of Insurance** in relation to any **Wrongful Act** involving **Pollution**.

3.90 "**Portable Computer Equipment**" means

- (a) under the Business All Risk Section, personal computers, small micro-computers and similar equipment used for processing, communicating and storing electronic **Data**, and which are designed to be carried by hand; and
- (b) under the Equipment Breakdown Section:
  - (i) laptops palmtops and notebooks
  - (ii) personal digital assistants (PDAs)
  - (iii) projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other **Portable Computer Equipment**
  - (iv) removable satellite navigation systems
  - (v) digital cameras
  - (vi) smartphones

3.91 "**Preferred Law Firm or Tax Consultancy**" means a law firm, barristers' chambers or tax expert **We** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **Insured Person's Claim** and must comply with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

3.92 "**Premises**" means the **Buildings** and the land inside the boundaries at the risk address shown in the **Schedule**.

3.93 "**Products Supplied**" means anything which is:

- (a) manufactured, sold, supplied, processed, altered or treated;
- (b) repaired, serviced or tested;
- (c) installed, constructed, erected or transported

by **You** or on **Your** behalf and which is no longer in **Your** custody or control.

3.94 "**Professional Liability Wrongful Act**" means **Loss** that **You** are legally liable (directly or vicariously) to pay for **Claims** arising out of professional advice given or services performed on **Your** behalf by reason of:

- (a) any **Wrongful Act** committed by **You** or by any **Employee**, or by any other person, organisation or company directly appointed by **You** and acting for or on **Your** behalf; or
- (b) any dishonest or fraudulent act or omission on the part of any **Employee**; or
- (c) libel or slander committed unintentionally by **You** or by any **Employee**; or
- (d) any unintentional breach of confidentiality committed by **You** or by any **Employee**, or by any other person, organisation or company directly appointed by **You** and acting for or on **Your** behalf.

3.95 "**Property**" means tangible property.

3.96 "**Property Insured**" means **Property** as detailed in the **Schedule** and all belonging to **You** or for which **You** are responsible but excluding:

- (a) **Property** which is more specifically insured; and
- (b) unless specifically notified to and accepted by **Us** as insured:
  - (i) land, piers, jetties, bridges, culverts or excavations;
  - (ii) livestock, growing crops or trees.

3.97 "**Public Relations Costs**" means fees, costs and expenses of the public relations consultants incurred by:

- (a) under Part A – Trustee Liability, a **Trustee**; or
- (b) under Part B – Organisational Liability, **You**;

with **Our** prior written consent to be given at **Our** absolute discretion where **We** are satisfied that such fees, costs and expenses will mitigate or reduce the adverse effect on the **Trustee's** or **Your** reputation, as applicable, from any **Claim** first made against the **Trustee** or **You**, as applicable, during the **Period of Insurance**.

3.98 "**Reasonable Prospects**" means:

- (a) for civil cases, the prospects that the **Insured Person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **We** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **Preferred Law Firm** or **Tax Consultancy** on **Our** behalf, will assess whether there are **Reasonable Prospects**.
- (b) for criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

3.99 "**Refrigerating Plant**" means all working parts, frames and bedplates including motor compressors, pumps, condensers, evaporators, valves, piping, automatic controls, thermostats and wiring all forming part of the refrigerating unit.

- 3.100 "**Reinstatement of Data Costs**" means the cost of reinstating **Data** if such **Data** was damaged, destroyed, erased or stolen excluding costs arising
- (a) as a result of the reconstitution of **Data** recorded on magnetic or optical media if there are no analysis files specifications or backups of **Data**; or
  - (b) as a result of the reconstitution of **Data** if illegal copies of programs are knowingly used by **You** to do so; or
  - (c) to render the information usable by replacement processing equipment; or
  - (d) to design, update or improve **Data**.
- 3.101 "**Rent Receivable**" means the **Money** paid or payable to **You** for rent of the **Premises**, including service charges, rendered in the course of **Your Activities** at the **Premises**.
- 3.102 "**Repatriation**" means with prior approval from **Us** and due solely to medical reasons, the return of the **Insured Person** to the **United Kingdom** or, if different, their normal country of residence by normal scheduled airlines, air ambulance or other suitable means of transport.
- 3.103 "**Retroactive Date**" means the date which this Section was first incepted, or where equivalent cover to that provided under this Section has been continuously maintained in full force and effect prior to the inception of this Section, the date which first applied to such equivalent cover.
- 3.104 "**Revenue**" means the receipts of **Your Activities** from all sources
- 3.105 "**Schedule**" means the document attaching to this policy that contains information and specifies details of the **Policyholder**, the Sections of cover, any **Excess** and **Endorsements** that are operative.
- 3.106 "**School, Charity or Charitable Organisation**" means:
- (a) a place or institution for teaching and learning; or
  - (b) a body registered with the Charities Commission; or
  - (c) a voluntary organisation which does not distribute its surplus funds to owners or shareholders, but instead uses them for the benefit of its members or charitable purposes;
- in the **United Kingdom**.
- 3.107 "**Service Provider**" means a business that **You** hire under a written contract to perform services on **Your** behalf in connection with **Your Activities**.
- 3.108 "**Standard Rent Receivable**" means the **Rent Receivable** during that period which is the same length as the **Indemnity Period** and which ends on the same day and month of the year as the **Indemnity Period** ends but ending in the year immediately before the date of the **Insured Damage**.
- 3.109 "**Standard Revenue**" means the **Revenue** during that period which is the same length as the **Indemnity Period** and which ends on the same day and month of the year as the **Indemnity Period** ends but ending in the year immediately before the date of the **Insured Damage**.
- 3.110 "**Stock**" means stock and materials belonging to **You** or held by **You** in trust or commission for which **You** are responsible.
- 3.111 "**Subsidiary**" means an entity in which **You**:
- (a) owned or own directly or indirectly more than 50% of the voting rights or more than 50% of the share capital issued in such entity; or

- (b) had or have the right to appoint or remove the majority of such entity's trustees or board of directors; or
- (c) controlled or controls alone pursuant to a written agreement with other trustees or shareholders or members the majority of the voting rights in such entity, provided that **You** are also a shareholder in it;

but only in respect of **Wrongful Acts** committed in relation to the **Subsidiary** whilst **Your Subsidiary**.

3.112 "**Telephone Instructions**" means person to person verbal instructions over a telephone or telecommunications network made to a bank or financial institution at which **You** hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from **Your** account to the account of a third party.

3.113 "**Tenants' Improvements**" means, where **You** are a tenant of the **Premises**, structural fixtures and fittings, **Your Property** as occupier of the **Premises**.

3.114 "**Terrorism**" means an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

3.115 "**Time Excess**" means the time period, as shown in the **Schedule**, **We** will not pay any loss of **Business Income** for.

3.116 "**Tools**" means tools, tool kits or test equipment which **You** own or are hired by **You** or used by **You** in connection with **Your Activities** and for which **You** are responsible.

3.117 "**Transit**" means under the Equipment Breakdown Section the loading, unloading and movement of **Covered Equipment** (owned by **You** or for which **You** are responsible) other than by air or sea unless the sea transit is by roll-on/roll-off ferry.

3.118 "**Trustee**" means:

- (a) any natural person who is, was, or becomes **Your Trustee**, committee member, governor or director or officer during the **Period of Insurance** or holds any equivalent position in any jurisdiction;
- (b) any natural person who is, was, or becomes **Your Employee** during the **Period of Insurance**:
  - (i) acting at **Your** specific prior written request in the capacity of **Outside Trustee**; or
  - (ii) acting in a managerial or supervisory capacity; or
  - (iii) named as co-defendant with any **Trustee** or director or officer; or
- (c) any **Trustee's**, committee member's, governor's or director or officer's lawful spouse or civil partner as defined in the Civil Partnership Act 2004 where in receipt of a **Claim** because of the **Wrongful Act** of the **Trustee**; or
- (d) the estate, heirs, legal representatives or assigns of any person within (a) or (b) above.

All references to **Trustee** apply equally to non-executive and executive **Trustees**.

It does not include any person acting in their capacity as administrator, liquidator, external auditor, receiver or administrative receiver.

3.119 "**Unattended Vehicle**" means any **Vehicle** where neither **You** nor any person(s) authorised by **You** are able to keep the **Vehicle** under observation and able to observe and prevent any attempt to interfere with it.

However, the **Vehicle** will not be regarded as unattended if **You** have ensured that

- (a) all doors, windows and other points of access have been locked where locks have been fitted; and
- (b) all manufacturers' security devices have been put into effect; and
- (c) the keys have been removed from the **Vehicle**; and
- (d) unattached trailers have anti-hitching devices fitted and they are put into effect.

3.120 "**United Kingdom**" means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

3.121 "**Unoccupied**" means empty or not in use for 45 or more consecutive days.

3.122 "**VAT Dispute**" means a dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **Your** VAT affairs.

3.123 "**Vehicle**" means any motor vehicle and/or trailer and/or container which **You** own or operate or for which **You** are responsible.

3.124 "**Virus or Similar Mechanism**" means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes for example Trojan horses, worms and logic bombs.

3.125 "**We / Us / Our**" means:

- (a) in respect of the Material Damage, Business All Risks, Business Interruption, Book Debts, Terrorism, Employers' Liability, Public and Products Liability, Employee Dishonesty, Money and Assault, Goods in Transit and Deterioration of Stock Sections:

Subscription	Entity
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50%	XL Catlin Insurance Company UK Limited
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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

Registered Office: 20 Gracechurch Street, London, EC3V 0BG.

Registered in England: Company Number 5328622.

50%	Canopus Managing Agents Limited
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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204847). Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

Registered Office: Gallery 9, Lime Street, London, EC3M 7HA

Registered in England: Company Number 1514453

- (b) in respect of the Charity Trustees Management Liability, Professional Liability, Personal Accident and Travel Sections:

XL Catlin Insurance Company UK Limited

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office: 20 Gracechurch Street, London, EC3V 0BG.

Registered in England: Company Number 5328622

(c) in respect of the Equipment Breakdown and Cyber Liability Sections:

HSB Engineering Insurance Limited

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 202738).

Registered Office: New London House, 6 London Street, London, EC3R 7LP.  
Registered in England; Company Number 02396114.

(d) in respect of the Legal Expenses Section:

DAS Legal Expenses Insurance Company Limited

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 202106).

Registered Office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Registered in England: Company Number 103274

Website: [www.das.co.uk](http://www.das.co.uk)

**You** can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address

3.126 "**Wear and Tear**" means a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, **Damage** by exposure to the light, lack of maintenance or **Damage** which happens gradually over a period of time. Examples of things that are likely to be affected include fencing, flat roofs, carpets and flooring and clothing.

3.127 "**Working Hours**" means **Your** normal working hours and any other period during which **You** or one of **Your** directors, principals or **Employees**, entrusted with **Money**, are on the **Premises** in connection with **Your Activities**.

3.128 "**Written Instructions**" means original written instructions signed in accordance with **Your** appropriate bank mandate issued to a bank or financial institution at which **You** hold an account directing them to make a payment using an electronic fund transfer system for a fixed amount from **Your** account to the account of a third party including instructions to make one payment, payments at specified intervals or under specified conditions.

3.129 "**Wrongful Act**" means

- (a) under Part A – Trustee Liability, an actual or alleged act, error, omission, misstatement, misleading statement, negligent act, negligent error, negligent omission or negligent breach of duty committed or attempted by a **Trustee** acting in their capacity as:
  - (i) **Your Trustee** or director or officer; or
  - (ii) a **Trustee** or director or administrator of **Your Pension or Employee Benefit Scheme**.
- (b) under Part B – Organisational Liability, an actual or alleged act, error, omission, misstatement, misleading statement, negligent act, negligent error, negligent omission or negligent breach of duty committed or attempted by **You**.

3.130 "**You / Your / Policyholder**" means the person, persons, company, companies, charitable incorporated organisation, charitable incorporated organisations, unincorporated association, or unincorporated associations (which shall include a partnership or partnerships) named in the **Schedule** as the **Policyholder**.

- (a) Where the **Policyholder** is a charity that is a limited company or a charitable incorporated organisation, **We** shall cover the named limited company or charitable incorporated organisation.
- (b) Where the **Policyholder** is a charity that is an unincorporated association, **We** shall cover the **Trustees** for the time being of that named charity.
- (c) Where the **Policyholder** is a Not for Profit Organisation **We** shall cover the Officers, Committee and Members for the time being of that Not for Profit Organisation.

The definition of "**You / Your / Policyholder**" extends under the Charity Trustee Management Liability Section to include any **Subsidiary** but excludes any firm or company acting in their capacity as liquidator, external auditor, receiver or administrative receiver.

The definition of "**You / Your / Policyholder**" extends under the Employers Liability and the Public and Products Liability Sections to include:

- (i) **Your** personal representatives in respect of legal liability **You** incur;
- (ii) at **Your** request:
  - (1) **Your** directors, partners or **Employees** in their respective capacities;
  - (2) the officers of **Your** committees and members of **Your**:
    - (a) canteen, social, sports, educational and welfare organisations;
    - (b) first aid, fire, security and ambulance services,
 in their respective capacities:
  - (3) any principal for whom **You** are carrying out a contract, to the extent required by the contract conditions;
  - (4) those who hire plant to **You** to the extent required by the hiring conditions

or the personal representatives of any of these persons in respect of legal liability for which **You** would have been entitled to cover if the **Claim** had been made against **You**.

Each covered party will be limited to the terms of this Section so far as they apply.

The total amount which **We** will pay will not exceed the limit of liability regardless of the number of parties claiming to be covered.

3.131 "**Your Activities**" means **Your** charitable activities undertaken by **You** or on **Your** behalf as specified in the **Schedule** and extends under the Employers' Liability and the Public and Products Liability Sections to include:

- (a) the ownership, use and upkeep of **Your Premises**;
- (b) the upkeep of **Vehicles** and plant which are owned and used by **You**;
- (c) **Your** canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**;
- (d) **Your** first aid, fire, security and ambulance service;
- (e) **Your** participation in exhibitions;
- (f) **Your** participation in fundraising activities;
- (g) private work by any **Employee**, with **Your** written consent, for **You** or for any director, partner or **Employee** of **Yours**.

# General Exclusions

These general exclusions set out what is not covered under this policy, certain exclusions do not apply to certain Sections, where this is the case it will be specified in the exclusion. Where additional exclusions apply to a specific Section of this policy these additional exclusions take precedence and are set out in the relevant Section.

This policy does not cover:

## 4.1 Marine Policies

**Damage** to any property or any resulting loss or expense, or any other costs or any legal liability which would be insured under any marine policy if **Your** policy with **Us** did not exist.

However, **We** will cover **You** in respect of **Damage** not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

## 4.2 Radioactive Contamination

**Damage** to any property or any resulting loss or expense, or any other costs or any legal liability 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; or
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component. As far as concerns **Bodily Injury** (as defined in the relevant Sections) caused to any **Employee**, if **Bodily Injury** arises out of and in the course of employment or engagement of the person by **You**, this exclusion will apply only in respect of:
  - (i) the liability of any principal; or
  - (ii) legal liability assumed by **You** under agreement and which would not have attached in the absence of that agreement.

## 4.3 Fines

Fines, penalties, punitive or exemplary damages or liquidated damages.

## 4.4 War Government Action and Terrorism

(Not applicable to the Cyber Section)

**Damage** to any property or any legal liability or any loss or resulting expense or any other costs caused by, or contributed to, by, or arising from:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power; or
- (b) martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war, as defined in (a) above; or
- (c) **Terrorism**; or
- (d) civil commotion in Northern Ireland.

#### 4.5 **Computer Virus and Hacking**

(Not applicable to the Employers' Liability, Public and Products Liability or Cyber Sections)

- (a) **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves **Data** or any part whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not where **Damage** is caused by **Virus or Similar Mechanism or Hacking**; or
- (b) financial loss caused by or arising from **Virus or Similar Mechanism or Hacking** but this will not exclude **Damage** or financial loss;

but this shall not exclude **Damage** or financial loss which is not otherwise excluded from this policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or dropped articles from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank, apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

#### 4.6 **Pollution and Contamination**

(Not applicable to the Employers' Liability or Public and Products Liability Sections)

**Damage** caused by **Pollution** except (unless otherwise excluded) destruction of or **Damage** to the property insured caused by **Pollution** caused by

- (a) **Pollution** which itself results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles they may drop, riot civil commotion, strikers, locked-out workers persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank, apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.
- (b) any of the Contingencies in (a) above which itself results from **Pollution**.

#### 4.7 **Date Recognition**

**Damage** caused by, contributed to or arising from the failure of equipment (including **Hardware** and software) to correctly recognise any given date or to process **Data** or to operate properly due to failure to recognise any given date.

**We** will cover subsequent **Damage** resulting from an insured cover, providing **Damage** is covered elsewhere in the policy.

#### 4.8 **Loss of Data**

(Not applicable to the Equipment Breakdown or Cyber Sections)

any **Claim** (other than in respect of **Personal Injury**) arising from, or in connection with, or consisting of:

- (a) **Loss of Data**

**We** will not exclude any **Claim** arising from, or in connection with, or consisting of **Loss of Data**, which **Claim** is not otherwise excluded and which results from a malicious contingency involving physical force and violence or **Damage** where either is insured under any of the following Sections of the policy and only to the extent that the **Claim** is insured under that Section:

Material Damage Section

Business All Risks Section

Business Interruption Section

Money and Assault Section

This exclusion does not apply to the Public and Products Liability Section.

- (b) any loss, destruction or **Damage, Failure or Loss of Data** resulting from, or in connection with: **Virus or Similar Mechanism, Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**. However, **We** will not exclude any **Claim** in respect of any subsequent physical loss or destruction of or **Damage** to property other than **Computer and Electronic Equipment** and **Data Storage Materials**, which is not otherwise excluded and which results from riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons other than thieves and **Cyber Vandal** involving physical force and violence or a specified peril where insured under any of the following sections of the policy and only to the same extent that the subsequent physical loss or destruction of or **Damage** to property is insured under that Section.

Material Damage Section

Business All Risks Section

Business Interruption Section

Money and Assault Section

# General Conditions

## 5.1 Change of Risk and Interest

The insurance will not be prejudiced by any act or omission unknown to **You** or beyond **Your** control on the part of a tenant occupying or using the **Buildings** whether constituting an increase in risk or not, provided that as soon as practicably possible after **You** become aware of the work or change, **You** give notice to **Us** and pay any additional premium **We** may require.

This policy will cease to be in force if:

- (a) **Your** interest in **Your Activities** ceases other than by death; and/or
- (b) **Your Activities** are to be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the effective date (as shown in the **Schedule**) unless its continuance be admitted by memorandum signed by or on behalf of **Us**.

Nothing contained in this policy will give any person, persons, Limited or Public Limited Company or Limited Liability Partnership other than **You** any right against **Us** except for a person, persons, Limited or Public Limited Company or Limited Liability Partnership to whom the policy has been transferred and who has been approved by **Us**.

## 5.2 Practical precautions

**You** must:

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

**We** shall have no liability under the policy, if **You** fail to comply with these precautions unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

## 5.3 Claims Procedure

This condition does not apply to the Cyber Liability Section. Please refer to page 161 for the Cyber Liability Section Claim Procedure.

This condition does not apply to the Legal Expenses Section. Please refer to page 176 for the Legal Expenses Section Claim Procedure.

These are the conditions of the insurance that **You** need to meet as part of this policy. If **You** do not meet these conditions, **We** may need to reject a **Claim** payment or a **Claim** payment could be reduced. In some circumstances **Your** policy may not be valid.

- (a) **You must:**
- (i) notify **Us** as soon as practicably possible upon becoming aware of any loss to which cover will attach or to any **Claim** or circumstance that may give rise to a **Claim** and deliver to **Us** at **Your** own expense notice of a **Claim** with detailed particulars and proofs as may be required by **Us**;
  - (ii) forward to **Us** as soon as practicably possible any **Claim** by a third party or notice of any proceedings or any other correspondence and information received by **You** relating to the **Claim** on receipt;
  - (iii) give notification as soon as reasonably practicable to the police in respect of:
    - (1) vandalism; or
    - (2) theft or any attempted theft,in relation to this policy;
  - (iv) make no admission of liability or offer, promise or payment without **Our** written consent;
  - (v) inform **Us** as soon as practicably possible of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to **Us** as soon as practicably possible all relevant documentation;
  - (vi) take all practical action to minimise any interruption or interference to **Your Activities**;
  - (vii) produce to **Us** all books of account or other business books or documents or other proofs as may be required by **Us** for investigating or verifying the **Claim**.
- (b) **We will be entitled:**
- (i) on the happening of any **Damage** in respect of which a **Claim** is made under this policy and without thereby incurring any liability or diminishing any of **Our** rights under this policy to enter the **Premises** where **Damage** has occurred.

**Your** property shall remain **Yours** at all times. **We** will not take ownership of, accept liability for, sell or dispose of any of **Your** property unless **We** agree with **You** in writing that **We** shall do so;
  - (ii) at **Our** discretion to take over and conduct in **Your** name or that of any other person the defence or settlement of any **Claim** and to prosecute at **Our** own expense and for **Our** own benefit any **Claim** for cover or damages against any other persons in respect of any risk insured by this policy and **You** will give all information and assistance required by **Us**;
  - (iii) to any property for the loss of which a **Claim** is paid under this policy and **You** will execute all assignments and assurances of the property as may be required.

#### 5.4 Option to Rebuild

**We** may at **Our** option rebuild or restore the **Buildings** destroyed or portions damaged but are not bound to rebuild or restore the property exactly or completely and only as circumstances permit. **You** will give **Us** all plans, documents, books and information at **Your** own expense that **We** may require to carry out this work.

## 5.5 Other Insurances

Unless otherwise stated in this policy:

- (a) if at the time of an event giving rise to a **Claim** there is any other insurance effected by **You** or on **Your** behalf applicable to any event, **Our** liability will be limited to the rateable portion of such **Claim**;
- (b) if any other insurance is subject to any provision where it is excluded from ranking concurrently with this policy whether in whole or in part or from contributing rateably, then **Our** liability will be limited in respect of the event to any excess beyond the amount which would have been payable under the other insurance had this policy not been effected.

# Material Damage

## 6.1 Cover

**We** will cover **You** in respect of **Damage** occurring during the **Period of Insurance** at the **Premises**.

The sum insured under each item other than items applying solely to fees, rent, removal of debris, private dwelling houses, churches or **Buildings** in course of erection is separately limited by the underinsurance condition.

The maximum **We** will pay under this Section in any one **Period of Insurance** will not exceed:

- (a) the sum insured on each item; or
- (b) the total sum insured; or
- (c) any other maximum amount payable or limit of liability specified.

## 6.2 Basis of Settlement - Reinstatement

Unless otherwise stated in the **Schedule**, in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any **Claim** will be the reinstatement of the **Property Insured** lost, destroyed or damaged, however the following conditions will apply:

- (a) **Machinery Plant and All Other Contents** described in the **Schedule**, other than pedal cycles, personal items, rent or motor vehicle if insured, is lost or destroyed, **We** will pay for its rebuilding or replacement by similar **Property** in a condition as good as, but not better than or more extensive than, its condition when new.

If **Property Insured** is damaged, **We** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **We** will not pay more than **We** would have done if the **Property** had been completely destroyed;

- (b) The **Property Insured** may be replaced on another site and in a manner suitable to **Your** needs, but this must not increase **Our** liability;
- (c) All work must begin and be carried out as quickly as possible;
- (d) If, at the time of rebuilding or replacement, 85% of what it would have cost to replace the whole of the **Property Insured** under that item, is greater than the sum insured at the time the **Damage** occurred, **You** will be liable to bear a proportionate share of the loss;
- (e) **We** will not pay under this clause until **You** have incurred the cost of replacing or repairing the **Property Insured**;
- (f) **We** will cover **You** in respect of loss of rent as insured under this Section resulting from **Damage** to the **Buildings** for which rent is payable rendering it uninhabitable.

The maximum amount that **We** will pay **You** under this clause will be the proportion of the sum insured which equals but does not exceed the proportion of the period of rent insured necessary to make the building fit for occupation.

### 6.3 Basis of Settlement – Indemnity

The amount payable in respect of **Stock** and/or all other **Property Insured** will be the value at the time of **Damage** or at **Our** option the cost of reinstatement or replacement of the **Property Insured** or any part of it provided that if at the time of **Damage** the sum insured for the item is less than 85% of the value of the item insured then **Our** liability will be limited to that proportion of the **Damage** which the sum insured bears to the value of the **Property Insured**.

However in respect of

- (a) Second-hand **Stock** which is purchased by **You**, cover will be based on the purchase price or the market value whichever is the lower. If in relation to any **Claim You** have failed to comply with the following, **You** will lose **Your** right to cover under this Section. **You** must keep a record of the second-hand **Stock** purchase price, together with invoices and receipts.
- (b) Second-hand **Stock** which has been donated to **You**, cover will be based on the cost to replace **Stock** at the time of **Damage** with material of like kind and quality less allowance for physical deterioration, physical depreciation, obsolescence or depletion, and calculated by using books, records and documents **We** require to assess **Your Claim** unless the Clause 6.2 – Basis of Settlement – Reinstatement or any other alternate basis of settlement is stated to apply.

### 6.4 Additional Peril - Subsidence

This Section extends to include the following additional event.

#### **Subsidence**

**We** will cover **You** in respect of **Damage** at the **Premises** caused by subsidence or ground heave of the site of the **Property Insured** or landslip. **We** will only cover **You** in respect of **Damage** to forecourts, roads, pavements, car parks, driveways, footpaths, swimming pools, terraces or patios, walls, gates, hedges, fences or yards if **Damage** also occurs to the structure of any **Building** to which the **Property** applies and that **Building** is insured by this Section.

**We** will not cover **You** in respect of:

- (a) **Damage** caused by:
  - (i) collapse, cracking, shrinking or settlement of any building;
  - (ii) coastal or river bank erosion;
  - (iii) defective design or inadequate construction of foundation;
  - (iv) demolition, structural alteration or repair;
  - (v) settlement or movement of made up ground.
- (b) **Damage** as a result of movement of solid floor slabs.

However, **We** will cover **You** in respect of **Damage** not otherwise excluded if there is **Damage** to the foundations beneath the exterior walls of the **Premises** at the same time.

- (c) the **Excess** stated in the **Schedule**.

## 6.5 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

### (a) Automatic Reinstatement of Sum Insured

The sums insured stated in the **Schedule**, will not be reduced by the amount of any **Claim** unless **We** or **You** give notice to the contrary.

However, **You** must pay the additional premium required to reinstate the sums insured after a **Claim**.

### (b) Bequeathed Property

**We** will cover **You** in respect of **Damage** occurring during the **Period of Insurance** to bequeathed properties for which **You** are responsible following the administration of a deceased persons assets situated anywhere in the **United Kingdom**.

The maximum **We** will pay in respect of any bequeathed **Property** is

- (i) **Buildings** £250,000 or 10% of the total buildings sum insured whichever is the lower
- (ii) **Machinery, Plant and All Other Contents:**
  - (1) £10,000 any one item excluding rare books, works of art, jewellery and precious stones; and
  - (2) £1,000 any one rare book, works of art, jewellery or precious stones and £10,000 in total for any one **Claim**; and
  - (3) £25,000 any one **Claim**.

**You** must

- (1) provide **Us** with details of any bequeathed **Property** as soon as practicably possible, but at least within three months from the commencement date of **Your** interest in the bequeathed **Property**
- (2) specifically insure such **Property** with **Us** from the date such **Property** legally belongs to **You**
- (3) pay the agreed additional premium.

**We** will not cover **You**

- (a) if the bequeathed **Property** is more specifically insured.
- (b) in respect of
  - (i) vehicles licensed for road use including accessories on or attached to the vehicle
  - (ii) caravans or trailers
  - (iii) watercraft or aircraft
  - (iv) livestock
  - (v) growing crops or trees

unless specifically agreed in writing by **Us**.

(c) in respect of items more specifically excluded under the Policy Exceptions

(c) **Capital Additions**

**We** will cover **You** in respect of **Damage** to:

- (i) newly built and/or newly acquired **Buildings** and/or machinery;
- (ii) alterations, additions and improvements to **Buildings** and/or **Machinery, Plant and All Other Contents**, but not in respect of any appreciation in value

situated anywhere in the **United Kingdom**.

The maximum **We** will pay in respect of any one location, under this extension is

- (1) 10% of the total **Buildings** and **Machinery, Plant and All Other Contents** Sum Insured by this Section; or
- (2) £1,000,000

whichever is lower.

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

(d) **Change in Temperature**

The insurance on each **Building, Machinery Plant and All Other Contents** and **Stock** item stated in the **Schedule**, extends to include **Damage** caused by change in temperature, resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus, by any **Insured Event**.

(e) **Computer Systems Records**

**We** will cover **You** in respect of computer systems records but only for:

- (i) the value of the materials;
- (ii) the cost of labour and computer time spent in reproducing them;
- (iii) the costs incurred in reproducing any information to be recorded.

The maximum **We** will pay in respect of any one **Claim** is £25,000.

(f) **Continuing Interest and Hire Charges**

In the event of **Damage** at the **Premises** where **You** are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of **Property** for which **You** are responsible and which is not otherwise insured **We** will pay charges incurred.

(g) **Contract Sale Price**

If goods sold but not delivered, for which **You** are responsible, suffer **Damage** insured by this Section and because of this, the contract of sale is cancelled under the conditions of sale, **Our** liability will be on the basis of the contract price for the goods which have suffered **Damage**.

Any calculation for the purpose of underinsurance will be on the basis of the contract price for all goods sold but not delivered, whether suffering **Damage** or not.

(h) **Contractor's Interest**

Where **You** are required to effect insurance on the **Buildings** in the joint names of **You** and the contractor under the terms of a condition in the contract between **You** and the contractor then the interest of the contractor in the **Buildings** as a joint insured is noted provided **You** shall advise **Us** of details of any single contract valued in excess of £250,000 excluding VAT or ten percent ( 10%) of the sum insured or the **Property Insured**, whichever is the less, and pay any additional premium **We** may require.

(i) **Contract Works**

The insurance includes any contract works and unfixed goods and materials introduced to the site of the **Buildings** for the purposes of alterations or improvements to the **Buildings** for which **You** are responsible, subject to the contract price not exceeding £250,000 excluding VAT. The **Excess** under this extension is £500.

(j) **Customers' Goods**

The **Stock** stated in the **Schedule** extend to include:

- (i) customers' goods;
- (ii) goods for which **Your** customers are legally responsible, while these goods are temporarily in **Your** custody or control and for which **You** have accepted responsibility but only to the extent they are not more specifically insured.

(k) **Day One (Non Adjustable)**

Applicable only to those items showing a (Declared Value) as stated in the **Schedule**:

- (i) The first and annual premiums are based upon the Declared Value as stated in the **Schedule**.

Declared Value means the amount shown in brackets above the sum insured and is **Your** assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with Clause 6.2(a) at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- (1) the additional cost as detailed in the European Union and Public Authorities extension of this Section to comply with:
  - (a) European Union legislation;
  - (b) Act of Parliament;
  - (c) By-laws of any Public Authority;
- (2) professional fees;
- (3) debris removal costs.

- (ii) **You** must notify **Us** of the Declared Value at the start of each **Period of Insurance**.

If **You** fail to notify **Us** of the Declared Value at the start of any **Period of Insurance**, **We** will use the last Declared Value notified to **Us** plus an amount as detailed in the Index Linking extension for the following **Period of Insurance**.

- (iii) Clauses 6.2(d) and 6.2(e) are restated as follows:

If, at the time of the **Damage**, the Declared Value is less than the cost of reinstatement of the **Property Insured**, arrived at in accordance with Clause 6.2(a), at the start of the **Period of Insurance**, **Our** liability for any **Damage** will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the **Property Insured** arrived at in accordance with Clause 6.2(a);

**We** will not pay under this clause until **You** have incurred the cost of replacing or repairing the **Property**.

- (iv) The maximum **We** will pay in respect of the **Premises** based on this clause is as stated in the **Schedule**.

(l) **Debris Removal**

Unless separately insured under this Section, the sum insured for each item, other than rent if insured, includes costs and expenses **You** incur, with **Our** written consent, for:

- (i) removal of debris;
- (ii) dismantling or demolishing;
- (iii) shoring up or propping of the parts of the **Property** which have suffered **Damage** insured under this Section.

**We** will not cover **You** in respect of costs and expenses:

- (1) incurred in removing debris from anywhere other than the site of the **Damage** and the area immediately adjacent to it;
- (2) arising from **Pollution** of **Property** not insured by this Section or more specifically insured.

(m) **Drains**

The sum insured for each **Buildings** and **Machinery, Plant and All Other Contents** item extends to include an amount incurred by **You** and which **We** agree to for cleaning and/or clearing and/or repairing of:

- (i) drains;
- (ii) sewers;
- (iii) gutters;

for which **You** are responsible, following **Damage** insured by this Section.

(n) **European Union and Public Authorities**

Following **Damage** insured by this Section to any item of **Buildings**, blocks of flats, furniture, machinery or **Tenants Improvements** described in the **Schedule**, **We** will pay the additional costs of reinstating the **Property Insured** necessary to comply with any:

- (i) European Union legislation;
- (ii) Act of Parliament;

(iii) By-laws of any Public Authority.

**We** will not cover **You** in respect of:

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

The reinstatement of the **Property Insured**:

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

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

The maximum **We** will pay under this extension in respect of any one item is the item sum insured.

(o) **Exhibitions**

**We** will cover **You** in respect of **Damage** to **Machinery, Plant and All Other Contents** and/or **Stock** whilst at exhibitions that do not exceed seven days duration anywhere in the European Union including whilst in transit to and from.

The maximum **We** will pay is £25,000 for any one occurrence.

**We** will not cover **You** in respect of theft from any **Unattended Vehicles**.

(p) **Falling Trees**

**We** will cover **You** in respect of

- (i) the cost of removing fallen trees belonging to **You** or for which **You** are responsible but only where there has been **Damage to Property**
- (ii) the cost of felling, lopping or pruning trees belonging to **You** or for which **You** are responsible at the **Premises** to prevent the immediate threat of **Damage to Property** or for safeguarding life.

The maximum **We** will pay in respect of any one **Claim** is £2,500.

(q) **Fire and Rescue Services Damage**

**We** will cover **You** in respect of costs and expenses incurred in reinstating or repairing landscaped gardens and grounds following **Damage** caused by emergency services equipment or personnel in the course of combating or reducing **Damage** covered by this Section.

The maximum **We** will pay in respect of any one **Claim** is £25,000.

(r) **Fire Extinguishing Expenses**

**We** will cover **You** in respect of costs and expenses incurred in refilling, recharging or replacing any:

- (i) portable fire extinguishing appliances;
- (ii) local fire suppression system;
- (iii) fixed fire suppression system;
- (iv) sprinkler installation;
- (v) sprinkler heads;

as a result of **Damage** as insured by this Section.

**We** will not cover **You** in respect of any costs and expenses recoverable from the maintenance company or fire service.

If in relation to any **Claim You** have failed to fulfil the following condition, **You** will lose **Your** right to cover or payment for that **Claim**.

**You** must maintain all equipment in accordance with the manufacturer's instruction under contract with a company which is acceptable to **Us**.

The maximum **We** will pay in respect of any one **Claim** is £25,000.

(s) **Further Investigation Costs**

Where **You** have suffered **Damage** to **Buildings** and in the opinion of a competent construction professional there is a possibility of other **Damage** to a portion of the same **Buildings** which is not immediately apparent **We** will pay the costs incurred by **You** with **Our** written consent in establishing whether or not **Damage** has occurred.

(t) **Glass**

**We** will cover **You** in respect of:

- (i) accidental breakage (including the cost of boarding up) of fixed glass including stained glass at the **Premises**;
- (ii) **Damage** at the **Premises** to:
  - (1) contents of display windows;
  - (2) window and door frames;
- (iii) the cost of removing and reinstating obstructions to replace glass;
- (iv) the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- (v) breakage of fixed sanitary ware at the **Premises**

occurring during the **Period of Insurance**.

The maximum **We** will pay in respect of item (ii) above is £25,000 unless stated in the **Schedule** in respect of the total of all losses during any one **Period of Insurance**.

**We will not cover You** in respect of:

- (1) **Damage** to glass in:
  - (a) light fittings;
  - (b) signs;
  - (c) **Stock** and materials in trade or goods in trust;
  - (d) **Vehicles**;
  - (e) vending machines;
- (2) **Damage** to glass caused by:
  - (a) scratching;
  - (b) gradual deterioration or wear and tear;
  - (c) change in colour or finish;
- (3) breakage of glass:
  - (a) while the **Premises** are **Unoccupied** or disused;
  - (b) in transit or while being fitted;
  - (c) by workmen carrying out alterations or repairs to the **Premises**;
- (4) the **Excess** stated in the **Schedule**;
- (5) breakage of cracked or scratched glass or glass that was in any way defective at the time cover was effected.

(u) **Inadvertent Failure to Insure**

The insurance provided by this Section is extended to include any **Premises** in the **United Kingdom** which **You** own or for which **You** are responsible for insuring but which **You** have inadvertently failed to insure.

Provided that:

- (i) as soon as practicably possible **You** notify **Us** of the **Premises** and arrange specific cover with **Us** and pay any additional premium due;
- (ii) this insurance will not apply in respect of any cause or cover otherwise excluded from this Section and is limited to all the terms conditions and exclusions of the policy;
- (iii) **Our** liability for all losses or series of losses arising directly from the same originating cause will not exceed 20% of the total sum insured per **Premises** or £1,000,000 whichever is the lesser amount for all losses or series of losses arising directly from the same originating cause.

(v) **Incompatibility of Computer Systems Records**

**We will cover You** in respect of:

- (i) the cost of modifying the **Computer and Electronic Equipment**; or

- (ii) the cost of replacing computer system records and the cost of reinstating programmes or the information on them

(whichever is the less) following **Damage** which has resulted in undamaged **Computer and Electronic Equipment** being incompatible with any replacement **Computer and Electronic Equipment**.

The maximum **We** will pay in respect of any one **Claim** is £25,000.

(w) **Index Linking**

**We** will adjust the sums insured (and the Declared Values where appropriate) by each item of **Property Insured** other than **Stock** in line with suitable indices of costs and the premium for renewal will be based on the adjusted amounts.

(x) **Interested Parties**

The interest of other parties in this insurance is noted. In the event of **Damage** as insured by this Section, the nature and extent of the interest will be disclosed to **Us** by **You**.

(y) **Lamps, Signs and Nameplates**

**We** will cover **You** in respect of **Damage** to

- (i) lamps
- (ii) signs
- (iii) nameplates at the **Premises**.

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

(z) **Loss of Metered Utilities**

**We** will pay for charges for which **You** are responsible, if metered water, gas, electricity, oil or any other utility is accidentally discharged from a metered water, gas, electricity or oil system providing service to the **Premises**.

**We** will not cover **You** in respect of **Damage** whilst the **Premises** are **Unoccupied** or disused.

The maximum **We** will pay in respect of any one **Claim** is £25,000.

(aa) **Motor No Claims Discount and Excess Protection**

At **Your** request, in the event of any driver authorised by **You**:

- (i) being involved in a motor accident which is their fault, or
- (ii) having their motor vehicle damaged whilst parked, and

where no recovery can be made from any third party, occurring during the **Period of Insurance** when they are using their own motor vehicle in a voluntary capacity in respect of **Your Activities**, **We** will pay the amount of:

- (1) any policy contribution paid or required to be paid under the private motor insurance policy by the policyholder
- (2) benefit for the loss of reduction of a policy No Claim Discount under the private motor insurance as detailed in the table below:

**We** will not provide cover for fire or windscreen **Claims**

<b>Annual Motor Premium (including IPT)</b>	<b>Benefit</b>
Up to £200	£40
£201 to £300	£60
£301 to £400	£80
£401 to £500	£100
£501 to £750	£130
£751 to £1,000	£160
£1,001 to £1,250	£180
£1,251 to £1,500	£200
£1,501 and over	£230

Subject to the following **Claims** settlement:

The authorised driver is to provide **Us** with:

- (b) the name of the motor policyholder (if different), and
- (c) the motor insurer's claim reference, and
- (d) a copy of the last motor renewal notice for a **Claim** under b) above,

The most **We** will pay:

- (i) the authorised driver or their legal representative for any **Claim** for No Claim Discount and policy contribution is £300
- (ii) is £1,000 for any one authorised driver/motor policyholder in any one **Period of Insurance**

(bb) **Non-invalidation**

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

- (i) act; or
- (ii) omission; or
- (iii) alteration

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

However, **You** must:

- (1) notify **Us** as soon as practicably possible after **You** become aware of any act, omission or alteration; and
- (2) pay any additional premium required.

(cc) **Professional Fees**

The sum insured for each item, excluding **Stock**, includes an amount for professional fees incurred in reinstating or repairing the **Property Insured**, following **Damage** insured by this Section.

**We** will not cover **You** in respect of fees:

- (i) more specifically insured;
- (ii) incurred in making a **Claim**.

(dd) **Property at Fundraising and Catering Events**

**We** will cover **You** in respect of **Damage** insured by this Section to **Stock** and/or **Machinery, Plant and All Other Contents** while

- (i) at any fundraising event or event where **You** are providing outside catering which does not exceed seven days
- (ii) in the course of demonstration, construction, erection or dismantling at any such event
- (iii) in transit thereto and therefrom in the European Economic Area.

The maximum **We** will pay in respect of any one **Claim** is £5,000. **We** will not cover **You** in respect of **Damage**

- (1) caused by or happening through
  - (a) defective or inadequate packing, insulation or labelling
  - (b) evaporation or ordinary leakage
  - (c) delay
  - (d) inadequate documentation
  - (e) shortage in weight
- (2) occurring outside of the European Economic Area

(ee) **Property at Home**

If **Machinery, Plant and All Other Contents** are insured under this Section, **We** will cover **You** in respect of **Damage** occurring during the **Period of Insurance** to **Machinery, Plant and All Other Contents** used and kept at the home of any **Your Trustees**, partners, directors or **Employees** for the purposes of **Your Activities** – provided the home is in the **United Kingdom**.

The maximum **We** will pay in respect of any one loss is £10,000

(ff) **Raffle Prizes and Donations**

**We** will cover **You** in respect of **Damage** to raffle prizes and donated goods to be used for fund raising events situate anywhere in the **United Kingdom**.

The maximum **We** will pay is

- (i) £1,500 in respect of any one **Claim**.
- (ii) £500 in respect of any one item.

(gg) **Seasonal Stock Increase**

The sum insured in respect of **Stock** will be increased by 25% for the months of November, December and January and for the 31 days immediately preceding Easter Day or for any other period selected by **You** and agreed by **Us** in writing.

(hh) **Self-contained Offices**

**We** will cover **You** in respect of **Damage** to the **Property Insured** at the **Premises** caused by theft or attempted theft not involving entry or exit by forcible and violent means where such theft is from a self contained and lockable office space within shared commercial accommodation. The **Excess** is £500.

(ii) **Services**

Each **Building**, block of flats or machinery item(s), described in the **Schedule** includes service meters, pipes, cables and instruments which **You** own or for which **You** are responsible, associated to the **Premises**, while:

- (i) in adjoining yards;
- (ii) on roadways;
- (iii) underground.

(jj) **Seventy Two Hours Clause**

**Damage** caused by riot, civil commotion, earthquake, storm, tempest, flood, subsidence or landslip occurring in any one period of 72 (seventy two) consecutive hours during any one **Period of Insurance** shall constitute one **Insured Event** for the purposes of this Section. The **Excess** shall apply separately to each selected period as follows:

**You** shall select the time from which any such period shall commence but no 2 (two) such selected periods shall overlap.

(kk) **Subrogation Waiver**

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

- (i) any company whose relationship to **You** is either a parent to subsidiary or subsidiary to parent;
- (ii) any company which is a subsidiary of a parent company of which **You** are a subsidiary;

as defined in, or within the meaning of the relevant Companies Act or Companies (Northern Ireland) Order, current at the time of the **Damage**.

(ll) **Temporary Removal**

**We** will cover **You** in respect of **Damage** insured under this extension whilst **Property Insured** is temporarily removed including whilst in transit to and from:

- (i) anywhere in the **United Kingdom** or the Republic of Ireland;
- (ii) any other country within the European Union.

The maximum **We** will pay is 15% of the sum insured for each item.

**We** will not cover **You** in respect of:

- (1) **Property** removed for sale or exhibition;
- (2) **Property** kept in storage.

(mm) **Theft Damage to Buildings**

**We** will cover **You** in respect of **Damage** to **Buildings** at the **Premises**, for which **You** are responsible by:

- (i) theft or attempted theft involving entry to or exit from the **Buildings** by forcible and violent means; or
- (ii) theft involving violence or threat of violence to **You**, **Your** partners, directors or **Employees**.

**We** will not cover **You** in respect of:

- (1) **Damage**
  - (a) caused to any **Property** other than **Buildings**;
  - (b) caused by any person lawfully in the **Buildings**;
  - (c) while the **Building** is **Unoccupied** or disused;
  - (d) more specifically insured;
- (2) the **Excess** stated in the **Schedule**.

(nn) **Theft of Fixed Fabric of Buildings**

**We** will cover **You** in respect of theft of the fixed fabric of the **Buildings** including fixed external CCTV equipment, security lighting, alarm equipment, television and radio receiving aerials and satellite dishes where **Buildings** are shown as insured in the **Schedule**.

(oo) **Theft of Keys**

**We** will cover **You** for the cost of replacing locks and keys to the **Buildings**, intruder alarm systems, safes, strongrooms or tills provided that:

- (i) the original keys were stolen from the **Buildings** or the private residence of **You** or any authorised **Employee**;
- (ii) keys are not left in the **Buildings**, other than any private residential portion of the **Buildings**, when closed for business nor in an unattended room during **Working Hours** unless locked in a safe, cupboard or drawer.

(pp) **Trace and Access**

**We** will pay costs and expenses incurred with **Our** written consent:

- (i) in locating the actual source of **Damage**;
- (ii) any repairs directly arising from (i);
- (iii) the costs of repairing tanks, apparatus or pipes which have been damaged by freezing,

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

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

(qq) **Transfer of Interest**

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

- (i) the contract has not yet been completed; and
- (ii) the **Building** has not yet been insured by or on behalf of the purchaser; and
- (iii) the purchase is subsequently completed.

**We** will cover the purchaser to the extent that this Section insures that **Building**.

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

(rr) **Unauthorised Use of Metered Utilities**

**We** will pay for charges for which **You** are responsible if water, gas or electricity from a metered system providing service to the **Premises** is used by unauthorised persons taking possession, keeping possession or occupying the **Premises** without **Your** authority provided that all practical steps are taken to terminate the unauthorised use as soon as it is discovered.

The maximum **We** will pay in respect of any one **Claim** is £2,500.

**We** will not cover **You** in respect of charges incurred unless the **Premises** have been inspected weekly by **You** or a responsible person on **Your** behalf before the unauthorised occupation of the **Premises**.

(ss) **Underground Services**

Where **We** provide cover in respect of **Your Buildings**, or **You** are liable as tenant, **We** will cover **You** in respect of accidental damage to underground:

- (i) pipes;
- (ii) cables,

which extend from the **Buildings** to the public mains.

**We** will not cover **You** in respect of:

- (1) the cost of maintenance;
- (2) any other exclusions stated in this section;
- (3) the **Excess** stated in the **Schedule**.

(tt) **Workmen**

Repairs and minor structural alterations may be carried out at the **Premises** without affecting this insurance.

## 6.6 Exclusions

**We** will not cover **You** in respect of:

- (a) **Damage** caused by or consisting of:
- (i) an existing or hidden defect;
  - (ii) **Wear and Tear**;
  - (iii) Frost;
  - (iv) faulty design or faulty materials used in its construction;
  - (v) faulty workmanship, operating error or omission by **You** or any **Employee**;
  - (vi) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which **You** own or control;
  - (vii) the bursting of:
    - (1) a boiler;
    - (2) other equipment;not being used for domestic purposes where the internal pressure is due to steam only and belongs to **You** or is under **Your** control.

However **We** will cover **You** in respect of any subsequent **Damage** which results from a cause not otherwise excluded.

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

However, **We** will cover **You** in respect of:

- (1) **Damage** not otherwise excluded from any other accidental cause;
- (2) any subsequent **Damage** which itself results from a cause not otherwise excluded.

- (c) **Damage** caused by **Pollution**.

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

- (i) **Pollution** which results from **Damage**;
- (ii) **Damage** which results from **Pollution**.

- (d) **Damage** caused by or consisting of:
- (i) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe;
  - (ii) normal settlement of new structures;
  - (iii) acts of fraud or dishonesty;
  - (iv) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error;
  - (v) theft or attempted theft unless:
    - (1) involving entry to or exit from the **Buildings** by forcible and violent means;
    - (2) involving violence or threat of violence to **You**, **Your** partners, directors or **Employees**;
    - (3) provided for under the theft damage to **Buildings** extension of this Section;
  - (vi) theft or attempted theft from any **Unattended Vehicle** unless there is evidence of forcible and violent entry into the **Vehicle**;
- (e) **Damage** to a structure caused by its own collapse or cracking.
- However, **We** will cover **You** in respect of **Damage** not otherwise excluded.
- (f) **Damage** to:
- (i) gates;
  - (ii) fences;
  - (iii) moveable **Property** in the open
- by
- (1) wind;
  - (2) rain, hail, sleet or snow;
  - (3) flood;
  - (4) dust.
- (g) **Damage** by or resulting from:
- (i) **Property Insured** undergoing any process involving the application of heat; or
  - (ii) **Damage** (other than by fire or explosion) resulting from **Property** undergoing any process of:
    - (1) production and packaging;
    - (2) treatment, testing or commissioning;
    - (3) servicing or repair.

(h) **Damage** while any **Building** is **Unoccupied** or disused caused by:

- (i) escape of water from any tank, apparatus or pipe;
- (ii) malicious persons;
- (iii) theft or attempted theft.

However, **We** will cover **You** in respect of such **Damage** if it is caused by fire or explosion and is not otherwise excluded.

(i) **Damage** in respect of:

- (i) glass not being fixed glass forming part of the structure of the **Buildings**;
- (ii) china, earthenware, marble or other fragile objects (not including **Stock** in trade).

However, **We** will cover **You** in respect of such **Damage** if it is not otherwise excluded.

(j) **Damage** in respect of:

- (i) **Vehicles** licensed for road use including accessories on or attached to them;
- (ii) caravans or trailers;
- (iii) railway locomotives or rolling stock;
- (iv) watercraft or aircraft;
- (v) **Property** in the course of construction including materials for use in the construction industry;
- (vi) land, roads or pavements, piers, jetties, bridges, culverts or excavations;
- (vii) livestock;
- (viii) growing crops or trees.

(k) **Damage** more specifically insured by **You** or on **Your** behalf.

(l) any **Damage** resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (i) civil commotion in Northern Ireland;
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

(m) the **Excess** as stated in the **Schedule**

## 6.7 Conditions

(a) **Change of Occupancy**

**You** must tell **Us** as soon as practicably possible if:

- (i) any **Buildings** stated in the **Schedule** become **Unoccupied** or disused;
- (ii) any **Unoccupied** or disused **Buildings** stated in the **Schedule**, or any part of them becomes occupied.



(b) **Fire Extinguishing Appliances**

If in relation to any **Claim** for **Damage** caused by or resulting from fire, **You** have failed to fulfil the following condition, **You** may lose **Your** right to cover or payment for that **Claim**. **You** must maintain all fire extinguishing appliances on the **Premises**, so far as **Your** responsibility extends, in proper working order.

(c) **Minimum Security Standards**

If in relation to any **Claim** for **Damage** as insured by this section **You** have failed to fulfil any of the following conditions, **You** may lose your right to cover or payment for that **Claim**.

**You** must ensure that:

- (i) final exit doors are secured as follows:
- (1) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate;
  - (2) aluminium or UPVC framed doors – a cylinder operated mortice deadlock or a deadlocking multi-point system;
  - (3) all other external doors and internal doors giving access to any part of the buildings not occupied by **You** be fitted with either:
    - (a) any of the locking arrangements as specified in 1a) or 1b) above in accordance with the construction of the door frame; or
    - (b) two key operated bolts for doors, one fitted approximately 30cm from the top of the door and the other 30cm from the bottom;
  - (4) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom.

When the **Premises** are closed for business all locks fitted to final exit doors must be put into effect.

- (ii) All other external doors and internal doors leading to common areas or other premises, are secured:
- (i) by the means set out in 1) in this condition; or
  - (ii) by key operated security bolts fitted top and bottom.
  - (iii) All opening windows or roof lights accessible from the ground or via roofs, pipe work or other structures are secured by key operated locking devices or screwed permanently shut.
- (iii) Any security measures stipulated or agreed by **Us** in writing are in active operation.

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

(d) **Minimum Security Standards Co-Insurance**

If **You** fail to comply with Minimum Security Standards, and such failure caused or worsened a loss for **Damage** by theft or attempted theft, the amount of **Excess** for any **Claim** arising is increased to £500 or 10% of the amount of any **Claim** (whichever is greater), unless otherwise agreed by **Us** in writing.

(e) **Our Rights**

If **Damage** occurs which may lead to a **Claim** **We** may:

- (i) enter or take possession of the **Buildings** or the **Premises**;
- (ii) take possession of, or require to be delivered to **Us**, **Property Insured** which **We** will deal with in a reasonable manner without incurring liability or reducing **Our** rights.

**We** will not pay for **Damage** if **You** or anyone acting on **Your** behalf:

- (1) do not comply with **Our** requirement;
- (2) hinder or obstruct **Us**.

**You** are not entitled to abandon **Property** to **Us**.

(f) **Portable Space Heaters**

If in relation to any **Claim** **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to cover or payment for that **Claim**.

**You** must:

- (i) not place portable space heaters:
  - (1) where they are liable to be overturned or suffer mechanical damage;
  - (2) where flammable atmospheres exist;
  - (3) on combustible surfaces;
- (ii) keep portable space heaters clear of combustible materials;
- (iii) maintain a clear space of at least one metre around the portable space heater by using a non-combustible guard.

(g) **Premises Inspection**

If in relation to any **Claim** **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to cover or payment for that **Claim**.

**You** must:

- (i) examine the **Buildings** for any smoking/smouldering materials;
- (ii) place any smoking/smouldering materials found in non-combustible lidded receptacles;
- (iii) remove the contents of the receptacles daily from the **Buildings**;
- (iv) maintain and retain a daily log of examinations;
- (v) carry out a weekly management check of the daily log of examinations.

(h) **Underinsurance**

If at the time of the **Damage**, the sum insured 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.

## Business All Risks

### 7.1 Cover

**We** will cover **You** in respect of **Damage** occurring during the **Period of Insurance** anywhere within one of the following geographical limits as shown in the **Schedule**:

- (a) **United Kingdom.**
- (b) European Union – anywhere in the **United Kingdom** and the countries of the European Union.
- (c) Worldwide – anywhere in the world.

The maximum **We** will pay under this Section in any one **Period of Insurance** will not exceed:

- (i) the sum insured of each item; or
- (ii) the total sum insured; or
- (iii) any other maximum amount payable or limit of liability specified

### 7.2 Basis of Settlement – Reinsurance

Unless otherwise stated in the **Schedule** in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any **Claim** will be the reinstatement of the **Property Insured** lost, destroyed or damaged, limited to the following conditions:

- (a) If **Property Insured** under any **Buildings**, block of flats, furniture, **Machinery, Plant and All Other Contents** or **Tenants' Improvements** item described in the **Schedule**, other than pedal cycles, personal items, rent or motor vehicles if insured, is lost or destroyed, **We** will pay for its rebuilding or replacement by similar **Property** in a condition as good as, but not better than or more extensive than, its condition when new.

If **Property Insured** is damaged, **We** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

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

- (b) The **Property Insured** may be replaced on another site and in a manner suitable to **Your** needs, but this must not increase **Our** liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) If, at the time of replacement or repair 85% of what it would have cost to replace the whole of the **Property Insured** under that item is greater than the sum insured at the time the **Damage** occurred, **You** will be liable to bear a proportionate share of the loss.
- (e) **We** will not pay under this clause until **You** have incurred the cost of replacing or repairing the **Property Insured**.

### 7.3 Extension

This extension is subject otherwise to the terms, exclusions and conditions of the policy.

#### **Automatic Reinstatement of Sum Insured**

The sums insured stated in the **Schedule** will not be reduced by the amount of any **Claim** unless **We** or **You** give written notice to the contrary. **You** must pay the additional premium needed to reinstate the sum insured.

#### **7.4 Exclusions**

**We** will not cover **You** in respect of:

- (a) **Damage** caused by or consisting of:
- (i) an existing or hidden defect;
  - (ii) **Wear and Tear**;
  - (iii) frost;
  - (iv) faulty design or faulty materials used in its construction;
  - (v) faulty workmanship, operating error or omission by **You** or any **Employee**;
  - (vi) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which **You** own or control;
  - (vii) the bursting of:
    - (1) a boiler;
    - (2) other equipment;
  - (viii) not being used for domestic purposes where the internal pressure is due to steam only and belongs to **You** or is under **Your** control.

However, **We** will cover **You** in respect of any subsequent **Damage** which results from a cause not otherwise excluded;

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

However, **We** will cover **You** in respect of:

- (1) **Damage** not otherwise excluded and which itself results from any other accidental cause
- (2) any subsequent **Damage** which itself results from a cause not otherwise excluded;

(c) **Damage** caused by **Pollution**.

However, **We** will cover **You** in respect of **Damage**, not otherwise excluded, caused by:

- (i) **Pollution** which results from **Damage**;
- (ii) **Damage** which results from **Pollution**;

- (d) **Damage** caused by or consisting of:
- (i) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe;
  - (ii) normal settlement of new structures;
  - (iii) acts of fraud or dishonesty;
  - (iv) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error;
  - (v) theft or attempted theft unless:
    - (1) involving entry to or exit from the **Buildings** by forcible and violent means;
    - (2) involving violence or threat of violence to **You, Your** partners, directors or **Employees**;
  - (vi) theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle;

- (e) **Damage** by
- (i) fire resulting from its' undergoing any process involving the application of heat;
  - (ii) production or packaging;
  - (iii) treatment, testing or commissioning;
  - (iv) servicing or repair.

However, **We** will cover **You** in respect of this **Damage** if it is caused by fire or explosion;

- (f) **Damage** while the **Building** is **Unoccupied** or disused caused by:
- (i) escape of water from any tank, apparatus or pipe;
  - (ii) malicious persons;
  - (iii) theft or attempted theft.

However, **We** will cover **You** in respect of **Damage** if it is caused by fire or explosion;

- (g) **Damage** more specifically insured by **You** or on **Your** behalf;
- (h) indirect loss or **Damage**;
- (i) **Property Insured** by any marine policy;
- (j) **Property** which would be insured under any marine policy if this insurance did not exist.

However, **We** will cover **You** in respect of **Damage** not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed;

- (k) **Damage** to **Money**;
- (l) goods held in trust on commission unless specifically mentioned in the **Schedule**;
- (m) the **Excess** stated in the **Schedule**;

- (n) any **Damage** from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - (i) civil commotion in Northern Ireland;
  - (ii) any action taken in controlling preventing suppressing or in any way relating to a. above.

## 7.5 Conditions

### (a) Underinsurance

Each of the sums insured by this Section is limited to an underinsurance condition. This means that if at the time of **Damage**, the item sum insured is less than the total value of the **Property**, **You** will:

- (i) be responsible for the difference;
- (ii) bear a proportionate share of the loss.

### (b) Portable Computer Equipment

If in relation to any **Claim** for **Damage** by theft or attempted theft **You** have failed to fulfil any of the following conditions **You** may lose **Your** right to cover or payment for that **Claim**.

**You** must ensure that:

- (i) when **Portable Computer Equipment** is left in an **Unattended Vehicle**:
  - (1) the **Portable Computer Equipment** is concealed from view;
  - (2) the **Portable Computer Equipment** is stored in the boot or under the parcel shelf if the **Vehicle** is a private car;
- (ii) when **Portable Computer Equipment** is in transit by air it is carried as hand luggage;
- (iii) when **Portable Computer Equipment** is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard the vessel.

# Business Interruption

## 8.1 Cover

**We** will cover **You** for **Your** financial losses resulting solely and directly from an interruption to **Your Activities** caused by **Insured Damage to Property**

- (a) insured under any Property Section of this policy other than the Equipment Breakdown Section; or
- (b) elsewhere, but not under this policy, provided the **Damage** occurred whilst the **Property** was at the **Premises**

occurring during the **Period of Insurance** at the **Premises**.

Provided that there is in force at the time of the **Damage**, an insurance policy covering **Your** interest in the **Property** at the **Premises** for the **Damage** and:

- (i) payment has been made or liability admitted for **Damage**; or
- (ii) payment would have been made or liability would have been admitted for **Damage** but for the exclusion of losses below a stated amount in that insurance policy.

The maximum **We** will pay in respect of any one **Claim** is:

- (1) for any Item, the sum insured or limit of liability stated in the **Schedule**;
- (2) in aggregate, the total sum insured.

## 8.2 Basis of Settlement – Loss of Gross Revenue

The insurance by this item is limited to **Your** loss of gross **Revenue** due to:

- (a) reduction in **Revenue**; and
- (b) increase in cost of working.

The amount payable under this clause shall be:

- (i) in respect of reduction in **Revenue**, the amount by which the **Revenue** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Revenue**;
- (ii) in respect of increase in cost of working, the additional expenditure incurred for the sole purpose of avoiding or diminishing the reduction in **Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the loss of **Revenue** thereby avoided;

less any sum saved during the **Indemnity Period** in respect of such expenses and/or working costs as may cease or be reduced in consequence of the **Damage**, subject to the amount payable not exceeding the sum insured stated in the **Schedule**.

However, if the sum insured by this item is less than the annual **Revenue** (proportionately increased where the **Indemnity Period** exceeds twelve months) the amount payable will be proportionately reduced.

If during the **Indemnity Period**, **Your Activities** are conducted elsewhere than at the **Premises**, the money paid or payable in respect of such activities shall be taken into account in arriving at the **Revenue** during the **Indemnity Period**.

### 8.3 Basis of Settlement – Loss of Rent Receivable

The insurance by this item is limited to **Your** loss of Gross Rentals due to:

- (a) loss of **Rent Receivable**;
- (b) increase in cost of working; and
- (c) re-letting costs.

The amount payable under this Clause shall be:

- (i) in respect of loss of **Rent Receivable**, the amount by which the **Rent Receivable** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Rent Receivable**;
- (ii) in respect of increase in cost of working, the additional expenditure incurred for the sole purpose of avoiding or diminishing the reduction in **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of reduction thereby avoided;
- (iii) in respect of re-letting costs, the costs incurred during the **Indemnity Period** in re-letting the **Premises**, including legal fees in connection with the re-letting, but excluding any legal fees or other charges associated with re-letting which are payable by the tenant under the new lease agreement, solely in consequence of the **Damage**.

subject to the amount payable not exceeding the sum insured stated in the **Schedule**.

If during the **Indemnity Period**, accommodation is provided or services rendered elsewhere than at the **Premises** for the benefit of **Your Activities** either by **You** or by others on **Your** behalf, the money paid or payable in respect of such accommodation or services shall be taken into account in assessing the Gross Rentals during the **Indemnity Period**.

If at the date of the **Damage** any **Premises** are subject to a rent free period under the terms of the lease then the **Indemnity Period** stated in the **Schedule** shall be adjusted by adding the unexpired portion of the rent free period to the period shown in the **Schedule**.

### 8.4 Basis of Settlement – Additional Increased Cost of Working

The insurance by this item provides cover for the additional expenditure incurred during the **Indemnity Period** over and above the amount of the increased cost of working under the Loss of Gross Revenue or Loss of Gross Rentals covers incurred for the sole purpose of avoiding or diminishing the reduction in turnover, being the **Money** paid or payable to **You** for goods sold and delivered and for services rendered in the course of **Your Activities** at the **Premises**, which but for that expenditure would have taken place during the relevant **Indemnity Period**.

### 8.5 Basis of Settlement – Stand Alone Increased Cost of Working

The insurance by this item provides cover for the increased cost of continuing **Your Activities** during the **Indemnity Period** specified in the **Schedule** over and above the costs that would have been incurred during the same period had no **Damage** occurred. Such increased cost shall include for example the cost of moving to and from and the additional rent of temporary premises, additional rates and taxes on such premises and expenses incurred in equipping the said premises to make them suitable for **Your Activities**, additional cost in respect of additional staff and overtime and allowances for meals to existing staff incurred in order to minimise any interruption or interference with **Your Activities** during the **Indemnity Period**.

Cover shall be limited to the increased cost incurred to maintain **Your Activities** as existing immediately before the **Damage**.

**Our** liability under this item shall not exceed:

- (a) 50% of the sum insured during the first three (3) months; nor
- (b) a proportional share of the balance of the sum insured during each of the remaining months of the period shown in the **Schedule** as the **Indemnity Period**.

This item does not cover loss resulting from **Damage** to documents, manuscripts, business books, patterns, models, moulds, plans, designs and computer systems' records.

#### 8.6 **Limit of Liability**

- (a) **Our** liability under this section will not exceed:  
100% of the total sum insured shown in the **Schedule** for each other item stated in the **Schedule**.
- (b) For items noted in the **Schedule** as declaration linked.  
133 $\frac{1}{3}$ % of the sum insured shown in the **Schedule**

#### 8.7 **Automatic Extensions**

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

##### (a) **Act of a Competent Authority**

**We** will cover **You** in respect of loss resulting from interruption or interference with **Your Activities** as a result of prevention of access to the **Premises** by the Police Authority due to a danger or disturbance in the vicinity of the **Premises**.

However, **We** will not cover **You** for any interruption or interference lasting less than 12 hours.

**Our** liability under this extension for any one occurrence will not exceed £25,000

The provisions of any automatic reinstatement clause do not apply in respect of this extension.

##### (b) **Bomb Scare or Emergency Action**

**We** will cover **You** in respect of a loss resulting from closure of the **Premises** by a competent authority due to:

- (i) bomb scare, or
- (ii) an emergency that could endanger human life or neighbouring property.

However, **We** will not cover **You** for any:

- (1) closure of less than 4 hours
- (2) **Premises** in Northern Ireland
- (3) closure of the **Premises** by the competent local authority as a result of an occurrence of a **Notifiable Disease** (or the discovery of an organism resulting in or likely to result in the occurrence of a **Notifiable Disease**), defective drains or other sanitary arrangements or vermin or pests.

The most **We** will pay is £25,000 for any **Claim**.

(c) **Contract Sites**

Any site within the **United Kingdom** where **You** are carrying out a contract.

**Our** liability under this extension for any one occurrence will not exceed £25,000

(d) **Death or Adverse Publicity of a Patron**

(i) The death before the age of 70 of **Your** patron, being an authorised figurehead who is recognised by **You** as a patron and who uses their name to regularly raise awareness, financial contributions or obtain help from the public to benefit **Your Activities**.

(ii) **Your** patron being

- (1) investigated for, accused of committing or charged with any criminal act or offence
- (2) the subject of any Adverse Publicity, being harmful damaging and negative information concerning the individual which has been disseminated through television, newspapers, radio and electronic media to attract public notice.

The maximum **We** will pay in respect of any one **Period of Insurance** is £25,000.

The **Indemnity Period** under this extension shall be the period during which **Your Activities** are affected due to the death or adverse publicity of **Your** patron starting from the date:

- (1) **Your** patron dies
- (2) any investigation into an activity which has the potential to be punishable by law and is forbidden by statute commences
- (3) any adverse publicity outside **Your** control appears in the media

but for no longer than three months after such date.

**We** will not cover **You** in respect of

- (a) death of **Your** patron caused by or resulting from a pre existing medical condition
- (b) adverse publicity caused directly as a result of **Your Activities**
- (c) adverse publicity unless appearing in the following; media, television, newspapers, radio and electronic media.

(e) **Denial of Access**

**We** will cover **You** in respect of loss resulting from interruption or interference with **Your Activities** as a result of **Damage to Property** in the vicinity of the **Premises** which:

- (i) hinders or prevents the use of the **Premises** or access to them;
- (ii) causes a fall in the number of customers attracted to the vicinity of the **Premises**; whether the **Premises** used by **You** for **Your Activities** is damaged or not.

**Our** liability under this extension for any one occurrence will not exceed £100,000 or the total sum insured whatever is the lesser.

(f) **Failure of Gas Supply**

**We** will cover **You** for the accidental failure of **Your** supply of gas at the terminal ends of **Your** suppliers feed to the **Premises**.

The maximum **We** will pay in respect of any one **Period of Insurance** will be £50,000, unless any other limit is shown in the **Schedule** for Failure of Gas Supply.

**We** will not cover **You** in respect of any accidental failure

- (i) caused by the deliberate act of any supplier of gas
- (ii) caused by the exercise of any supplier of gas's power to withdraw or restrict supply or services
- (iii) caused by any industrial action
- (iv) other than at the premises in the **United Kingdom**
- (v) lasting less than four hours but this will not apply in respect of accidental failure resulting from **Damage** to any land based premises of
  - (1) **Your** supplier(s) of gas; and
  - (2) any natural gas producer directly linked to **Your** supplier(s) of gas, in the **United Kingdom**.

(g) **Failure of Telecommunications**

**We** will cover **You** for the accidental failure of **Your** supply of telecommunications and internet services at the incoming line terminal or receivers at the **Premises**.

The maximum **We** will pay for any one loss will be:

- (i) £100 for each day in respect of any one failure; or
- (ii) £2,500 in respect of all failures in any one **Period of Insurance**

unless any other limit is shown in the **Schedule** for Failure of Telecommunications.

**We** will not cover **You** in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services;
- (2) caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services;
- (3) caused by any industrial action;
- (4) caused by drought;
- (5) caused by atmospheric or weather conditions but this will not exclude accidental failure due to **Damage** to equipment caused by such conditions;
- (6) other than at the premises in the **United Kingdom**;
- (7) caused by the failure of any satellite;

(8) lasting less than 24 consecutive hours but this will not apply in respect of accidental failure resulting from **Damage** to any land based premises of **Your** supplier(s) of telecommunications and internet services in the **United Kingdom**.

(h) **Notifiable Diseases, Murder, Suicide and Defective Sanitation**

**We** will cover **You** in respect of loss resulting in interruption of or interference with **Your Activities** due to

- (i) **Notifiable Disease** occurring at or attributable to food or drink supplied from, the **Premises**;
- (ii) the discovery of an organism at the **Premises** likely to result in the occurrence of a **Notifiable Disease**;
- (iii) **Notifiable Disease** occurring within a radius of 5 miles of the **Premises**, which restricts the use of the **Premises** on the order or advice of the competent authority;
- (iv) the discovery of vermin or pests;
- (v) any accident causing defects in the drains or other sanitary arrangements, at the **Premises** which restricts the use of the **Premises** on the order or advice of the competent authority;
- (vi) any occurrence of murder or suicide at the **Premises**.

**Our** liability under this extension for any one occurrence will not exceed £25,000

The **Indemnity Period** under this extension shall be three months from the date of any occurrence.

The provisions of any automatic reinstatement clause do not apply in respect of this extension.

**We** will not cover **You** in respect of:

- (1) costs incurred in cleaning, repair, replacement, recall or checking of **Property**;
- (2) loss arising from premises other than those directly linked to the occurrence, discovery or accident.

**We** shall have no liability under this extension, if **You** do not ensure that the **Premises** complies at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-71 76-1 772-6 or any supplementary, replacement or amending Code of Practice unless **You** show that non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

(i) **Exhibition Sites**

**We** will cover **You** in respect of loss resulting from interruption or interference with **Your Activities** as a result of **Damage** at any site in the **United Kingdom**, where **You** are exhibiting goods.

**Our** liability under this extension for any one occurrence will not exceed £25,000

(j) **Failure of Electricity Supply**

The accidental failure of **Your** supply of electricity at the terminal ends of **Your** suppliers feed to the **Premises**.

The maximum **We** will pay in respect of any one **Period of Insurance** will be £50,000, unless any other limit is shown in the **Schedule** for Failure of Electricity Supply.

**We** will not cover **You** in respect of any accidental failure

- (i) caused by the deliberate act of any supplier of electricity
- (ii) caused by the exercise of any supplier of electricity's power to withdraw or restrict supply or services
- (iii) caused by any industrial action
- (iv) other than at premises in the **United Kingdom**
- (v) lasting less than four hours but this will not apply in respect of accidental failure resulting from **Damage** to any generating station or sub-station of **Your** supplier(s) of electricity, in the **United Kingdom** or France.

(k) **Failure of Water Supply**

The accidental failure of **Your** supply of water at the terminal ends of **Your** suppliers feed to the **Premises**.

The maximum **We** will pay in respect of any one **Period of Insurance** will be £50,000, unless any other limit is shown in the **Schedule** for Failure of Water Supply.

**We** will not cover **You** in respect of accidental failure

- (i) caused by the deliberate act of any supplier of water
- (ii) caused by the exercise of any supplier of water's power to withdraw or restrict supply or services
- (iii) caused by any industrial action
- (iv) caused by drought or other weather conditions unless equipment has been damaged
- (v) other than at premises in the **United Kingdom**
- (vi) lasting less than four hours but this will not apply in respect of accidental failure resulting from **Damage** to any water works or pumping station of **Your** supplier(s) of water, in the **United Kingdom**.

(l) **Loss of Attraction**

**Property** or premises within one mile of the boundary of the **Premises**, which directly results in a reduction in **Your Revenue** or **Rent Receivable** as insured by this Section.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this extension.

**We** will not cover **You** for any interruption or interference lasting less than 12 consecutive hours.

**Our** liability under this extension for any one occurrence will not exceed £25,000 or the sum insured detailed on the **Schedule** whatever is the lesser

(m) **Vehicles**

**We** will cover **You** in respect of loss resulting from interruption or interference with **Your Activities** as a result of **Damage** to any **Vehicle** belonging to **You** anywhere in the **United Kingdom** but not in any premises **You** occupy.

**Our** liability under this extension for any one occurrence will not exceed £50,000 unless otherwise specified in the **Schedule**

(n) **National Lottery Win including Essential Employees**

**We** will cover **You** in respect of loss resulting from interruption or interference with **Your Activities** as a result of the loss of an **Employee** from **Your** service as a result of:

- (i) the death of the **Employee**;
- (ii) bodily injury which in the opinion of an independent medical officer will in all likelihood prevent the **Employee** from carrying out their usual **Employment** or usual occupation for the remainder of their life caused solely and directly by violent, accidental, external and physical means not otherwise excluded by the terms of the Personal Accident Section.
- (iii) the **Employee** winning a prize on the national lottery, premium bonds or football pools providing their win exceeds £100,000

but excluding losses where the **Employee**;

- (1) has been employed by **You** for a period of less than twelve months;
- (2) has served notice or has been served notice of termination of their **Employment** before their death, bodily injury or prize winning;
- (3) has been absent from work through sickness, disability or suspension for a period exceeding 4 weeks at the time of their death, bodily injury or prize winning.

The insurance by this cover will only apply for the period beginning with the death or permanent total disablement or lottery win, premium bond win or football pools win and lasting no longer than the following three months.

(o) **Property in Transit**

**We** will cover **You** in respect of loss resulting from interruption or interference with **Your Activities** as a result of **Damage** to **Your Property** while in transit within the **United Kingdom** by:

- (i) road;
- (ii) rail;
- (iii) inland waterway.

**We** will not cover **You** in respect of impact to or collision with the conveying of:

- (1) road or rail vehicles;
- (2) waterborne craft.

**Our** liability under this extension for any one occurrence will not exceed £25,000

(p) **Second Hand and Donated Stock**

**Stock** at the **Premises** which is second-hand or has been donated to **You** (whether or not such **Stock** is replaced).

**We** will cover **You** up to the potential revenue which would otherwise be earned by **You** from such second-hand or donated **Stock**, based on **Your** sales records and accounts for the same 12 month period.

The maximum **We** will pay by this extension will not exceed £10,000 or the Sum Insured stated under the **Stock** item under the Material Damage Section on the **Schedule** whatever is the lesser.

(q) **Stored Property**

**We** will cover **You** in respect of loss resulting from interruption or interference with **Your Activities** as a result of **Damage** to **Your** property whilst stored in any premises within the **United Kingdom**.

**We** will not cover **You** in respect of:

- (i) property stored in any **Premises You** occupy; or
- (ii) property stored in any **Premises You** partially occupy.

**Our** liability under this extension for any one occurrence will not exceed £25,000

(r) **Customers**

**We** will cover **You** in respect of loss resulting from interruption or interference with **Your Activities** as a result of **Damage** to any of **Your** customers' premises within member countries of the European Union, Norway, Switzerland and Iceland.

**Our** liability under this extension for any one occurrence will not exceed £100,000 or the sum insured detailed on the **Schedule** whatever is the lesser.

(s) **Suppliers**

**We** will cover **You** in respect of loss resulting from interruption or interference with **Your Activities** as a result of **Damage** to any of **Your** suppliers' premises within member countries of the European Union, Norway, Switzerland and Iceland.

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

**Our** liability under this extension for any one occurrence will not exceed £100,000 or the sum insured detailed on the **Schedule** whatever is the lesser

## 8.8 **Optional Extension**

This extension is only applicable if stated as operative in the **Schedule** and is subject otherwise to the terms, exclusions and conditions of the policy.

### **Loss of Licence**

**We** will pay the reduction in the value during the **Period of Insurance** of **Your** interest in:

- (a) the **Premises**; or
- (b) **Your Activities**

following **Your Loss of Licence**.

The most **We** will pay is the limit of liability stated in the **Schedule**. In addition **We** will also pay for costs and expenses incurred with **Our** written consent where **You** appeal against the **Loss of Licence**.

**We** will not pay **You** where:

- (i) **You** are entitled to obtain payment of compensation under any legislation or By-law in respect of the refusal to renew the **Licence**.
- (ii) the **Loss of Licence** arises out of:
  - (1) any town planning improvement or redevelopment;
  - (2) a change in law;
  - (3) compulsory purchase or surrender;
  - (4) a reduction or redistribution of Licences.

### **Special Condition**

- (1) **You** must notify **Us** as soon as practicably possible and supply any additional information and give assistance as **We** may require if **You** become aware of any:
  - (a) complaint against **Your Activities** and/or the **Premises**;
  - (b) proceedings against or conviction of **Your Licence** holder manager tenant or occupier and/or the **Premises** for any breach of any relevant licencing law or regulation or any other matter where the character or reputation of the person concerned is affected or called into question with respect to their honesty moral standing or sobriety;
  - (c) change in **Your** tenancy or management and/or the **Premises**;
  - (d) transfer or proposed transfer of the **Licence**;
  - (e) alteration in the purpose for which the **Premises** is used;
  - (f) objection to renewal or other circumstances which may endanger the **Licence** or its renewal.
- (2) In the event of death bankruptcy or incapacity or desertion of the **Premises** or conviction for any offence (where the conviction affects the character or reputation of the convicted person with respect to their honesty moral standing or sobriety) of the **Licence** holder tenant manager or occupier **You** will where practicable and at **Our** request procure a suitable person to replace them and one to whom the **Licence** will be transferred or a new **Licence** will be granted by way of renewal.
- (3) In the event of the **Licence** being forfeited or refused renewal **You** must:
  - (a) give notice in writing to **Us** within 48 hours of receiving knowledge of the event stating the grounds upon which the **Licence** was forfeited or refused renewal;
  - (b) give all assistance as **We** may require for the purpose of an appeal against the forfeiture or refusal to renew and allow **Our** solicitors and **Us** full discretion in the conduct of the proceedings;

- (c) apply if practicable and if required by **Us** for the grant of the new **Licence** for the same or alternative premises as may enable **You** to continue **Your Activities** in a similar or alternative form;
- (d) provide a statement of **Your** loss if any together with any documents, statements and accounts as may be required by **Us** to verify the same and give **Us** free access to the **Premises** and **Your** books and accounts as may be necessary for ascertaining the value of any loss.

## 8.9 Exclusions

**We** will not cover **You** in respect of:

- (a) **Damage** caused by **Pollution**.

**We** will cover **You** in respect of loss resulting from **Damage**, unless otherwise excluded, caused by:

- (i) **Pollution** at the **Premises** which itself results from **Damage**;
  - (ii) any **Damage** which itself results from **Pollution**.
- (b) any **Damage** resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
    - (i) civil commotion in Northern Ireland
    - (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

## 8.10 Conditions

- (a) **Payments on Account**

**Claim** payments on account may be made to **You** during the **Indemnity Period**, if required.

- (b) **Fines or Damages**

**We** will pay in respect of fines or damages for breach of contract, the sums **You** are legally liable to pay and will pay in discharge of fines or damages incurred solely due to the **Damage** for non-completion or late completion of orders.

The maximum **We** will pay in respect of any one **Claim** is £50,000.

- (c) **Auditors and Professional Accountants**

**We** will pay **Your** auditors and professional accountants charges for:

- (i) producing information **We** require for investigating any **Claim**; and
- (ii) confirming the information is in accordance with **Your** business books.

The maximum **We** will pay for any **Claim**, including auditors and professional accountants charges, is the sum insured.

- (d) **Automatic Reinstatement**

The sums insured stated in the **Schedule** will not be reduced by the amount of any **Claim** unless **We** or **You** give written notice to the contrary.

However, **You** must pay the additional premium required to reinstate the sum insured.

# Special Extension to Material Damage, Business All Risks and Business Interruption

## 9.1 Claim Preparation Costs

**We** will cover **You** in respect of the exceptional costs and expenses incurred by **You**, in preparing any details required by **Us** in respect of **Your Claim** providing:

- (a) **We** have given **Our** written consent to the cost; and
- (b) those costs and expenses are not covered elsewhere,

limited to the terms and conditions specified under the Claims Condition at the front of the policy booklet and subject to the following:

- (i) In respect of **Claims** up to and including £500,000 **We** will pay 2.5% of the total **Claim** cost.
- (ii) Amounts between £500,000 and £1,000,000 **We** will pay 2% of the total **Claim** costs.
- (iii) Amounts above £1,000,000 **We** will pay 1.5% of the total **Claim** costs.

**We** will not cover **You** for the cost of negotiation with **Us** or **Our** representatives.

The maximum **We** will pay is £25,000 in respect of any one **Claim**.

## 9.2 Loss Reduction Expenses and Temporary Repairs

**We** will cover **You** for the costs and expenses incurred by **You** in:

- (a) preventing or reducing losses in the event of imminent **Damage** which would have been insured under this policy;
- (b) reducing losses as a result of **Damage** insured under this policy;
- (c) undertaking temporary repairs upon or expediting the permanent repair or replacement of **Property Insured** that has suffered **Damage**.

Provided that in respect of (a) and (b) above:

- (i) the impending **Damage** was not reasonably foreseeable earlier and would be the natural outcome if the costs and expenses were not incurred;
- (ii) the costs and expenses incurred did avoid or mitigate the **Damage**;
- (iii) **Our** liability will not exceed the amount of **Damage** avoided.

The maximum **We** will pay in respect of clauses (i), (ii) and (iii) of this clause is £25,000 in respect of any one **Claim**.

# Book Debts

## 10.1 Cover

**We** will cover **You**, as detailed in the Clause 10.2 – Basis of Settlement, in respect of loss following **You** being unable to trace or establish the **Book Debts** as a result of **Damage** to **Your** books of account or other business books or records at the **Premises**.

## 10.2 Basis of Settlement

- (a) The insurance in respect of **Books Debts** is limited to the loss sustained by **You** directly due to the **Damage**.

**We** will pay:

- (i) the difference between:
- (1) the **Book Debts**; and
  - (2) the total of the amounts received or traced;
- (ii) the additional expenditure incurred with **Our** written consent in tracing and establishing debit balances in **Your Customers' Accounts** after the **Damage**.

If the sum insured by this item is less than the **Book Debts** the amount payable will be proportionately reduced.

- (b) If **We** require any information to verify a **Claim Your** professional accountants at the time of the **Claim** may produce and report details contained in business books or records. Their report will be accepted as evidence of the details.

**We** will pay **Your** professional accountants' charges for:

- (i) producing information **We** require for investigating any **Claim**; and
- (iii) confirming the information in accordance with **Your** business books.

The maximum **We** will pay for any **Claim**, including professional accountants' fees, is the sum insured by this Section.

## 10.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

### (a) Automatic Reinstatement

The sum insured stated in the **Schedule** will not be reduced by the amount of any **Claim** unless **We** or **You** give written notice to the contrary.

However, **You** must pay the additional premium required to reinstate the sum insured.

### (b) Temporary Removal

**We** will cover **You** in respect of loss, as insured by this Section, resulting from **Damage** occurring within the **United Kingdom** or the Republic of Ireland to **Your** books of account, other business books or records whilst temporarily removed to any premises occupied by persons acting on **Your** behalf or whilst in transit but excluding **Damage** by theft from an **Unattended Vehicle**.



#### 10.4 Exclusions

**We** will not cover **You** in respect of:

- (a) loss resulting from **Damage** caused by or happening through pressure waves caused by aircraft or other aerial devices;
- (b) loss resulting from **Pollution** except loss resulting from **Damage** not otherwise excluded caused by;
  - (i) **Pollution** at the **Premises** which itself results from **Damage**
  - (ii) **Damage** which itself results from **Pollution**.
- (c) any **Damage** resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - (i) civil commotion in Northern Ireland;
  - (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above

# Terrorism

## 11.1 Cover

The Material Damage and Business Interruption Sections extend to include **Damage** to the **Property Insured**, situated in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and loss as stated under the Business Interruption Section occasioned by or happening through or in consequence of acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the **United Kingdom** or any other government de jure or de facto certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor or other relevant authority.

**Our** liability under this Section in respect of all losses arising from any one occurrence and, where applicable under this policy, in the aggregate in any one **Period of Insurance** shall not exceed the limits as otherwise specified in this policy.

In any action, suit or other proceedings where **We** allege that by reason of this extension any **Damage** or business interruption is not covered by this Section (or is covered only up to a specified limit of liability) the burden of proving that such **Damage** or business interruption is covered (or is covered beyond that limit of liability) shall be upon **You**.

## 11.2 Exclusions

This Section does not apply to or include cover for or arising out of or relating to:

- (a) any land or building of which any part is:
  - (i) insured in the name of an individual; or
  - (ii) occupied as a private residence, or owned or occupied in the name of an individual, unless
    - (1) the part so occupied/owned is less than 80% of the land or building as a whole; and
    - (2) the proportion of such land or building which is commercially occupied is more than 20%; and
    - (3) any part which is occupied as a private residence, or owned or occupied in the name of an individual, is insured:
      - (a) under the same policy to which this Section applies and which otherwise insures the part which is not so occupied, or owned or occupied, or
      - (b) separately, but in any event not in the name of an individual

(where any person holds or owns flats or houses insured hereunder as a trustee pursuant to the terms of a trust, or by way of a business as a sole trader, such person shall not be construed as an 'individual' for the purposes of this exclusion, unless such person occupies any such flat – not include a block of flats – or house as a private residence).

- (b) war and allied risks, defined as any loss whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

- (c) digital or cyber risks, defined as any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
- (i) the alteration, modification, distortion, corruption of or **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits or receives **Data** or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or
  - (ii) any alteration, modification, distortion, erasure, corruption of **Data** processed by any such computer or other equipment or component or system or item;

whether the property of the Insured or not, where such **Damage** is directly or indirectly caused, contributed to, arising from, occasioned by or resulting from **Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack**.

- (d) any **Nuclear Installation or Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains, or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation or Nuclear Reactor**.

### 11.3 Special Conditions

- (a) The Terrorism Insurance provided by this Section is not subject to any of the exclusions specified in this policy other than those specifically in respect of this Section as shown under Exclusions above.
- (b) The Terrorism Insurance provided by this Section is subject to all the terms, conditions, deductibles and limits of this policy except as expressly varied hereby.
- (c) The Terrorism Insurance provided by this Section does not apply to any:
  - (i) Long Term Agreement or Undertaking to which this policy is subject; or
  - (ii) terms in this policy that provide for adjustments of premium based upon declarations in expiry or during the **Period of Insurance**; or
  - (iii) aggregate limit contained in this policy regarding the amount for which **You** are responsible as a result of the operation of an **Excess**.
- (d) Irrespective of the currency in which this policy is expressed, the limit of liability and the premium for the Terrorism Insurance effected by this Section will be determined in Sterling.
- (e) There shall be no refund of the premium in respect of this Section if it is cancelled mid-term independently of this policy.
- (f) If any part of this Section is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

# Employers' Liability

## 12.1 Cover

**We** will cover **You** against:

- (a) legal liability to pay damages, including interest; and
- (b) **Costs and Expenses**,

in respect of accidental **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of **Employment** by **You** in **Your Activities** within the following geographical limits:

- (i) the **United Kingdom**; or
- (ii) a country which is a member of the European Union but only in respect of temporary business carried out by **You** and any **Employee** normally resident in the **United Kingdom**; or
- (iii) elsewhere in the world in respect of temporary business journeys by any person normally resident in the **United Kingdom** which do not involve manual labour or the supervision of manual labour.

## 12.2 Limit of Liability

The maximum amount, stated in the **Schedule**, including **Costs and Expenses**, which **We** will pay up to in respect of any one **Claim** or series of **Claims** arising out of one cause.

## 12.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

### (a) **Contractual Liability**

**We** will cover **You** in respect of liability for **Bodily Injury** imposed on **You** solely by reason of the terms of any agreement provided that the conduct and control of any **Claim** is vested in **Us**.

**We** will not provide cover in respect of any agreement for or including the performance of work outside the **United Kingdom**.

### (b) **Cross Liabilities**

**We** will cover each party named as **You** in the **Schedule** as if a separate policy had been issued to each.

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

### (c) **Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

**We** will cover **You** in respect of

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

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

**We** will not provide cover

- (1) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the **United Kingdom** and in connection with **Your Activities**.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by **You**.
  - (b) relate to any person other than an **Employee**.
- (3) in respect of any
  - (a) fines.
  - (b) remedial or publicity orders or any steps required to be taken by such orders
- (4) where cover is provided by another insurance policy

(d) **Legal Expenses arising from Health and Safety Legislation**

**We** will cover **You** in respect of

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

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

**We** will not provide cover

unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** within the **United Kingdom** and in connection with **Your Activities**

- (1) in respect of proceedings which
  - (c) result from any deliberate act or omission by **You**
  - (d) relate to the health and safety of any person other than an **Employee**
- (2) where cover is provided by another insurance policy.

(e) **Our Right of Recovery**

The cover granted by this Section will be treated as being in accordance with the provisions of any law relating to the compulsory insurance of liability to **Employees** in the **United Kingdom**. However, **You** will repay **Us** all sums **We** would not have been liable to pay but for the provisions of that law.

(f) **Payment for Court Attendance**

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

The maximum **We** will pay for:

- (i) **You**, each director or partner is £500 per day;

(ii) each **Employee** is £250 per day.

(g) **Unsatisfied Court Judgements**

**We** will, at **Your** request, pay any **Employee** or their personal representative the amount of damages and costs awarded to the person as a result of a judgement which has been obtained for **Bodily Injury** against any company registered in or any individual domiciled in the **United Kingdom** and which remains unpaid six months after the date of the judgement.

Payment will only be made where:

- (i) the **Bodily Injury** was caused during any **Period of Insurance** to the **Employee** arising out of and in the course of employment by **You** in **Your Activities**;
- (ii) there is no appeal outstanding to the judgement;
- (iii) the **Employee**, or their personal representative, assigns the judgement debt to **Us**.

#### 12.4 Exclusions

**We** will not cover **You** in respect of:

- (a) work in or on and travel to, from or within any offshore:
  - (i) accommodation, exploration, drilling or production rig or platform;
  - (ii) support vessel;
- (b) **Bodily Injury** sustained by any **Employee** when that person is:
  - (i) carried in or upon a vehicle;
  - (ii) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security;
- (c)
  - (i) liquidated damages;
  - (ii) penalty clauses;
  - (iii) fines;
  - (iv) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages;
- (d) **Damage** to any property or any loss or expense resulting or arising from, or any indirect loss or any legal liability caused or contributed to, by, or arising from **Terrorism** except for accidental injury sustained by any of **Your Employees** during the **Period of Insurance** and arising out of and in the course of their **Employment** by **You** in **Your Activities** described in the **Schedule** and occasioned by or happening through or following **Terrorism** up to a maximum of £5,000,000 for damages, inclusive of **Costs and Expenses** in respect of one occurrence or a series of occurrences consequent on or attributable to one source or original cause (inclusive of legal costs and solicitor's fees) for which **You** are legally liable.

## 12.5 Condition – Employers’ Liability Tracing Office

Certain information relating to this Section, namely:

- (a) the Policy Number;
- (b) employers’ names and addresses, including subsidiaries and any relevant changes of name;
- (c) coverage dates and;
- (d) if relevant, the employer’s reference numbers provided by Her Majesty’s Revenue and Customs and Companies House Reference Numbers;

will be provided to the Employers’ Liability Tracing Office, (the “ELTO”) and added to the Employers’ Liability Database (ELD).

It is understood by **You** that the above named information provided to **Us** will be processed by **Us** for the purpose of providing the ELD, in compliance with the provisions of the Employers’ Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with **Claims** arising out of their course of employment in the **United Kingdom** for employers carrying on, or who carried on, business in the **United Kingdom**, to identify an insurer or insurers that provided employers’ liability insurance.

# Public and Products Liability

## 13.1 Cover

**We** will cover **You** against:

- (a) legal liability to pay damages, including interest; and
- (b) **Costs and Expenses**

in respect of accidental:

- (i) **Bodily Injury;**
- (ii) **Damage;**

which arises in connection with **Your Activities** and which happens during the **Period of Insurance** and within the following geographical limits:

- (1) the **United Kingdom**; or
- (2) a country which is a member of the European Union but only in respect of temporary business carried out by **You** and any **Employee** normally resident in the **United Kingdom**; or
- (3) elsewhere in the world in respect of temporary business journeys by any person normally resident in the **United Kingdom** which do not involve manual labour or the supervision of manual labour.

## 13.2 Limit of Liability

- (a) The maximum amount, stated in the **Schedule**, which **We** will pay in respect of any one event or all events of a series consequent on or attributable to one original cause irrespective of the number of **Claims** or claimants

In respect of

- (i) **Products Supplied**
- (ii) **Pollution**

The Limit of Liability will apply to the total of all events happening in any on **Period of Insurance**.

- (b) **Costs and Expenses** are payable in addition to the Limit of Liability stated in the **Schedule** apart from in respect of any **Claim** brought in the United States of America or Canada or any territory within their jurisdiction where the Limit of Liability shall be the maximum amount payable including **Costs and Expenses**.

## 13.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

- (a) **Care and Treatment**

**We** will cover **You** against

- (i) legal liability for damages, including interest; and
- (ii) **Costs and Expenses**

in respect of accidental **Bodily Injury** occurring anywhere within the **United Kingdom** during the **Period of Insurance** in connection with **Your Activities** caused by professional errors, omissions or neglects in the provision of professional medical and care services.

The maximum **We** will pay is £1,000,000 in respect of any one event or all events of a series consequent on or attributable to one original cause.

(b) **Contractual Liability**

**We** will cover **You** against liability in respect of accidental **Bodily Injury** or **Damage to Property** imposed on **You** solely by reason of the terms of any agreement provided that the conduct and control of any **Claim** is vested in **Us**.

**We** will not provide cover in respect of any agreement for or including the performance of work outside the **United Kingdom**.

(c) **Cross Liabilities**

**We** will cover each party named as **You** in the **Schedule** as if a separate policy had been issued to each. The total amount payable will not exceed the Limit of Liability regardless of the number of parties claiming to be covered.

(d) **Data Protection Act 1998**

**We** will cover **You** in respect of:

- (i) legal fees and defence costs;
- (ii) legal liability for damages, including interest to an individual;
- (iii) the subject of **Personal Data You** hold; and
- (iv) who suffers damage or distress caused by:
  - (1) inaccuracy of the **Data**;
  - (2) loss of the **Data**;
  - (3) unauthorised destruction or disclosure of the **Data**;
  - (4) unauthorised access to the **Data**,

arising from proceedings brought against **You** under section 13 of the Data Protection Act 1998 in connection with **Your Activities**.

**We** will not provide cover in respect of:

- (1) **Bodily Injury** other than as provided by this extension;
- (2) **Damage to Property**;
- (3) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement or breach of contract, injurious falsehood or breach of confidence;
- (4) libel, slander or defamation;
- (5) indirect losses;



- (6) liability:
  - (a) as a result of **You** having authorised the destruction or disclosure of the **Data**;
  - (b) which could have been expected to arise as a result of any other deliberate act or omission by **You**;
- (7) any fine or statutory payment;
- (8) liability which arises solely by reason of the terms of any agreement;
- (9) liability in respect of liquidated damages or under any penalty clause;
- (10) legal costs or expenses or financial losses in respect of any order:
  - (a) for rectification or erasure of **Data**;
  - (b) requiring the **Data** to be supplemented by any other statements;
- (11) proceedings relating to damages, including interest for any:
  - (a) **Employee** if the Employers' Liability Section of this policy is not in force;
  - (b) third party if the Public and Products Liability Section of this policy is not in force.

(e) **Defective Premises**

We will cover **You** in respect of legal liability for accidental **Bodily Injury** or **Damage to Property** arising under:

- (i) the Defective Premises Act 1972;
- (ii) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001,

in connection with any premises which **You** previously owned or occupied for the purposes of **Your Activities**.

**We** will not provide cover in respect of the cost of rectifying any defect or alleged defect in the premises.

(f) **Employees' and Visitors' Personal Belongings**

**We** will cover **You** in respect of legal liability for accidental **Damage** to **Employees'** and visitors' vehicles and personal belongings which are in **Your** custody or control.

**We** will not provide cover where this **Property** is:

- (i) loaned, leased, hired or rented to **You**;
- (ii) stored for a fee or other consideration by **You**;
- (iii) in **Your** custody or control for the purposes of being worked upon.

(g) **Hired or Rented Premises**

**We** will cover **You** in respect of legal liability for accidental **Damage** to premises (including fixtures and fittings) within the **United Kingdom** which are hired, rented or loaned to **You** in connection with **Your Activities**.

**We** will not provide cover in respect of:

- (i) the first £250 of damages, including interest, **Costs and Expenses** in respect of **Damage** caused other than by fire or explosion;
- (ii) liability imposed on **You** solely by reason of the terms of any hiring or renting agreement;
- (iii) **Damage** caused by an **Insured Event** against which any hiring or renting agreement specifies that insurance is taken out by **You**.

(h) **Cover for Hirer**

**We** will provide cover at **Your** request to any individual or group who hire the **Premises** for non commercial activities that are regarded as being for the benefit of the local community

**We** will not provide cover

- (i) in respect of any commercial or business hire
- (ii) where cover is provided by another insurance policy.

(i) **Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990**

**We** will cover **You** in respect of

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

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

**We** will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** within the **United Kingdom** and in connection with **Your Activities**
- (2) in respect of proceedings which result from any deliberate act or omission by **You** relate to any person other than an **Employee**
- (3) where cover is provided by another insurance policy.

(j) **Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

**We** will cover **You** in respect of

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

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

**We** will not provide cover

- (1) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the **United Kingdom** and in connection with **Your Activities**
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by **You**
  - (b) relate to any person other than an **Employee**
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders
- (4) where cover is provided by another insurance policy.

(k) **Legal Expenses arising from Health and Safety Legislation**

**We** will cover **You** in respect of

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

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

**We** will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** within the **United Kingdom** and in connection with **Your Activities**
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by **You**
  - (b) relate to the health and safety of any person other than an **Employee**
- (3) where cover is provided by another insurance policy

(l) **Libel and Slander**

**We** will, in respect of any **Claim** made against **You** while this Section is in force or within twelve months of its cancellation provided the cause of the **Claim** occurred while the Section was in force, cover **You** in respect of

- (i) legal liability to pay damages, including interest; and
- (ii) **Costs and Expenses**

as a result of:

- (1) libels in any written material produced by **You**
- (2) slanders made in the course of **Your Activities**

- (3) infringement of any trade mark, registered design, copyright or patent right arising from the contents of any written material produced by **You**
- (4) slander of title to goods.

All **Claims** arising out of one cause, whether or not all such **Claims** are made against **You** in the same **Period of Insurance**, will be treated as one **Claim**.

The maximum **We** will pay, inclusive of **Costs and Expenses**, in respect of any one **Claim** and the total of all **Claims** in any one **Period of Insurance** is £25,000.

**We** will not provide cover in respect of

- (a) withdrawing, recalling or replacing any written material produced by **You**
- (b) liability imposed on **You** solely by reason of the terms of any contract conditions or agreement
- (c) actions brought in a court of law outside the **United Kingdom**
- (d) ten percent of each and every **Claim**
- (e) any **Claim** which occurred prior to the date which this Section was first incepted, or where equivalent cover to that provided under this Section has been continuously maintained in full force and effect prior to the inception of this Section, the date which first applied to such equivalent cover.

(m) **Motor Contingent Liability**

**We** will cover **You** in respect of **Your** legal liability for accidental **Bodily Injury** and **Damage to Property** which arises from any vehicle or trailer attached thereto which is:

- (i) not owned by **You**; or
- (ii) not loaned, leased, hired or rented to **You** nor provided by **You**; and
- (iii) being used in connection with **Your Activities** in the **United Kingdom**.

**We** will not provide cover:

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

(n) **Overseas Personal Liability**

**We** will cover **You** and, at **Your** request, any of **Your** directors, partners or **Employees** in respect of legal liability for accidental **Bodily Injury** or **Damage to Property** incurred in a personal capacity whilst the persons are temporarily outside the **United Kingdom** in connection with **Your Activities**.

**We** will also cover any accompanying spouse and children.

Where **You** are an individual, this cover will also apply to **Your** personal liability whilst away from **Your Premises** in connection with **Your Activities** but within the **United Kingdom**.

**We** will not provide cover:

- (i) where liability arises from:
  - (1) any agreement unless liability would have existed otherwise;
  - (2) ownership or occupation of land or buildings;
  - (3) the carrying on of any trade or profession;
  - (4) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (ii) where cover is provided by another insurance policy.

(o) **Pastoral Care Cover**

We will cover **You** in respect of legal liability for accidental **Bodily Injury** or **Damage to Property** arising from pastoral care, being the provision of free, unstructured care and support to individuals seeking the help of the church, by **You** or **Your Employee** in connection with **Your Activities**.

**We** will not provide cover

- (i) arising out of or in connection with professional counselling services
- (ii) where cover is provided by another insurance policy.

(p) **Payment for Court Attendance**

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

The maximum **We** will pay for:

- (i) **You**, each director or partner is £500 per day;
- (ii) each **Employee** is £250 per day.

(q) **Terrorism**

**We** will cover **You** in respect of all sums which **You** become legally liable to pay as damages, including interest and **Costs and Expenses** for **Bodily Injury**, **Damage to Property** and occasioned by or happening through or following **Terrorism** up to a maximum of £2,000,000 or any other amount specified in the **Schedule** in respect of public liability whichever is the lower, in respect of one occurrence or a series of occurrences consequent on or attributable to one source or original cause (inclusive of legal costs and solicitors fees).

(r) **Wrongful Arrest**

**We** will cover **You** against all sums which **You** become legally liable to pay as damages, including interest and **Costs and Expenses** for wrongful arrest, malicious prosecution, false imprisonment, defamation or assault of any person (other than an **Employee**) occurring during the **Period of Insurance** and arising out of any theft or suspicion of theft at the **Premises**.

## 13.4 Exclusions

We will not cover **You** in respect of:

- (a) **Bodily Injury** to any **Employee** arising out of and in the course of **Employment** by **You** in **Your Activities**;
- (b) the ownership, possession or use by **You** or on **Your** behalf of any:
  - (i) aircraft, aerial device or hovercraft;
  - (ii) watercraft which are used on coastal and ocean waters;
  - (iii) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than:
    - (1) where described in the Clause 13.3(m) – Motor Contingent Liability;
    - (2) the loading or unloading of any vehicle, trailer or plant where cover is not provided by another insurance policy;
- (c) **Damage to Property**:
  - (i) which **You** own or is loaned, leased, hired or rented to **You**;
  - (ii) which is held in trust or in the custody or control of:
    - (1) **You**;
    - (2) any other party who is carrying out work on **Your** behalfother than in the circumstances described in the Clause 13.3(f) – Employee’s and Visitor’s Personal Belongings or Clause 13.3(g) – Hired or Rented Premises;
  - (iii) which must be insured under the terms of clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- (d) **Damage** to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating **Products Supplied** (other than **Products Supplied** under a separate contract);
- (e) recalling or making refunds in respect **Products Supplied**;
- (f) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract or for which a fee would normally be charged;
- (g) the carrying out of any work or any **Products Supplied** which affects or could affect:
  - (i) the navigation, propulsion or safety of any aircraft or other aerial device;
  - (ii) the safety or operation of nuclear installations;
- (h) **Pollution** other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

All **Pollution** which arises out of one incident will be treated as having happened at the time the incident takes place;

**We** will not cover **You** against liability in respect of **Pollution** happening anywhere in the United States or America or Canada

- (i) work on or in:
  - (i) power stations or nuclear installations/establishments;

- (ii) oil, gas or chemical;
    - (1) refineries;
    - (2) bulk storage;
    - (3) production premises;
  - (iii) mainframe computers or rooms containing mainframe computers;
  - (iv) aircraft, airports, aerodromes, aerospace systems, control towers or hovercraft;
  - (v) watercraft not in docks, harbours, boatyards or inland waterways;
  - (vi) watercraft in docks, harbours, boatyards or inland waterways involving the use of heat;
  - (vii) railways or airports;
  - (viii) mines or collieries;
  - (ix) dams or coffer dams;
  - (x) tunnels or bridges or motorways or viaducts;
  - (xi) work underground or underwater unless specified in the business description on the **Schedule**;
  - (xii) shipbuilding, ship-repairing and ship-breaking other than yachts and similar vessels not exceeding twenty metres in hull length
- (j) actual or suspected exposure to, inhalation of or mental injury of fear of suffering **Bodily Injury** arising out of actual or suspected exposure to or inhalation of **Asbestos** including the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any **Property** arising out of the presence of **Asbestos**
- (k) any event organised by **You** or an events organiser for the purposes of raising funds for **Your Activities** and subsequent beneficiaries
- (i) where combined numbers of entrants and spectators on site exceed 1000 at any one time
  - (ii) taking place outside England, Wales, Scotland, Northern Ireland, Republic of Ireland, Channel Islands and the Isle of Man
  - (iii) where the event duration lasts longer than 48 hours
  - (iv) organised by a separate third party event organiser/company
  - (v) involving
    - (1) weapons
    - (2) passenger carrying amusement devices
    - (3) animal rides of any kind
    - (4) ballooning or aerial activities including parachuting, paragliding or parasailing

- (5) go-karting, quad biking or motor sports
- (6) bungee jumping
- (7) professional sport teams or persons
- (8) individual exhibitions valued at over £250,000
- (9) racing or time trials other than on foot
- (10) activity involving watercraft

unless agreed by **Us** in writing.

- (l) any advice, design, consultancy or instruction or the provision of any treatment of facility given by **You** or on **Your** behalf other than for the provision of face painting.
- (m) the hiring out of any equipment used in face painting.
- (n) any person who knows they suffer from skin allergies undergoing face painting by **You** or on **Your** behalf unless they produce, before painting begins, a medical certificate stating they may undergo face painting.
- (o) the **Excess** stated in the **Schedule**.

### 13.5 Conditions

#### (a) Firework Displays and Bonfires

If in relation to any **Claim** for **Damage** to the **Property You** have failed to fulfil any of the following conditions, **You** will lose **Your** right to cover or payment for that **Claim**.

**You** must ensure in connection with firework displays or bonfires organised by **You** that,

- (i) **You** consult the relevant authorities at least seven days before the event
- (ii) **You** comply with any recommendations or instructions of the
  - (1) relevant authorities
  - (2) fireworks manufacturers
- (iii) **You** organise the event in accordance with guidance from the Health and Safety Executive
- (iv) fireworks used must be obtained from an entity complying with the firework regulations concerning the manufacture and supply of fireworks and not modified in any way
- (v) the display and bonfire must be at least 100 metres away from
  - (1) the **Premises**
  - (2) **Vehicles**
- (vi) flammable or other Dangerous Substances as defined in The Dangerous Substances and Explosive Atmospheres Regulations 2002 and all combustible materials

#### (b) Inflatable Devices

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

**You** must ensure that

- (i) all operators have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices.
- (ii) the maximum number of persons allowed in or on such devices at any time will not exceed the number outlined in the manufacturers' guidelines or recommendation and such devices are supervised at all times by the operator(s)
- (iii) all outdoor devices have adequate anchorage points which must be used at all times
- (iv) all devices are inspected
  - (1) daily prior to use; and
  - (2) at least annually by a competent person and the records of such inspections retained by **You** for 3 years, and
    - (a) all defects or risks to health and safety immediately rectified; or
    - (b) the device taken out of use until satisfactorily repaired
- (v) where hired in
  - (1) **You** have in place a system of check to ensure that the supplier(s) of the inflatable device(s) has Public and Products Liability insurance and that **You** keep a written record of their insurer and policy number; and
  - (2) the limit of liability under such policy is at least equivalent to the Limit of Liability under the Public and Products Liability Section.

(c) **Playgrounds and Amusement Devices**

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

**You** must ensure that in connection with playground and amusement devices

- (i) all equipment, devices and facilities, including sand pits and paddling pools
  - (1) are manufactured and installed to the appropriate standard and maintained in good condition
  - (2) are inspected, by a competent person, at least weekly and
    - (a) all defects or risks to health or safety immediately rectified; or
    - (b) the equipment, device or facility taken out of use
- (ii) **You** erect where necessary suitable signs detailing any information that is necessary for the safe use of the equipment device or facility and clearly stating any restrictions on its use.
- (iii) **You** determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facilities are in use

We will not provide cover in respect of the operation of mechanically powered passenger carrying amusement devices, skateboard parks.

# Charity Trustees Management Liability

## Part A – Trustee Liability

### 14.1 Cover

We will pay on behalf of:

(a) **Trustee's Liability**

the **Trustee** all **Loss** that the **Trustee** is legally liable to pay;

(b) **Your Reimbursement**

- (i) **You** any **Loss** that **You** are legally required or permitted to pay the **Trustee** as advancement or reimbursement under any applicable company law or agreement;
- (ii) **You** any such **Criminal Defence Costs** that **You** are legally required or permitted to pay the **Trustee** as advancement or reimbursement;

for a **Claim** against the **Trustee** arising from a **Wrongful Act** or an **Employment Practices Wrongful Act** provided that the **Claim** is first made against the **Trustee** during the **Period of Insurance** or discovery period if applicable.

(c) **Defence and Investigation Costs**

We will pay on behalf of the **Trustee**:

- (i) **Defence Costs** in the defence, investigation or settlement of any **Claim** which falls to be dealt with under the Clause 14.1(a) and 14.1(b);
- (ii) **Defence Costs** in the investigation of any circumstance(s) notified to **Us** under Condition 14.11(d)(i) which is (or are) likely to give rise to a **Claim**;
- (iii) **Defence Costs** in the defence or investigation of a **Claim** made by a third party to enforce an agreement entered into with another person or entity fraudulently representing themselves as a director in connection with **Your Activities**;
- (iv) **Investigation Costs**;
- (v) **Criminal Defence Costs**;
- (vi) **Pollution Defence Costs**;
- (vii) **Extradition Proceedings Defence Costs**;
- (viii) **Asset and Liberty Proceedings Defence Costs**;
- (ix) **Public Relations Costs**.

## 14.2 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

### (a) **Additional Limit**

In the event that payments are made exhausting the Limit of Liability and all other applicable insurance policies operating in excess of this policy, and any other source available to provide reimbursement for **Loss** to the **Trustee** has also been exhausted, then **We** agree to provide to each **Trustee** an additional Limit of Liability for any subsequent **Claim** made within the **Period of Insurance**. Each such additional Limit of Liability is subject to the aggregate limit for all **Trustees** of the amount stated in the **Schedule**.

Provided that:

- (i) the **Claim** is brought against a **Trustee**;
- (ii) the **Claim** is payable under Clause 14.1(a).

### (b) **Outside Boards**

This policy shall extend to any **Wrongful Act** committed by a **Trustee** in their capacity of **Outside Trustee**, but only in excess of the aggregate of:

- (i) the amount of **Loss** the **Outside Trustee** serving on the outside board is reimbursable by the outside entity.
- (ii) any other potentially applicable cover, whether or not it actually responds.

### (c) **Personal Appointments**

This policy shall extend to any actual or alleged act, error, omission, misstatement, misleading statement, negligent act, negligent error, negligent omission or negligent breach of duty committed or attempted by a **Trustee** whilst serving in a personal capacity as a governor or trustee of a **School, Charity or Charitable Organisation** but only in excess of the aggregate of:

- (i) the amount of **Loss** reimbursable by the **School, Charity or Charitable Organisation** to the **Trustee**; and
- (ii) any other potentially applicable cover, whether or not it actually responds.

Provided that:

- (1) the **Trustee** is formally appointed on written authority; and
- (2) the maximum aggregate payable by **Us** shall not exceed the amount stated in the **Schedule**.

### (d) **Retirement Run-off**

In the event that, on the expiry of the **Period of Insurance**, this policy is not renewed or replaced with any other Trustee Liability or Directors and Officers policy cover broadly equivalent to this policy in scope then any of **Your Trustees** who had voluntarily retired or resigned during the **Period of Insurance** or a previous policy with **Us** which is linked by continuous renewal to this **Period of Insurance** shall automatically have a discovery period of 72 months immediately following the date of retirement in respect of any **Claim** covered under Clause 14.1(a). Any **Claim** made in this automatic discovery period shall be treated as having been first made during the **Period of Insurance** and shall be subject to the following conditions:

- (i) cover shall apply only in relation to a **Claim** arising out of a **Wrongful Act** occurring prior to the date of their voluntary retirement or resignation; and
- (ii) the maximum aggregate payable by **Us** shall not exceed the amount stated in the **Schedule**; and
- (iii) the automatic discovery period will run concurrently with any other discovery period; and
- (iv) cover shall lapse in the event that **Your Trustees** who had voluntarily retired or resigned effects a Trustee Liability or Directors and Officers policy cover broadly equivalent to this policy in scope; and

This extension does not apply to any **Trustee** who:

- (1) has been or is disqualified from holding the position of trustee or director; or
- (2) has left **You** as a result of a merger, consolidation or acquisition as detailed in Extension 14.9(a) – Takeovers and Mergers Run-Off; or
- (3) has left **You** as a result of the appointment of an insolvency practitioner (or equivalent) appointed as **Your** liquidator, administrator or receiver (or equivalent).

### 14.3 Exclusion

**We** shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way connected with any retirement, pension, profit-sharing, health, welfare or any other employee benefit fund, trust scheme or plan or related legislation or regulations anywhere in the world including for example the US Employee Retirement Income Security Act 1974 and UK Pensions Act 1995 and/or subsequent amending or re-enacting legislation other than any **Pension or Employee Benefit Schemes**.

## Part B – Organisational Liability

### 14.4 Cover

#### (a) **Organisational Liability**

**We** will pay on **Your** behalf all **Loss** that **You** are legally liable to pay for a **Claim** against **You** for a **Wrongful Act** or a **Professional Liability Wrongful Act** provided that the **Claim** is first made against **You** during the **Period of Insurance**.

#### (b) **Defence and Investigation Costs**

**We** will pay on **Your** behalf:

- (i) **Defence Costs** in the defence, investigation or settlement of any **Claim** which falls to be dealt with under Clause 14.4(a);
- (ii) **Defence Costs** in the investigation of any circumstance(s) notified to **Us** under Condition 14.11(d)(i) which is or are likely to give rise to a **Claim**;
- (iii) **Investigation Costs**;
- (iv) **Defence Costs** in the defence or investigation of a **Claim** made by a third party to enforce an agreement entered into with another person or entity fraudulently representing themselves as **You** in connection with **Your Activities**;
- (v) **Criminal Defence Costs**;
- (vi) **Pollution Defence Costs**;

(vii) **Public Relations Costs.**

#### 14.5 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

(a) **Defence Costs for Breach of Contract**

**We** shall pay on **Your** behalf, **Defence Costs** resulting from any **Claim** arising from **Your** alleged breach of a written contract or agreement, other than any **Employment** contract, up to the aggregate amount stated in the **Schedule** and in excess of any other potentially applicable cover, whether or not it actually responds.

(b) **Data Protection**

**We** shall pay on **Your** behalf all **Loss** that **You** are legally liable to pay for an **Claim** and **Defence Costs** in respect of any offences or alleged offences under any privacy laws, statutes and regulations associated with the control and use of **Personal Data**, including for example the Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000 and the Privacy and Electronics Communications (EC Directives) Regulations 2003, where a prosecution is first brought against **You** during the **Period of Insurance** up to the aggregate amount stated in the **Schedule** and in excess of any other potentially applicable cover, whether or not it actually responds.

(c) **Fidelity**

**We** shall reimburse **You** for any direct loss of money or other property belonging to **You** first discovered by **You** and notified to **Us** during the **Period of Insurance** arising from the dishonest, fraudulent, criminal or malicious act(s) or omission(s) of any **Employee**. Such reimbursement shall only apply in respect of losses resulting solely and directly from such act(s) or omission(s) committed by any **Employee** with the manifest intent to cause loss to **You** or to make an improper financial gain for themselves or for an identified third party, provided that:

- (i) **You** will not be reimbursed for any loss of money or other property resulting from dishonest, fraudulent, criminal or malicious act(s) or omission(s) perpetrated after **You** could reasonably have discovered or suspected improper conduct on the part of the relevant **Employee**.
- (ii) any monies which but for such dishonest, fraudulent, criminal or malicious act(s) or omission(s) would be due to **You** or any monies of any person committing or colluding in any dishonest, fraudulent, criminal or malicious act(s) or omission(s) shall be deducted from any amount payable under this extension.
- (iii) the maximum aggregate payable by **Us** shall not exceed the amount stated in the **Schedule** and be in excess of any other potentially applicable cover, whether or not it actually responds.

**Fidelity Special Conditions**

- (1) **We** will not make any payment under the policy unless **You** operate and can demonstrate to **Our** satisfaction the following minimum controls:
- (2) All cheques or other bank instruments exceeding £10,000 require two manually applied signatures to be added after the payee and amount have been inserted, all electronically activated or online payments exceeding £10,000 require approval and release steps performed by different individuals other than the individuals entering the payment details onto the payments system; and

- (3) At least quarterly and independently of the **Employee** responsible for payroll, all payroll expenditure is reconciled against personnel records to verify accuracy; and
- (4) Any **Employee** receiving cash and cheques on **Your** behalf is required to remit all monies received and/or bank them within five working days of receipt; and
- (5) Statements of account for all amounts due to **You** are issued at least monthly and directly to the relevant customers or other debtors; and
- (6) Bank reconciliations are carried out and cash in hand / petty cash are checked independently of the **Employee** or person responsible at least monthly.

(d) **Loss of Documents or Data**

**We** shall reimburse **You** for:

- (i) costs, incurred with **Our** prior written consent, of repair, replacement or reconstitution of, and
- (ii) any settlement, damages, interest and claimant's costs arising from an **Wrongful Act** involving
- (iii) any and all records whether kept in paper (excluding stamps, currency, bank notes and instruments, travellers cheques, cheques, postal orders, money orders, securities and the like), magnetic or electronic form, which are **Your** property or are in **Your** care custody or control, which have been unintentionally destroyed, damaged, lost or mislaid during the **Period of Insurance** (and which after diligence cannot be found)

The maximum aggregate payable by **Us** shall not exceed the amount stated in the **Schedule** and be in excess of any other potentially applicable cover, whether or not it actually responds.

(e) **Pension or Employee Benefit Schemes**

**We** shall pay on **Your** behalf, **Loss** including **Defence Costs** arising from a **Wrongful Act** committed by **You** in **Your** capacity as administrators of any **Pension or Employee Benefit Scheme** provided that the **Claim** is first made against **You** during the **Period of Insurance**.

The maximum aggregate payable by **Us** shall not exceed the amount stated in the **Schedule** and be in excess of any other potentially applicable cover, whether or not it actually responds.

#### 14.6 **Employment Practices Liability Extension**

Provided that this extension is stated in the **Schedule** as Operative, **We** will, subject otherwise to the terms, exclusions and conditions of the policy, pay:

(a) **Employment Practice Liability**

all **Losses** that **You** are legally liable to pay for any **Claim** against **You** for an **Employment Practices Wrongful Act** provided that the **Claim** is first made against the Organisation during the **Period of Insurance**.

(b) **Defence and Investigation Costs**

on **Your** behalf:

- (i) **Defence Costs** in the defence, investigation or settlement of any **Claim** which falls to be dealt with under Clause 14.6(a);

- (ii) **Defence Costs** in the **investigation** of any circumstance(s) notified to **Us** under Condition 14.11(d)(i) which is or are likely to give rise to an **Claim** for an **Employment Practices Wrongful Act**;
- (iii) **Investigation Costs** connected to an **Employment Practices Wrongful Act**.

**We** shall not have any liability under this extension for, or directly or indirectly arising out of, or in any way connected with:

- (i) any **Claim** arising from actual or threatened redundancy, dismissal or the suspension of any **Employee** where **You** did not consult and follow the advice of a properly qualified human resource person or employment solicitor prior to the actual or threatened redundancy, dismissal or suspension.
- (ii) any **Claim** arising from **Your** failure to act in accordance with any Trade Union agreement or collective bargaining agreement.
- (iii) any **Claim** arising from **Your** failure to act in accordance with any minimum wage legislation.

#### 14.7 Exclusions

**We** shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way connected with:

- (a) manufacture, mining, processing, distribution, testing, remediation, removal, storage, presence of, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos.
- (b) any actual or alleged breach of contract or agreement, either oral or written, except to the extent provided for in;
  - (i) Extension 14.5(a) – Defence Costs for Breach of Contract; or
  - (ii) **Claim** for **Loss** arising from a **Professional Liability Wrongful Act**.
- (c) any actual or alleged plagiarism or breach of copyright or trademark, patents, database rights, registered design or design rights except to the extent provided for in;
  - (i) Extension 14.5(a) – Defence Costs for Breach of Contract; or
  - (ii) **Claim** for **Loss** arising from a **Professional Liability Wrongful Act**.
- (d) any repair, replacement or reconstitution cost of any **Document** or **Data**, directly or indirectly occasioned by any government or public or local authority action or order or resulting from wear or tear, the action of vermin, gradual deterioration or magnetic flux or loss of magnetism (except where caused by lightning).
- (e) any retirement, pension, profit-sharing, health, welfare or any other employee benefit fund, trust scheme or plan or related legislation or regulations anywhere in the world including for example to the US Employee Retirement Income Security Act 1974 and UK Pensions Act 1995 and/or subsequent amending or re-enacting legislation. Other than as described in Extension 14.5(e) – **Pension or Employee Benefit Schemes**.
- (f) any breach of any obligation owed by **You** as an employer to any **Employee** or former **Employee** or applicant for employment.
- (g) an **Employment Practices Wrongful Act**.

This exclusion shall not apply to an **Employment Practices Wrongful Act** covered under the Employment Practices Liability Extension where it has been purchased by the Organisation and appears in the **Schedule**.

- (h) any of the following in respect of Extension 14.5(c) – Fidelity:
  - (i) arising from any accounting or arithmetical error or omission or unexplained shortage;
  - (ii) default or non-payment of any loan or other credit arrangement;
  - (iii) for expenses incurred in establishing the amount of any loss of money or other property;
  - (iv) for loss of interest;
  - (v) for loss of profit;
  - (vi) for any loss of money or property not belonging to **You**; or
  - (vii) arising from the failure to comply with the minimum financial controls set out in the Fidelity Special Conditions.
- (i) any of the following:
  - (i) the failure of any computer or other electronic processing device or of any program, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended;
  - (ii) the transmission or receipt of any virus, program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance.
- (j) **Your** insolvency or bankruptcy.
- (k) any association or joint venture conducted with any third party other than in respect of any **Claim** or circumstance arising from an **Employment Practices Wrongful Act**, provided that such **Claim** or circumstance emanates from a wholly independent third party.
- (l) the manufacture, sale, supply, installation or maintenance of any products or goods.
- (m) the provision of, or failure to provide medical services.
- (n) any breach of regulatory, statutory or common law aimed at preventing monopolies, price discrimination, fixing of prices or other unfair trade practices.
- (o) any **Claim** brought by **You** or on **Your** behalf, or any parent or **Subsidiary** company having a controlling interest in **You** or by or on behalf of any entity controlled or managed by **You**.
- (p) any trading losses or trading liabilities incurred by **You** or any business managed by or carried on by **You** or on **Your** behalf.

## Part C – Limit of Liability, Extensions, Exclusions and Conditions Applicable to Parts A and B

### 14.8 Limit of Liability

- (a) Subject to Extension 14.2(a) – Additional Limit, the Limit of Liability set out in the **Schedule** is the maximum aggregate amount payable by **Us** under Parts A and B of this Section (including in respect of any **Claims** notified during any discovery period) irrespective of the number of **Claims** or **Losses** and/or the number of claimants.

Any payment shall erode the Limit of Liability stated in the **Schedule**. Once the Limit of Liability is completely eroded then, subject to Extension 14.2(a) – Additional Limit, **We** shall have no further liability under this Section.

- (b) The Limit of Liability set out in the **Schedule** for Clause 14.6 - Employment Practices Liability Extension is the maximum aggregate amount payable by **Us** under this Extension (including in respect of any **Claims** notified during any discovery period) irrespective of the number of **Claims** or **Losses** and/or the number of claimants,

Any payment shall erode the Limit of Liability stated in the **Schedule**. Once the Limit of Liability is completely eroded then **We** shall have no further liability under this Section.

#### 14.9 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

(a) **Automatic Acquisition Cover**

This policy provides automatic cover for **Loss** arising out of a **Claim** against:

- (i) under Part A – Trustee Liability, any **Trustee** of any newly created or acquired **Subsidiary**, including by merger; or
- (ii) under Part B – Organisational Liability, **You** for any **Subsidiary** newly created or acquired, including by merger,

provided:

- (1) the total gross assets of **You** and **Your Subsidiaries** as shown in **Your** latest audited consolidated group accounts at the commencement of the **Period of Insurance** are not increased by the acquisition or creation of such **Subsidiary** or **Subsidiaries** by more than 50%; and
- (2) any **Wrongful Act** takes place while the **Subsidiary** is **Your Subsidiary**.

This extension shall not apply to any **Trustee** of a new **Subsidiary** or any new **Subsidiary** that:

- (a) has its securities listed or traded on any exchange; or
- (b) possesses any tangible or intangible asset located within the USA and /or Canada.

Where the coverage for the **Trustees** of a newly created or acquired **Subsidiary** is not automatically conferred as a consequence of (a) or (b) above, then **You** may request that the policy be extended to cover the **Trustees** of such **Subsidiary** and **We**, at **Our** sole discretion, may alter the terms and conditions of this policy accordingly including the charging of an additional premium.

(b) **Discovery**

In the event that, on the expiry of the **Period of Insurance**, this policy is not renewed or replaced with any other policy cover broadly equivalent to this policy in scope, there has not been an insolvency practitioner (or equivalent) appointed as **Your** liquidator, administrator or receiver (or equivalent) or a merger, consolidation or acquisition as detailed in Extension 14.9(a) – Takeovers and Mergers Run-Off, then the **Trustee** or **You** may purchase a discovery period of 12 or 24 months or request a period of up to 72 months immediately following the **Period of Insurance** so that for the purposes of Clauses 14.1 and 14.4, any **Claim** made in the discovery period shall be treated as having first made during the **Period of Insurance**. The right to purchase the discovery period shall terminate unless **We** receive within thirty days of the expiration of the **Period of Insurance** written notice of such election together with the additional premium due.

The discovery period shall be subject to the following conditions:

- (i) cover shall apply only in relation to a **Claim** arising out of a **Wrongful Act** occurring prior to the expiry of the **Period of Insurance**; and
- (ii) there is no cover for any **Claim** arising out of a **Wrongful Act** occurring after the expiry of the **Period of Insurance**; and
- (iii) the Limit of Liability for the **Period of Insurance** including the discovery period shall remain as set out in the **Schedule**; and
- (iv) there is no cover unless payment of an additional premium equal to 50% for 12 months or 100% for 24 months of the annual premium shown in the **Schedule** is made within thirty days of the expiry of the **Period of Insurance**; and
- (v) cover shall automatically lapse upon the **Trustee** or **You** effecting a Trustee Liability or Directors and Officers policy cover broadly equivalent to this policy in scope; and
- (vi) cover for **You** shall automatically lapse upon the appointment of an insolvency practitioner (or equivalent) as a liquidator, administrator or receiver.

It will be at **Our** sole discretion to offer a 72 months discovery period which may be subject to additional and altered terms and conditions of this policy including the charging of an additional premium.

(c) **Emergency Defence Costs**

In the event the **Trustee**, under Part A – Trustee Liability or **You** under Part B – Organisational Liability are unable to contact **Us** or **Our** representatives to obtain consent to authorise **Defence Costs** following a **Claim**, then **We** agree to reimburse the **Trustee** or **You**, as applicable, for emergency **Defence Costs** incurred during the period of up to fourteen days from the date the **Claim** was first made and up to the amount stated in the **Schedule**.

(d) **Takeovers and Mergers Run-off**

If during the **Period of Insurance** **You** merge with or consolidate into another organisation where the other organisation or person assumes the right to appoint or remove the majority of **Your Trustees** or board of directors or assumes control of **You**:

- (i) the policy shall thereafter apply only to **Claims** resulting from **Wrongful Acts** occurring prior to the effective date of such merger or consolidation; or
- (ii) **You** may cancel the remainder of this policy on **Your** behalf and that of all **Trustees** by sending written notice to **Us** at the address shown in the **Schedule**, stating the date from which the cancellation is to take effect; or
- (iii) **You** may request that the policy be extended for up to 72 months to cover **Wrongful Acts** occurring prior to the effective date of such change in control. Such extension will be at **Our** sole discretion and may be subject to additional and altered terms and conditions of this policy including the charging of an additional premium, and:
  - (1) Extensions 14.2(d) – Retirement Run-Off and 14.9(b) – Discovery will not apply to any such extension;
  - (2) cover shall lapse in the event that **You** effect a Trustee Liability or Directors and Officers policy cover broadly equivalent to this policy in scope; and

- (3) cover shall not be provided to any **Trustee** who has been or is disqualified from holding the position of trustee or director.

#### 14.10 Exclusions

**We** shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way connected with:-

- (a) bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person, except:

bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person, except:

- (i) emotional distress, mental stress and mental anguish in respect of any **Employment Practices Wrongful Act**; or
- (ii) in respect of **Criminal Defence Costs** in any criminal proceedings or investigation under health and safety/manslaughter or corporate manslaughter legislation for gross breach of duty of care that causes the death of another person or the equivalent in any jurisdiction; or
- (iii) arising directly from a **Professional Liability Wrongful Act**.

- (b) any dishonest, fraudulent or criminal act or omission or any wilful breach of any statute, rule or law by the **Trustee**.

This exclusion shall only apply to the **Trustee** that is actually guilty of the above conduct, as established through a final adjudication by any court, tribunal or other similar body, or admission by the **Trustee**.

- (c) for any amount up to the amount of the **Excess** set out in the **Schedule**.
- (d) any matter in respect of which **You** or **Trustee** is (or but for the existence of this policy would be) entitled to cover under any other policy, except where such other insurance is written as specific excess insurance to provide cover in excess of the amount payable under this policy. This policy shall only apply in excess of such other policy to the extent of such part of the Limit of Liability or any applicable sub-limit exceeds the limit of the other policy
- (e) any **Pollution** and any regulatory, direction or request to test for, assess, monitor, remove, contain, treat, detoxify or neutralise any **Pollution**. However this exclusion shall not apply to **Pollution Defence Costs** in relation to any **Wrongful Act** concerning such matters.
- (f) any **Claims**, investigations or circumstances known to **You** or **Trustee**; or
- (i) about which **You** or **Trustee** ought to have known;
- (ii) prior to the commencement of the **Period of Insurance**.
- (g) any **Claim** arising from or connected with the giving of professional advice or service whether or not for remuneration or any act, error or omission relating thereto, except, if applicable, to the extent provided for under the Section for a **Professional Liability Wrongful Act**
- (h) any unlawful personal profit, remuneration or advantage gained by the **Trustee** or a financial advantage to an entity in which the **Trustee** has a financial interest.

This exclusion shall only apply to a **Trustee** who has admitted such conduct has occurred or against whom there has been a final adjudication by a competent court or tribunal that such conduct has occurred.

- (i) any damage to or destruction or loss of any property including loss of use.
- (j) any purchase, exchange or sale or offer to purchase, exchange or sell, securities of any description by means of a prospectus or private placement on or after the commencement of the **Period of Insurance**.
- (k) any **Claim** resulting from a **Wrongful Act** occurring after any **Subsidiary** ceases to be **Your Subsidiary**.
- (l) any **Claim**, allegation, proceeding or **Investigation** brought in the United States of America (USA) or Canada, including the enforcement outside the USA or Canada of any judgment, order, award or settlement made within the USA or Canada or which arises from or is connected, directly or indirectly, with:
  - (i) any event, occurrence or activity of any sort within the USA or Canada;
  - (ii) the holding of or dealing in securities listed or traded on any US or Canadian Exchange or any other form of assets, tangible or intangible in the USA or Canada;
  - (iii) activity in the USA or Canada of any parent, **Subsidiary**, associated organisation, joint venture or company whether or not registered in the USA or Canada.

#### 14.11 Conditions

(a) **Advanced Payment of Costs**

**We** shall pay **Defence Costs** as they are incurred. However in the event and to the extent that it is finally determined that **You** or the **Trustee** is not entitled to such payments under this Section the sums advanced must be repaid to **Us** upon demand.

(b) **Allocation**

In the event of any **Loss** being partially covered and/or any **Claim** against a **Trustee** being also made against **You** and/or one or more persons who is not a **Trustee**, **We** shall use **Our** best endeavours fairly and reasonably to agree such an allocation of **Loss** to the Section as may be appropriate and proportional to the aggregate of insured **Loss** and uninsured loss, damages and legal and other costs.

(c) **Avoidance by Us**

If **We** are entitled, for any reason, to avoid this Section from inception, **We** may in **Our** absolute discretion elect instead to give notice to **You** or the **Trustee** that **We** regard this Section as being in full force and effect, except that no cover will be given under this Section in respect of any **Claim** that arises from or is related to the ground(s) that entitled **Us** to avoid this Section.

(d) **Claims Procedures**

**We** will not make any payment under this Section unless all of the following conditions have been complied with:

(i) **Notification**

The following must be notified as soon as practicably possible after they come to the attention of a **Trustee** or the person responsible for arranging insurance;

- (1) any **Claim**; or
- (2) any circumstance(s) of which **You** or a **Trustee** become aware which is or are likely to give rise to a **Claim** or an entitlement to be covered under this Section; or
- (3) receipt of any claim form, particulars of **Claim**, arbitration notice or any other formal document commencing legal proceedings.

Notification must be made to **Us** at the Notification Address shown in the **Schedule** during the **Period of Insurance** and should include copies of all relevant documents.

(ii) **No Admission of Liability**

**You** or a **Trustee** who claim for cover under this Section shall not, without **Our** prior written approval, admit liability for, compromise, settle or make any offer or payment in respect of any **Claim** or any circumstance(s) likely to give rise to a **Claim** or any circumstance(s) where cover has been requested under this Section.

(iii) **Duty to Co-operate**

**You** and /or a **Trustee** shall:

- (1) provide co-operation, information, documents, statements and assistance as **We** and **Our** representatives, legal advisors or agents may require; and
- (2) ensure that all documents in both paper and electronic form relevant to any **Claim** or any circumstances likely to give rise to a **Claim** are retained and not be intentionally destroyed or disposed of.

(e) **Consent to Settle**

**We** shall not settle any **Claim** without the written consent of the person or entity insured. If the person or entity insured refuses to consent to a settlement demand acceptable to the claimant and recommended by **Us** and elects instead to contest the **Claim**, then **Our** total liability for such **Claim** shall not exceed the amount for which the **Claim** could have been settled plus any **Defence Costs** incurred as of the date such **Claim** could have been settled and to which this Section would otherwise apply. In the event of a dispute between **Us** and the person or entity insured in relation to whether a **Claim** should be settled **We** may obtain an opinion from Queen's Counsel or a person who holds an equivalent position in any other jurisdiction and such opinion shall be binding on **Us** and the person or entity insured.

(f) **Our Entitlement to Defend**

**We** shall be entitled, but not obliged, to take over the investigation, defence and settlement of any **Claim** and any circumstance(s) likely to give rise to a **Claim** and any circumstance(s) where cover has been requested under this Section including as to the choice and appointment of legal representation. If **We** take over the conduct of a **Claim** then **We** shall be entitled to defend or settle the **Claim** at **Our** absolute discretion.

(g) **Order of Payments**

Where there are multiple **Claims** for coverage under this Section, **We** shall make payments in the order those **Claims** are presented.

If it becomes apparent to **Us** in **Our** absolute discretion that the Limit of Liability will not be sufficient to cover all expected payments under the Section then **We** will make payments in the following order:

- (i) payments under the Clause 14.1(a) direct to the **Trustees**; followed by
- (ii) payments under the Clause 14.1(b), to **You**; followed by
- (iii) any other payments to **You**.

(h) **Subrogation**

In the event of any payment by **Us** under this policy, **We** shall be subrogated up to the amount of such payment to all **Your** rights of recovery and/or those of the **Trustee** or any person covered against any third party, provided always that **We** shall not exercise any such rights against any **Employee** or former **Employee** unless the **Loss** was caused or contributed to by a fraudulent, dishonest or malicious act or omission by said person.

**You** and/or a **Trustee** and any person covered shall, without charge, provide such assistance as **We** may require in any subrogation and shall at all times protect and preserve any rights of recovery to which **We** would become subrogated under this policy. **You** and/or a **Trustee** and any person covered agree that **We**, at **Our** option, may have the conduct of any proceedings to recover monies paid or payable by **Us**, whether or not **You** and/or a **Trustee** or person covered has an interest in such proceedings by reason of any uninsured losses.

# Professional Liability

## 15.1 Cover

- (a) **We** will cover **You** in respect of any **Claim** including other costs associated with such **Claim** arising out of the conduct of **Your Activities**, first made against **You** during the **Period of Insurance** and notified to **Us** in accordance with the Claims Conditions, for any civil liability including claimant's costs and expenses arising from
- (i) any negligent act, negligent error or negligent omission committed by **You**
  - (ii) any dishonest or fraudulent act committed by any of **Your** past or present partners, directors or **Employees**
  - (iii) any loss of or damage to **Documents**.
- (b) **We** will cover **You** for costs and expenses incurred by **You** in respect of any action taken to mitigate a loss or potential loss or **Claim** that would otherwise be the subject of cover under this policy provided that
- (i) **We** give prior written consent to **You** incurring such costs and expenses; and
  - (ii) **You** prove to **Our** satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential **Claim** or (as applicable) any potential loss.

## 15.2 Limit of Liability and Excess

- (a) The maximum amount **We** will pay in respect of any one **Claim** or loss and in total for all **Claims**, including **Costs and Expenses**, arising directly or indirectly out of one source or originating cause first made or losses first discovered during the **Period of Insurance** shall not exceed the amount stated in the **Schedule**.
- All **Claims** or losses arising from any dishonest or fraud committed by a person acting as one or in collusion with others shall be treated as one **Claim** or loss.
- (b) **We** shall not be liable for the **Excess** or any lesser amount for which a **Claim** or loss may be settled. The amount of the **Excess** is stated in the **Schedule**. The **Excess** does not apply to **Costs and Expenses** or Clause 15.3 - Extensions.

## 15.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

### (a) Payment for Court Attendance

**We** will compensate **You**, subject to **Our** prior written consent, if **We** require **You** to attend court as a witness in connection with a **Claim** for which **You** are entitled to cover under this Section.

**Our** total liability under this extension shall not exceed the amount stated in the **Schedule** as applying to this extension.

### (b) Representation Costs

**We** will pay on **Your** behalf any costs and expenses incurred by **You** for representation at properly constituted hearings, tribunals or proceedings provided that

- (i) such costs and expenses are incurred with **Our** prior written consent and
- (ii) the subject of the hearing, tribunal or proceedings relates to a circumstance first notified to **Us** during the **Period of Insurance** which may become a **Claim** and in respect of which **We** may be obliged to provide cover under the terms of this Section.

**Our** total liability under this extension shall not exceed the amount stated in the **Schedule** as applying to this extension.

#### 15.4 Exclusions

**We** will not provide cover in respect of

- (a) any **Claim** or loss arising directly or indirectly from or caused by any dispute between **You** and any present or former **Employee** or any person who has applied for or been offered employment with **You**.
- (b) any **Claim** or loss arising directly or indirectly from or caused by
  - (i) any **Bodily Injury** of any **Employee** whilst in the course of their **Employment** with **You**
  - (ii) any other **Bodily Injury** or loss or damage to property.
- (c) any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.
- (d) any **Claim** brought by any entity
  - (i) in which **You** exercise a controlling interest
  - (ii) which exercises a controlling interest over **Your Activities** by virtue of having a financial or executive interest in **You** unless such **Claim** arises from or is caused by a **Claim** made against such entity by an independent third party.
- (e) any **Claim** made against **You** solely in **Your** capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of **Your Activities**.
- (f) any **Claim** or loss arising from any plan, programme or scheme established or maintained to provide benefits to **You** or any **Employee**.
- (g) any **Claim** or loss arising directly or indirectly from or caused by the ownership, possession or use, by **You** or on **Your** behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (h) any **Claim** or loss arising directly or indirectly from or caused by
  - (i) the ownership, possession or use, by **You** or on **Your** behalf, of any buildings, structures, premises or land, or
  - (ii) that part of any building leased, occupied or rented by **You**, or
  - (iii) any other property (mobile or immobile) belonging to **You**.
- (i) any **Claim** or loss arising from any dishonest or fraudulent act or omission
  - (i) committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission
  - (ii) unless **Your** annual accounts have been prepared or certified by an independent and properly qualified accountant or auditor.

- (j) any **Claim** or loss arising from any defamation unless **You** can show that it was committed by **You** in good faith.
- (k) any **Claim** or loss arising out of liability assumed by **You** under any contractual agreement, warranty, Collateral Warranty or Duty of Care Agreement
  - (i) whereby **You** assumed a standard of care greater than that reasonably expected of **Your** profession, or
  - (ii) by which **You** warranted or guaranteed a particular outcome, or
  - (iii) by which **You** agreed to pay a contractual penalty or liquidated damages in the event of breach, or
  - (iv) which provides greater benefit or a longer lasting benefit than that given to the party with whom **You** originally contracted, or
  - (v) for losses caused otherwise than through **Your** negligent acts or omissionsunless such liability would have attached to **You** in the absence of the features listed above.

For the avoidance of doubt this exception does not apply simply because any such agreement may have been executed as a deed rather than by hand.
- (l) any **Claim** or loss arising directly or indirectly from or caused by **Pollution**.
- (m) any **Claim** or loss arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.
- (n) any **Claim** or loss arising out of or relating directly or indirectly to **Your** insolvency or bankruptcy.
- (o) any **Claim** or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by **You**.
- (p) any liability arising from
  - (i) the defective workmanship of any construction, installation, repair, alteration or maintenance work
  - (ii) any manufacturing defect in any goods or products supplied by **You**.
- (q) any **Claim** or loss arising directly or indirectly from or caused by any work undertaken by **You** or on **Your** behalf prior to any **Retroactive Date** stated on the **Schedule**.
- (r) any **Claim** or loss where **You** are entitled to cover under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected.
- (s) any **Claim**, circumstance that might give rise to a **Claim**, or loss which
  - (i) has been notified under any other insurance attaching prior to the inception of this policy
  - (ii) **You** were or should, after reasonable enquiry, have been aware of prior to the inception of this policy.
- (t) any **Claims**

- (i) instituted or pursued in the United States of America, its territories and possessions and/or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise)
  - (ii) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply
  - (iii) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (u) any **Claim** or loss arising directly or indirectly from or caused by the transmission or receipt of any computer virus or any other computer program or code designed to produce unexpected, unauthorised or undesirable effects or operations.
  - (v) any **Claim** or loss arising from any loss of or damage to **Documents** which are stored on a **Computer System** unless such **Documents** are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the **Documents** to their original status

## 15.5 Claims Conditions

If in relation to any **Claim** or loss **You** fail to fulfil or observe the requirements imposed upon **You** by any of these Claims Conditions **You** will lose **Your** right to cover or payment for that **Claim** or loss.

- (a) **You** shall give notice to **Us** as soon as practicably possible if, during the **Period of Insurance** and regardless of any **Excess**, **You**
  - (i) receive any **Claim**, or
  - (ii) receive any notice of intention to make a **Claim**, or
  - (iii) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any of **Your** past or present directors, partners, members or **Employees**, whether giving rise to a **Claim** or not.

In the event that it is not possible to give **Us** such notice before the end of the **Period of Insurance** then **You** must do so no later than 10 days after the end of the **Period of Insurance**.

- (b) If **You** become aware of any circumstance that might give rise to a **Claim** or loss, **You** must give notice to **Us** of such circumstances as soon as practicably possible and before the end of the **Period of Insurance**. Any **Claim** or loss subsequently arising from any circumstance notified to **Us** shall be treated as having been made during the **Period of Insurance** in which the notice of such circumstance was first received by **Us**.
- (c) In the event of a **Claim** or loss or the discovery of a circumstance that might give rise to a **Claim** or loss **You** must not admit liability for or settle any **Claim** or incur any related costs or expenses without **Our** written consent.
- (d) In the event of a **Claim** or loss or the discovery of a circumstance that might give rise to a **Claim** or loss, **We** will be entitled, at **Our** own expense at any time, to take over and conduct in **Your** name (but at **Our** sole discretion) the defence or settlement of any such **Claim** or loss provided always that, if there is any dispute between **You** and **Us** as to whether a **Claim** should be defended, **We** cannot require **You** to continue to defend a **Claim** unless a Queen's Counsel (whose identity is agreed with **Us**) advises that the **Claim** should be defended.

If **We** do take over and conduct the defence or settlement of any such **Claim** or loss **You** shall give **Us** (and any consultants, agents or advisers who may be appointed by **Us**) all such information and assistance as **We** may require and that is in **Your** power to provide.

Without prejudice to the generality of the above, **Your** duty to assist **Us** includes

- (i) providing all such information, documents (including access to those held in computerised or electronic format), assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (ii) ensuring that all documents and records that might be relevant or otherwise required by **Us** as preserved (and, in the case of documents or records that are computerised or otherwise held electronically, ensuring that they are retained in a readily-retrievable form)
- (iii) allowing **Us** to present the best possible defence of a **Claim** within the time constraints available
- (iv) ensuring ready access to all and any information that **We** may require in the defence of a **Claim** or investigation of a loss
- (v) ensuring the payment, on demand, of the **Excess**, in conjunction with the terms of any settlement agreed by **Us**.

#### 15.6 Conditions

- (a) In connection with any **Claim**, **We** may at any time pay **You** the amount of the Limit of Liability (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such **Claim**) or any lesser amount for which **We** believe that such **Claim** can be settled and thereupon **We** shall relinquish the control of such **Claim** and be under no further liability in connection therewith except for **Costs and Expenses** incurred prior to the date of such payment and for which **We** may be responsible under this Section.
- (b) The Limit of Liability and the **Excess** apply to all of **You** jointly. If more than one entity is named in the **Schedule**, the total amount **We** will pay will not exceed the amount **We** would be liable to pay to any one of **You**.
- (c) If any payment is made by **Us** to **You** under the terms of this Section, **You** grant to **Us** all rights of recovery that **You** would have had against any parties from whom a recovery may be made and **You** will take all practical steps to preserve and not to prejudice such rights.
- (d) Where a **Claim** or loss involves the dishonest or fraudulent act or omission of **Your** former or present partner, director, member, consultant or **Employee**
  - (i) **You** shall at **Our** request and expense take all practical steps to obtain reimbursement from such person or from their estates or legal or personal representatives
  - (ii) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from **You** or any monies of such persons held by **You** shall be deducted from any amount payable under this Section
  - (iii) no cover in respect of such **Claim** or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission
  - (iv) nothing herein shall preclude **Us** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.

- (e) **You** shall not be required to contest any legal proceedings unless a senior barrister (to be mutually agreed upon between **You** and **Us**) shall advise that such action has a reasonable prospect of success.
- (f) **We** will automatically extend this Section to cover any entity acquired by **You** during the **Period of Insurance** provided that
- (i) in the 12 month period immediately preceding such acquisition, the revenue of the entity did not exceed 10% of **Your** annual revenue
  - (ii) in the five year period immediately preceding the acquisition, the entity has had no **Claims** or losses in excess of £25,000 in the aggregate and is not aware of any circumstance which may give rise to a **Claim**
  - (iii) **You** have undertaken due diligence prior to the acquisition and are not aware of any potential liability which could result in a **Claim** under this policy
  - (iv) the entity is domiciled in and provides all of its services within the **United Kingdom**
  - (v) the services performed by the acquired entity are similar to those provided by **You**.

Any acquisition which does not meet provisos (i)-(v) above will be automatically covered by this Section for a period of 30 days following the acquisition or (if earlier) until the expiry of the **Period of Insurance** for acts committed after the date of acquisition. **We** are under no obligation to extend cover to the entity beyond that date. **We** may provide **Our** written consent to extend cover subject to **You** complying with any additional terms, conditions, endorsements and paying any additional premium which **We**, at **Our** sole discretion, consider appropriate. If **We** decide not to extend cover, or **Our** amended terms, conditions or additional premium are not acceptable to **You**, **We** may cancel this Section.

# Employee Dishonesty

## 16.1 Cover

**We** will cover **You** in respect of

- (a) loss of **Money** and monetary balances held to **Your** credit by a financial institution or other property
  - (i) belonging to **You**; or
  - (ii) owned by another for which **You** are legally responsible

which **You** sustain solely and directly as a result of any acts of fraud or dishonesty by any of **Your Employees**. Such acts of fraud or dishonesty must

- (1) occur after the **Retroactive Date**
- (2) be committed with the clear intention of making, and which results in, improper financial benefit
  - (a) to the **Employee**; or
  - (b) to any other person or organisation intended by that **Employee** to receive such benefit

Salaries, commission, fees or other benefits earned or paid in the normal course of **Employment** or service are not improper financial benefits.

- (3) be **Discovered** by **You** during the **Period of Insurance** (or any applicable **Discovery Period**).
- (b) **Investigation Costs** in connection with a loss which is covered by this Section which are incurred with **Our** prior written consent.
- (c) **Reinstatement of Data Costs** in connection with a loss which is covered by this Section which are incurred with **Our** prior written consent.

## 16.2 Basis of Settlement

**We** will not be liable for more than

- (a) the lesser of
  - (i) the market value of securities (i) on the business day immediately preceding the day on which the loss is **Discovered**
  - (ii) the cost of replacing the securities.
- (b) the equivalent in **United Kingdom** currency or any other currency calculated at the rate of exchange applicable on the date of settlement. All payments hereunder will be in the currency normally used by **Us** in respect of **Our** business in the **United Kingdom**.
- (c) the cost of labour for the transcription or copying of electronic data, which **You** will provide, in order to reinstate such data.
- (d) in respect of loss of other property the lesser of
  - (i) the value at the date of the loss

- (ii) the cost of repairing or replacing the property with property of a similar quality and value

### 16.3 Limit of Liability

#### (a) Our Liability

**Our** maximum liability in respect of all loss or losses caused by any **Employee** or any other person or in which the **Employee** or other person is acting **In Collusion** either resulting from a single act, event or occurrence or any number of acts, events or occurrences irrespective of when they occur and who suffers the loss, including any **Investigation Costs** and **Reinstatement of Data Costs**, is the Limit of Liability shown in the **Schedule**.

**Our** liability applies in excess of the total amount of the **Excess** applicable to any **Claim**.

**Our** maximum liability in respect of **Investigation Costs**, is 10% (one tenth) of the total payment otherwise agreed under a **Claim** subject to a maximum of £10,000.

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

If a **Claim** results from acts of fraud or dishonesty committed in more than one **Period of Insurance** the Limit of Liability does not accumulate. All such acts will form part of a single **Claim** and the most **We** will pay for all acts no matter in which **Period of Insurance** they were committed. The maximum amount payable will be the Limit of Liability shown in the **Schedule**.

#### Application of the Excess

The **Excess** will apply to each **Claim** under this Section.

Where part of a loss is covered under this Section and part under a policy held by **You** which predates this Section, the **Excess** applicable to the loss under this Section shall be reduced by the excess or deductible actually applied to the loss under such prior policy.

### 16.4 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

#### (a) Third Party Computer and Funds Transfer Fraud

**We** will cover **You** in respect of loss sustained by **You** solely and directly as a result of

- (i) the intentional taking of tangible property other than **Money** and monetary balances held to **Your** credit by a financial institution by fraudulent use of computer hardware, systems, software or program operated by **You**; or
- (ii) **Electronic Instructions, Facsimile Instructions, Telephone Instructions or Written Instructions** which purport to have been sent, issued, given or transmitted by **You** but were in fact fraudulently sent, issued, given or transmitted by someone else without **Your** knowledge or consent.

Such loss must

- (1) occur after the **Retroactive Date**, and
- (2) be **Discovered** by **You** during the **Period of Insurance** (or any applicable **Discovery Period**).

**We** will not cover **You** in respect of

- (a) loss caused by any **Employee** alone or in which any **Employee** is acting **In Collusion**.

(b) loss caused by any contractor or agent or other third party alone or acting **In Collusion** granted access to computer hardware, systems, software or program operated by **You**.

(c) loss of computer time or use.

(b) **Cheque Fraud**

**We** will cover **You** in respect of loss **You** sustain solely and directly as a result of any act of **Forgery** or fraudulent alteration of, on or in any **Cheque** made or drawn by **You** against an account **You** hold with a financial institution located within the **United Kingdom** to pay a specified third party or purporting to have been made or drawn as set out above.

Such loss must

(i) occur after the **Retroactive Date**, and

(ii) be **Discovered** by **You** during the **Period of Insurance** (or any applicable **Discovery Period**).

**We** will also cover you under this Extension for legal fees, costs and expenses incurred by **You** with **Our** written consent in defence of any proceedings brought to enforce payment as a result of **Your** refusal to pay or honour any **Cheque** on the basis that it is **Forged** or fraudulently altered.

**We** will not cover **You** in respect of loss caused by any **Employee** alone or in which any **Employee** is acting **In Collusion**.

(c) **Discovery Period**

Should **We** decline to offer any terms for renewal of this policy or **You** decide not to renew or extend this policy, then **You** will automatically have a **Discovery Period** during which time **You** may continue to notify **Us** of any **Discovery** of loss, but only in respect of losses caused by an act committed prior to the expiry of the **Period of Insurance** or earlier termination.

The **Discovery Period** provided under this Extension shall terminate immediately upon the commencement date of any similar insurance policy obtained by **You** that covers (or but for the existence of this policy would cover) the loss in whole or in part.

(d) **Fraudulent Incoming Payment Request and Fraudulent Mandate Change Instruction**

**We** will cover **You** in respect of loss sustained by **You** solely and directly as a result of having acted upon:

(i) a payment request that:

(1) is received in the normal course of **Your Activities** and upon which **You** would ordinarily act and rely; and

(2) is in electronic, written or printed form, including a facsimile; and

(3) purports to have been sent or communicated from one of **Your Payment Recipients**; and

(4) directs **You** to make payment for goods or services rendered by the transfer of funds; and

(5) has been fraudulently issued with the intent to deceive **You**, without the knowledge and consent of such **Payment Recipient**.

which prior to being acted upon has been tested being a method:

- (a) where any inconsistencies are revealed, **You** validate these by contacting an employee at the **Payment Recipient**, who is independent of the individual who has made such request; and
  - (b) **You** do not rely on the contact details supplied in such request to seek such validation, but instead use contact details held on file.
- (ii) a payment instruction that:
- (1) is received in the normal course of **Your Activities** and upon which **You** would ordinarily act and rely; and
  - (2) is in electronic, written or printed form, including a facsimile; and
  - (3) purports to have been sent or communicated from one of **Your Payment Recipients**; and
  - (4) directs **You** change a direct debit, standing order or bank transfer mandate; and
  - (5) has been fraudulently issued with the intent to deceive **You**, without the knowledge and consent of such **Payment Recipient**.

which prior to being acted upon has been tested being a method:

- (a) **You** validate any such instruction by contacting an authorised person at the **Payment Recipient**, who is independent of the individual who has made such instruction; and
- (b) **You** do not rely on the contact details supplied in such instruction to seek such validation, but instead use contact details held on file

Such loss must

- (1) occur after the **Retroactive Date**, and
- (2) be **Discovered** by **You** during the **Period of Insurance** (or any applicable **Discovery Period**).

The maximum amount **We** will pay in the event of a **Claim** is shown in the **Schedule**.

**We** will not cover **You** in respect of loss caused by any **Employee** alone or in which any **Employee** is acting **In Collusion**.

The **Excess** applicable to each **Claim** under this Extension will be the higher of the **Excess** shown in the **Schedule** or £5,000

## 16.5 Exclusions

**We** will not cover **You** in respect of:

- (a) loss caused by any **Employee** or in which any **Employee** is acting **In Collusion**
  - (i) who **You** do not have the right to supervise and direct.
  - (ii) subsequent to **Discovery** by **You** of actual or suspected dishonesty by that **Employee**.
  - (iii) whose normal place of employment or service is outside the **United Kingdom**.

- (iv) who **You** are unable to identify by name.
- (v) who at the time of the loss legally or beneficially controls more than 5% of **Your** share or other capital.
- (b) loss, the proof of which is dependent upon an inventory calculation or a profit and loss calculation alone.
- (c) loss of a consequential nature including for example loss of potential income interest and dividends and additional expenditure based on incorrect figures and reports.
- (d) penalties and fines.
- (e) loss covered by the Money and Assault Section except for any amount in excess of such Section.

## 16.6 Conditions

### (a) **Other Parties Having the Benefit of Cover**

**You** will be covered under this Section against loss sustained by any **Subsidiary** company, being any company or other entity which **You** own more than 50% of and over which **You** retain management control, but only if it complies with all other terms and conditions of this Section and policy, and

- (i) is listed in the **Schedule**, or
- (ii) **Your** details, provided to enable **Us** to assess the risk, include details in respect of all such **Subsidiary** companies.

The **Employees** of any **Subsidiary** company will be treated as being **Your Employees** and **You** will be responsible for ensuring compliance with all such terms and conditions.

### (b) **Section Replaces Previous Cover With Us**

If this Section replaces any previous section, policy or cover, issued by **Us**, the cover given by this Section will be in continuation of and not in addition to the cover given by the previous section, policy or cover.

### (c) **Clarification of You/Your/The Policyholder**

Regardless of how **You** are described in the **Schedule** all parties insured under this Section will be treated as a whole, are a single insured and the individual, company, organisation or other entity whose name appears first in the **Schedule** will act for all parties insured under this Section whether they are named in the **Schedule** or not.

### (d) **Knowledge Possessed**

Knowledge possessed by any director, partner, trustee or other officer of any parties insured under this Section will constitute knowledge possessed by **You**.

### (e) **Multiple Insured Parties Involved**

**Our** aggregate liability for loss or losses sustained by one or more party insured under this Section will not exceed the amount for which **We** would be liable if all losses had been sustained by one of them.

**We** will not be liable for loss sustained by one or more party insured under this Section to the advantage of any other party insured under this Section.

(f) **Compliance with The Controls and Reference Procedures**

**We** will not be liable to pay any **Claim** if **You** have not complied with and operated any one or more of:

- (i) the fraud control procedures carried out by **You** as noted in the **Schedule**; and
- (ii) the background checks noted in the **Schedule** which are undertaken by **You** prior to the engagement of **Employees**;

which is material to any part of that **Claim**.

(g) **Recoveries**

If any amounts are recovered they will be distributed first to cover the costs of recovery then to **You** for the amount of **Your** loss in excess of the Limit of Liability then to **Us** for the amount paid under the **Claim** and then to **You** for the amount of the **Excess**.

(h) **Claims Procedure**

In the event of a **Claim** under this Section, **You** must make to **Us** for inspection the personnel or human resources file, including any references obtained before or during their employment, of every **Employee** involved or whom **You** accuse of involvement in any loss whether acting alone or acting **In Collusion**.

# Money and Assault

## Part A - Money

### 17.1 Cover

- (a) **We** will cover **You** in respect of loss of **Money**, up to the limit stated in the **Schedule** against each item, which belongs to **You** or **You** are responsible for in connection with **Your Activities** while:
- (i) in transit by **You** or **Your Employees**;
  - (ii) in transit by a security company;
  - (iii) in the **Premises** outside **Working Hours** in a locked safe noted in the **Schedule**;
  - (iv) in any bank night safe;
  - (v) at the home of an authorised person;
  - (vi) in the **Premises** outside **Working Hours** not in a locked safe or strongroom;
  - (vii) in the **Premises** during **Working Hours**;
  - (viii) **Money** in vending or gaming machines on the **Premises**. The maximum **We** will pay in respect of any one **Claim** is £500 unless otherwise specified in the **Schedule**;
  - (ix) in collection tins or boxes. The maximum **We** will pay in respect of any one **Claim** is £100, and £500 in any one **Period of Insurance**.
- (b) The cost of replacement or repair following loss of or **Damage** to any:
- (i) safe or strongroom;
  - (ii) case, bag or waistcoat used for carrying **Money**,
- following theft or attempted theft of **Money**.
- (c) Loss of or **Damage** to clothing and personal belongings owned by **You**, **Your** directors, principals or any **Employee** following theft or attempted theft of **Money** involving violence or threat of violence occurring during the **Period of Insurance**.

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

### 17.2 Extension

This extension is subject otherwise to the terms, exclusions and conditions of the policy.

#### Fundraising Events

**We** will increase the limit stated in the **Schedule** by 100% for the period two days before to seven days after a fundraising event for the following:

- (a) **Money** not contained in locked safe in private dwelling houses of **Your** principals or authorised **Employees**
- (b) **Money** contained in locked safes outside **Working Hours**
- (c) **Money** on the **Premises** during **Working Hours** not in a bank night safe

- (d) any other loss of **Money**

### 17.3 Exclusions

**We** will not cover **You** in respect of:

- (a) loss or shortages due to clerical or accounting errors, or omissions, accountancy depreciation, currency fluctuation or indirect loss of any kind;
- (b) loss due to the dishonesty of **You** or **Your** directors, principals or **Employees**:
  - (i) not discovered within seven working days;
  - (ii) where a more specific insurance is in force, except for any amount in excess of that insurance;
- (c) loss of **Money** from any **Vehicle** where neither **You** nor any person(s) authorised by **You** are able to keep the **Vehicle** under observation and able to observe and prevent any attempt to interfere with it;
- (d) loss or damage outside the **United Kingdom** or the Republic of Ireland;
- (e) loss resulting from:
  - (i) **Forgery**;
  - (ii) fraudulent alteration or substitution;
  - (iii) fraudulent use of a computer or electronic transfer;
- (f) loss resulting from use of any form of payment which proves to be:
  - (i) counterfeit;
  - (ii) false;
  - (iii) invalid;
  - (iv) uncollectable;
  - (v) irrecoverable;for any reason;
- (g) loss of **Money** during transit by unregistered post.

### 17.4 Conditions

- (a) **Minimum Security Standards**

If in relation to any **Claim** for **Damage** as insured by this section **You** have failed to fulfil any of the following conditions, **You** may lose your right to cover or payment for that **Claim**.

**You** must ensure that:

- (i) final exit doors are secured as follows:
  - (1) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate;

- (2) aluminium or UPVC framed doors – a cylinder operated mortice deadlock or a deadlocking multi-point system;
- (3) all other external doors and internal doors giving access to any part of the **Buildings** not occupied by **You** be fitted with either:
  - (a) any of the locking arrangements as specified in 1a) or 1b) above in accordance with the construction of the door frame; or
  - (b) two key operated bolts for doors, one fitted approximately 30cm from the top of the door and the other 30cm from the bottom;
- (4) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom.

When the **Premises** are closed for business all locks fitted to final exit doors must be put into effect.

- (ii) All other external doors and internal doors leading to common areas or other premises, are secured:
  - (i) by the means set out in 1) in this condition; or
  - (ii) by key operated security bolts fitted top and bottom.
  - (iii) All opening windows or roof lights accessible from the ground or via roofs, pipe work or other structures are secured by key operated locking devices or screwed permanently shut.
- (iii) Any security measures stipulated or agreed by **Us** in writing are in active operation.

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

(b) **Money in transit**

If in relation to any **Claim** for **Money** in transit **You** have failed to fulfil any of the following conditions, **You** will lose **Your** right to cover or payment for that **Claim**.

**You** must ensure that:

- (i) it is accompanied by the following number of persons who must be either **You**, **Your** partners, directors or **Employees**:
  - (1) over £4,000 up to £5,000 at least two persons;
  - (2) over £5,000 up to £8,000 at least three persons;
  - (3) over £8,000 at least four persons;
  - (4) over £12,000 as stated in the **Schedule**; and
- (ii) private transport is used for amounts greater than £2,000 where the distance exceeds half a mile; and
- (iii) is not left unattended.

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

(c) **Records, Key Security and Security Devices**

**We** may not pay any **Claim** unless:

- (i) **You** keep a complete record of **Money** in a secure place other than in a safe or strongroom. During **Working Hours** the safe or strongroom will be kept locked and the keys removed from the **Premises** unless the **Premises** are occupied by **You**, **Your** directors, principals or authorised **Employees**, in which case the keys will be kept in a secure place away from any safe or strongroom;
- (ii) whenever the **Premises** are closed for business or left unattended, all security devices to protect the **Premises** are properly fitted and put into full operation.

## Part B – Assault

### 17.5 Cover

**We** will pay compensation to **You** for **Bodily Injury** to an **Insured Person** occurring during the **Period of Insurance** caused by theft or attempted theft, involving violence or threat of violence, which happens in the course of **Your Activities** and directly and independently of any other cause results in any of the following contingencies:

- (a) death;
- (b) permanent and total loss of sight in one or both eyes occurring within 24 months of **Bodily Injury**;
- (c) loss by physical severance of the hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or an entire foot or leg;
- (d) any other total and permanent disablement which, after 24 months of **Bodily Injury**, prevents the **Insured Person** from pursuing any occupation;
- (e) temporary total disablement which, within 24 months of **Bodily Injury**, prevents the **Insured Person** from pursuing their normal occupation;
- (f) partial disablement which, within 24 months of **Bodily Injury**, prevents the **Insured Person** from pursuing a substantial part of their normal occupation

### 17.6 Conditions

(a) **Amounts Payable**

- (i) **We** will pay for any one injury:
  - (1) the compensation stated in the **Schedule**;
  - (2) weekly compensation at four weekly intervals;
  - (3) compensation under contingencies (e) and (f) for a maximum of 24 months from the date that the disablement started;
- (ii) weekly compensation being paid for the same injury will end if **We** pay compensation under any of contingencies (a) – (d);
- (iii) insurance will end for the **Insured Person** if **We** pay compensation under any of contingencies (a) – (d).

(i) **Medical Evidence**

**We** may require, at **Our** expense:

- (i) an **Insured Person** to undergo medical examinations; or
- (iv) post mortem to be carried out.

**You** or **Your** legal representative will supply to **Us**, at **Your** expense any:

- (1) certificate;
- (2) information;
- (3) evidence.

in the format **We** require.

(j) **Medical and Dental Expenses**

Where compensation is payable for contingency (e) and (f) **We** will also pay up to 14% of this amount in respect of medical and/or dental expenses which have been incurred in respect of the **Insured Person**.

The maximum **We** will pay in respect of any one **Insured Person** is £500.

# Goods in Transit

## 18.1 Cover

**We** will cover **You** in respect of:

(a) **Damage**

(i) to **Property Insured** whilst in transit in or on any **Vehicle** including:

- (1) loading and unloading;
- (2) whilst temporarily stored during transit.

The maximum **We** will pay in respect of any one occurrence is the limit of liability as stated in the **Schedule**.

(ii) to **Your** own sheets, ropes, chains, toggles or packing materials while carried on any **Vehicle**.

**We** will replace sheets as new if **You** prove that these were not more than one year old at the time of the **Damage**.

(iii) to **You** or **Your** drivers' personal possessions other than **Money**, watches and jewellery in, or from, any **Vehicle**.

The maximum **We** will pay in respect of any one person for any one occurrence is £500.

**We** will not cover **You** or **Your** driver for **Damage** to any item insured by any other insurance policy.

(iv) to **Tools** in or from any **Vehicle** whilst temporarily stored during transit.

The maximum **We** will pay in respect of any one occurrence is £500.

(k) **Debris Removal**

Costs and expenses incurred by **You** with **Our** written consent:

- (i) in removing debris;
- (ii) in site clearance;
- (iii) for transhipment and recovery charges following collision, overturning or impact of any **Vehicle** with any object;
- (iv) to reduce or prevent **Claims**,

in the **United Kingdom** in connection with **Your Activities**.

The maximum **We** will pay in respect of any one occurrence is £10,000.

## 18.2 Exclusions

**We** will not provide cover in respect of:

(a) **Damage** caused by:

- (i) defective or inadequate packing, insulation or labelling;

- (ii) evaporation or ordinary leakage;
- (iii) vermin, **Wear and Tear** or contamination;
- (iv) an existing or hidden defect;
- (v) delay;
- (vi) inadequate documentation;
- (vii) indirect loss;
- (viii) mechanical, electrical, electronic, electro magnetic, disturbance in order, arrangement or functioning.

However, **We** will cover **You** if **Damage** is caused by external means;

- (b) shortage in weight;
- (c) **Damage** caused by deterioration or variation in temperature.

However, **We** will cover **You** if **Damage** is caused as a result of any **Vehicle** being directly involved in a road traffic accident.

- (d) **Damage** arising from:
  - (i) confiscation, requisition or destruction by order of any government or any public authority;
  - (ii) riot, civil commotion, strikes, lockouts or labour disturbances.
- (e) **Damage:**
  - (i) occurring outside the **United Kingdom**;
  - (ii) not connected with **Your Activities**.
- (f) **Damage** to:
  - (i) audio and visual equipment;
  - (ii) clocks and watches;
  - (iii) computer hardware and software;
  - (iv) explosives;
  - (v) furs and curios;
  - (vi) gold and silver articles;
  - (vii) jewellery and precious stones;
  - (viii) living creatures;
  - (ix) **Money** and bullion;
  - (x) non-ferrous metals;
  - (xi) rare books and works of art;

- (xii) tobaccos, cigars and cigarettes;
- (xiii) wines and spirits.

However, **We** will cover **You** in respect of **Damage to Property** if the **Property** is specifically stated as insured in the **Schedule** and the **Damage** is not otherwise excluded.

- (g) **Damage** caused by theft or attempted theft of the **Property Insured** and/or **Tools** or personal possessions from any **Unattended Vehicle**.
- (h) **Damage** to **Tools** or personal possessions, while temporarily stored during transit for periods exceeding thirty consecutive days;
- (i) **Property** in transit for hire or reward;
- (j) the **Excess** as stated in the **Schedule**.

### 18.3 Conditions

#### (a) Automatic Reinstatement

The limit of liability stated in the **Schedule** will not be reduced by the amount of any **Claim** unless **We** give **You** or **You** give **Us** written notice to the contrary.

**You** must pay the additional premium needed to reinstate the limit of liability.

#### (b) Underinsurance

If at the time of **Damage**, the limit of liability for the **Property Insured**, other than under Clause 19.1(a)(i)-(iv) above, or **Tools** stated in the **Schedule** is less than the value at risk **You** will

- (i) be responsible for the difference in value; and
- (ii) bear a rateable proportion of any loss.

#### (c) Practical Care

If in relation to any **Claim**, **You** have failed to comply with any of the following conditions, **You** may lose **Your** right to cover, or payment for that **Claim**.

**You** must:

- (i) only employ reliable and competent drivers and take all practical measures to:
  - (1) prevent **Damage**;
  - (2) secure loads properly;
  - (3) maintain any **Vehicle** in accordance with current law;
  - (4) ensure any **Vehicle** is suitable for the purpose for which it is to be used;
- (ii) allow **Us** access to examine any **Vehicle** which **You** operate or the **Premises** from which **You** operate.

#### (d) Substitution of Vehicles

Where **Vehicles** are individually specified in the **Schedule**, **We** will insure, limited to the limit of liability, and any other terms and conditions applicable to the original **Vehicle**, the **Property Insured** whilst in or on any other vehicle:

- (i) temporarily substituted for the specified **Vehicle** whilst the **Vehicle** is out of use for maintenance, repair or official vehicle testing;
- (ii) permanently substituted for the specified **Vehicle** provided that **You** inform **Us** in writing within 21 days of the substitution.

# Deterioration of Stock

## 19.1 Cover

**We** will cover **You** in respect of **Damage** to foodstuffs which belong to **You** or are held by **You** in trust or on commission for which **You** are responsible whilst contained in the **Refrigerating Plant** detailed in the **Schedule**; and elsewhere in the **Premises** which, but for the occurrence of an incident covered by this Section, would have been placed in **Your Refrigerating Plant** by deterioration, contamination or putrefaction caused by or arising from:

- (a) rise or fall in temperature as a result of:
  - (i) **Breakdown** or inherent defect in the **Refrigerating Plant**;
  - (ii) non-operation of the thermostatic or automatic controlling devices forming part of the **Refrigerating Plant**;
  - (iii) **Accidental** failure of the supply of electricity;
  - (iv) **Accidental Damage** to the **Refrigerating Plant**.
- (b) **Accidental** leakage of refrigerant or refrigerant fumes from the **Refrigerating Plant**.

## 19.2 Exclusions

**We** will not cover

- (a) loss resulting from:
  - (i) any interruption to the supply of electricity which does not exceed sixty consecutive minutes;
  - (ii) any interruption to the supply of electricity brought about by the deliberate act of any supply authority or by the exercise by any authority of its power to withhold or restrict supply;
  - (iii) **Wear and Tear**, deterioration or gradually developing flaws or defects, partial fractures in the **Refrigerating Plant** or incorrect setting of thermostats and automatic controls;
  - (iv) the **Refrigerating Plant** itself;
  - (v) the failure of flanged, screwed or flat joints of any description.
- (b) the first 10% of each and every loss (minimum £25) in the event of **Damage** involving **Refrigerating Plant** over 10 years old at the time of **Damage**.

## 19.3 Condition

### Maintenance

**On any Refrigeration Plant** over 10 years old, **You** must:

- (a) effect a maintenance contract on any of the **Refrigerating Plant** which does not have hermetically sealed motors and compressors;
- (b) maintain the maintenance contract throughout the currency of this insurance; and
- (c) keep a proper record of all examinations, adjustments and replacements carried out.

In the event of a **Claim** or possible **Claim** under this section, **We** will not be liable for further **Damage** relating to the defective **Refrigerating Plant** until it has been repaired to **Our** satisfaction.

# Personal Accident

## 20.1 Cover

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

- (a) death;
- (b) total and permanent loss of sight in one or both eyes and/or total and permanent loss of hearing in one or both ears;
- (c) loss of one or more limbs being in respect of:
  - (i) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); and/or
  - (ii) a leg – physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint);

- (d) any other permanent total disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the **Insured Person** from pursuing any occupation;
- (e) temporary total disablement which prevents the **Insured Person** from pursuing their normal occupation;
- (f) temporary partial disablement which prevents the **Insured Person** from pursuing a substantial part of their normal occupation.

**We** will not provide cover in respect of any **Claim** relating to any non-contracting parties rights to enforce all or any part of this Section.

In the event of an **Insured Person** suffering permanent disablement as a direct result of **Accidental Bodily Injury** **We** will pay a percentage of the benefit provided for permanent total disablement depending on the degree of permanent disablement.

Benefits for specific disabilities are: Permanent severance or permanent and total loss of use of

(i)	a thumb	30%
(ii)	a forefinger	20%
(iii)	any finger other than a forefinger	10%
(iv)	a big toe	15%
(v)	any toe other than a big toe	5%
(vi)	a shoulder or elbow	25%
(vii)	a wrist, hip, knee or ankle	20%
(viii)	the lower jaw by surgical?	30%

Any permanent disability which is not covered by Capital Benefits or any of the benefits above up to a maximum 100% of the permanent total disablement benefit. Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the **Insured Person** will not be taken into consideration during this assessment.

When more than one form of permanent partial disablement results from **Accidental Bodily Injury** the percentages will be added together but **We** will not pay more than 100% of the permanent total disablement in total.

If a **Claim** is made for Capital Benefits then a **Claim** for permanent partial disablement cannot also be made.

## 20.2 Compensation

The amount of compensation payable to **You** or any **Insured Person** will be the amount as stated in the **Schedule**.

**We** will pay in arrears:

- (a) compensation under Contingencies (e) and/or (f) at 4 weekly intervals;
- (b) compensation under Contingencies (e) and/or (f) for a maximum of 2 years from the date that the disablement started

but where **We** pay compensation under any of Contingencies (a) to (d) specified under this Section:

- (i) any weekly benefit being paid for the same injury will stop;
- (ii) this insurance will end for the **Insured Person**.

**We** will not be liable for any amount in excess of the maximum accumulation limit of £5,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each **Insured Person** will be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

When **We** pay compensation under contingencies (e) or (f), **We** will also pay up to 30% of this amount in respect of medical expenses incurred, subject to a maximum of £10,000 in respect of any one **Insured Person**.

## 20.3 Exclusions

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

- (a) the **Insured Person** suffering from any disability due to a gradually operating cause;
- (b) suicide or attempted suicide;
- (c) deliberate exposure to danger (except in an attempt to save human life);
- (d) the **Insured Person's** own criminal act;
- (e) the **Insured Person** being in a state of insanity;
- (f) flying or other aerial activities (except while travelling as a passenger by a recognised airline);
- (g) pregnancy or childbirth;
- (h) an **Insured Person** practising for or taking part in:
  - (i) mountaineering or rock climbing requiring use of ropes or guides
  - (ii) pot-holing;

- (iii) winter sports;
  - (iv) any kind of racing (except foot races);
  - (v) speed or time trials;
  - (vi) naval, military or air force service or operations;
  - (vii) boxing, wrestling or other forms of unarmed or armed combat.
- (i) the effects of alcohol or drugs (other than drugs whether prescribed by a doctor or lawfully purchased without a prescription which are used as described);
  - (j) any treatment for drug addiction;
  - (k) any consequence resulting from or in connection with any of the following regardless of any other contributory cause or event:
    - (i) **Terrorism;**
    - (ii) any action taken in controlling, preventing, suppressing or in any way relating to **Terrorism,**
    - (iii) except as stated in Special Provision – Terrorism below.

In any action, suit or other proceedings where **We** allege that any consequence resulting from or in connection with (k)(i) and (k)(ii) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit) the burden of proving that any consequence is covered (or is covered beyond that limit) under this Section will be upon **You**.

#### 20.4 Conditions

(a) **Disappearance**

If an **Insured Person** has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by **Accidental Bodily Injury**, that person will be presumed to have died.

However, **You** will repay any compensation if the **Insured Person** is found to have been alive or is found alive after **We** have paid compensation.

(b) **Gross Wages**

Where compensation is on a wages basis, the amount payable will be the average weekly wage:

- (i) in the 12 week period before the date of the **Accidental Bodily Injury**; or
- (ii) any shorter period if the **Insured Person** has been employed by **You** for less than 12 weeks.

**We** will not include overtime, commission or bonus payments unless these are guaranteed.

(c) **Medical Evidence**

- (i) **We** may, at **Our** expense arrange for an **Insured Person** to undergo:
  - (1) a medical examination; or

(2) a post mortem examination.

(ii) **You** or **Your** legal representative will supply to **Us**, at **Your** expense, any

(1) certificate;

(2) information;

(3) evidence.

in the format we require.

(d) **Minors**

If the **Insured Person** is under the age of 16 at the date of the **Accident** giving rise to a **Claim**

(i) The maximum amount payable for death will be £20,000 or the sums insured shown in the **Schedule** whichever is less.

(ii) Permanent total disablement will be disablement wholly preventing the **Insured Person** from engaging in or giving attention to occupational duties of any and every kind caused other than by loss of limb or loss of sight or loss of speech or loss of hearing which disablement lasts without interruption for more than 12 months from the date of **Accident**, and in all probability shall continue for the remainder of the **Insured Person's** life.

(iii) No benefit will be payable for temporary total disablement or temporary partial disablement.

(e) **Non Employees**

In respect of any **Insured Person** who is not **Your** director or **Employee**, permanent total disablement will be disablement wholly preventing the **Insured Person** from engaging in or giving attention to occupational duties of any and every kind caused other than by loss of limb or loss of sight or loss of speech or loss of hearing which disablement lasts without interruption for more than 12 months from the date of **Accident**, and in all probability shall continue for the remainder of the **Insured Person's** life.

# Travel

## 21.1 Cover

### (a) Medical Expenses

#### (i) Cover

**We** will cover **You** in respect of

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

(2) medical expenses

incurred

(a) as a result of the **Insured Person** sustaining **Accidental Bodily Injury** or contracting sickness during the course of an **Insured Journey** outside

(i) the **United Kingdom**, or if different

(ii) the **Insured Person's** normal country of residence; and

(iii) within 24 months of such **Accidental Bodily Injury** or sickness.

The maximum **We** will pay in respect of any one **Claim** is the limit shown in the **Schedule**.

#### (ii) Automatic extensions

##### (1) Emergency Medical Expenses

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

(a) **Hospitals** are contacted and any fees guaranteed

(b) multi-lingual staff are used to converse with doctors and **Hospitals** overseas in their own language

(c) medical advisers are consulted at the outset for their views on the possibility of arranging **Repatriation** and the best method of transportation to be adopted

(d) the patient will be escorted by a medical attendant

(e) assistance is provided upon arrival in the **United Kingdom**

- (f) arrangements are made for other **Insured Persons** to travel home
- (g) arrangements are made for the outward and return journeys for the next of kin or other nominated person to a sick or injured **Insured Person**.

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

**We** will not pay any costs which are not covered under Medical Expenses.

#### **Condition**

If **We** incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the Emergency Assistance Organisation to any person who is not insured under this policy, **You** shall reimburse **Us** in respect of such costs and expenses.

#### (2) **Hospital Expenses**

In the event that an **Insured Person** is admitted as a **Hospital** in-patient outside of the **United Kingdom** **We** will pay **You** on behalf of the **Insured Person** £25 for each complete 24 hour period that the **Insured Person** spends as an in-patient up to a maximum of £5,000.

#### (3) **Replacement Personnel**

In the event that **Repatriation** of the **Insured Person** is necessary as a result of circumstances giving rise to payment of benefit under Medical Expenses and it is necessary for **You** to provide one or more replacement personnel **We** will cover **You** in respect of the costs incurred in transporting the replacement personnel up to a maximum of £10,000 in total for one **Claim**.

#### (iii) **Exceptions**

**We** will not cover **You** in respect of

- (1) the first £25 of each and every **Claim** for each **Insured Person** except for Emergency Medical Expenses
- (2) any **Claim** resulting from
  - (a) **Accidental Bodily Injury** sustained or sickness contracted by any person aged over 80 years old
  - (b) the **Insured Person** engaging in or taking part in naval military or air force service or operations or whilst hunting on horseback or whilst riding or driving in any kind of race or flying other than as a passenger by recognised airlines or any fully licensed standard type multi-engined aircraft operated by a recognised air charter company
  - (c) medical expenses incurred when the specific purpose of the journey is for the **Insured Person** to receive medical treatment or advice
  - (d) medical expenses incurred following the **Insured Person's** return to the **United Kingdom** or normal country of residence if different

- (e) the **Insured Person** being under the influence of or being directly or indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)
- (f) suicide, attempted suicide or intentional self-injury by the **Insured Person** or from deliberate exposure to danger (except in an attempt to save human life) or from the **Insured Person's** own criminal act or **Accidental Bodily Injury** sustained whilst the **Insured Person** is in a state of insanity
- (g) the **Insured Person** travelling against the advice of a medical practitioner
- (h) the **Insured Person** giving birth or pregnancy of the **Insured Person** within eight weeks of the most recently advised expected date of confinement

(b) **Baggage and Personal Belongings**

(i) **Cover**

In the event of the **Insured Person** suffering loss of or **Damage** to **Baggage and Personal Belongings** during an **Insured Journey** We will cover You or an **Insured Person** in respect of loss of or **Damage** up to the limit shown in the **Schedule** for any one **Claim**.

(ii) **Provisions**

- (1) We shall be entitled in the event of a loss and at **Our** sole option to replace any article lost (whether wholly or in part) or to pay cash therefore not exceeding in any event the insured value thereof.
- (2) The maximum amount payable in respect of any one unspecified item will be £1,000 or 50% of the total sum insured whichever is the lower.
- (3) Total loss or destruction of an insured item shall be dealt with on a full replacement basis for any unspecified item. There will be no reduction for **Wear and Tear**.

(iii) **Temporary Loss Extension**

In the event of an **Insured Person** being temporarily deprived of their **Baggage and/or Personal Belongings** for at least four hours from the time of arrival at their destination during an **Insured Journey**, We will reimburse You or the **Insured Person** in respect of emergency and necessary purchases subject to a maximum of £750 for any one **Claim**.

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

We will not cover You in respect of

- (1) the first £25 of each and every **Claim** for each Insured person, except when the **Claim** is for temporary loss of **Baggage and/or Personal Belongings** on an outward journey

- (2) any **Claim** resulting from
  - (a) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried
  - (b) moth or vermin
  - (c) **Wear and Tear** (this does not apply to the loss of or **Damage** to any item resulting from **Wear and Tear** to a clasp setting or other fastening to a carrier or container)
  - (d) loss of cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets or coupons with distinct monetary value
  - (e) loss or **Damage** caused by delay, detention or confiscation by order of any Government or Public Authority
  - (f) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the **Insured Person** will need to obtain a property irregularity report)
  - (g) loss or **Damage** resulting from pressure in an aircraft cargo hold
  - (h) theft or attempted theft of **Baggage and/or Personal Belongings** from any **Unattended Vehicle** unless the **Baggage and/or Personal Belongings** have been placed out of sight or in a locked boot.

(iv) **Condition**

The **Insured Person** must take all practical care to avoid loss or **Damage** to their **Baggage and/or Personal Belongings**

(c) **Money**

(i) **Cover**

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

- (1) during the course of an **Insured Journey** or
- (2) occurring during the 120 hours immediately prior to such journey or the 120 hours following such journey if obtained for the purposes of undertaking the **Insured Journey** and in the custody and control of the **Insured Person**.

**We** will reimburse **You** or the **Insured Person** in respect of such loss up to the limit shown in the **Schedule** for any one **Claim**

**Provision**

The maximum **We** will pay in respect of cash, bank or currency notes being carried at any one time shall be limited to £1,000.

(ii) **Fraudulent use of Credit Cards Extension**

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

(iii) **Emergency Passport Expenses Extension**

If the **Insured Person** sustains

- (1) loss of or **Damage** resulting in any visa and/or passport required for an **Insured Journey** becoming void during the course of the **Insured Journey** **We** will reimburse **You** on behalf of the **Insured Person** in respect of fees charged by the appropriate consular visa and/or passport office for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £1,000 for any **Insured Journey**; or
- (2) theft of any visa and/or passport within seven days prior to the proposed departure date of an **Insured Person** **We** will reimburse **You** on behalf of the **Insured Person** for any additional accommodation and/or travel expenses incurred prior to the proposed departure date by the **Insured Person** or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained subject to a maximum of £750 for any **Claim**.

**We** will not cover **You** in respect of

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

(iv) **Condition**

The **Insured Person** shall take all practical care in avoiding any loss.

(d) **Cancellation, Curtailment or Change of Itinerary**

(i) **Cover**

In the event of the necessary and unavoidable cancellation, curtailment or change of itinerary of an **Insured Journey**

- (1) following the death, **Accidental Bodily Injury** or sickness of

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

**We will reimburse You or the Insured Person** in respect of all non-recoverable deposits, advance payments and other charges paid or due to be paid by **You** or the **Insured Person** for travel and/or accommodation in respect of the proposed **Insured Journey** up to the limit shown in the **Schedule** for any one **Claim**.

**We will not cover You** in respect of any **Claim** resulting from

- (a) the **Insured Person** or the **Insured Person's** business colleague on the **Insured Journey** travelling or planning to travel against the advice of a registered medical practitioner
- (b) any circumstances under (1)(b) where any medical condition from which the relevant person is known by the **Insured Person** to be suffering at the commencement of the **Insured Journey** or if earlier the date of cancellation or date of curtailment or change of itinerary. This exception shall not apply if such condition has been without the necessity of professional treatment or consultation in the 12 months immediately prior to such date
- (c) the death or **Accidental Bodily Injury** or sickness of any person aged over 80 years
- (d) childbirth or pregnancy where the cancellation, curtailment or change of itinerary occurs within eight weeks of the most recently advised expected date of medical confinement

- (e) the **Insured Person** deciding not to travel or, if on an **Insured Journey**, deciding not to continue to travel
- (f) any **Insured Journey** cancelled or curtailed where the Foreign and Commonwealth Office (FCO) advice at the time the trip was booked is 'against all travel to' the chosen destination.

(ii) **Replacement**

When an **Insured Journey** has been cut short following departure as a direct and necessary result of any cause outside **You** or the **Insured Person's** control **We** will reimburse **You** for the additional cost of travel and accommodation necessarily incurred as a direct result of

- (1) returning **You** or the **Insured Person** to the **United Kingdom** or normal Country of Residence (if different)

- (2) sending a replacement to assume the duties of the original **Insured Person**

up to a limit of £10,000.

(e) **Travel Delay and Missed Departure**

(i) **Part A – Travel Delay**

If the outward or homeward departure of an aircraft, train, coach or sea vessel in which the **Insured Person** has booked to travel is delayed for at least 12 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, train, coach or sea vessel, **We** will compensate **You** by the amount of £50 for the first complete four hours delay and £50 for each complete four hours delay thereafter but not exceeding the amount paid in respect of fares for such delayed travel or £250 whichever is the lesser.

**We** will not cover **You** in respect of any **Claim** resulting from

- (1) the failure of the **Insured Person** to check-in not later than the time indicated by the carriers
- (2) the failure of the **Insured Person** to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for the delay
- (3) the withdrawal from service, temporarily or otherwise, of any aircraft, train or sea vessel on the orders or recommendation of the manufacturer, the civil aviation authority, a port authority or any other similar body in any country
- (4) the failure of the **Insured Person** to accept alternative equivalent means of transport within the period of delay where there is offered on reasonable terms in exchange for the original mode of conveyance
- (5) strike, labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the **Insured Journey** was booked
- (6) delay where compensation is recoverable from the airline or other carrier.

(ii) **Part B – Missed Departure**

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

**We** will not cover **You** in respect of any **Claim** resulting from

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

(f) **Hijack, Kidnap and Ransom**

(i) **Cover**

In the event of the conveyance in which an **Insured Person** is travelling being subject to **Hijack** during an **Insured Journey** and the **Insured Person** being detained as a result for a period in excess of 24 hours or if during an **Insured Journey** the **Insured Person** is detained as a result of **Kidnap** **We** will reimburse **You** on behalf of the **Insured Person** as below

(1) **Hijack**

£500 per day for each complete period of detention

(2) **Kidnap**

£500 per day for each complete period of detention to a maximum of £25,000 in total for any one occurrence, and

(3) **Kidnap and Ransom**

Up to a maximum of £250,000 in any one **Period of Insurance** for the fees and expenses of **Our** Security Consultants incurred in response to a **Kidnap** including for example ransom monies, being a consideration paid or promised to be paid to a person or group believed to be responsible for **Kidnap** which is incurred to terminate the **Kidnap**, incurred solely and directly as a result of **Kidnap** outside the **United Kingdom** or the **Insured Person's** Country of Residence (if different).

(ii) **Automatic Extensions**

If an **Insured Person** is the victim of a **Hijack** or **Kidnap** during an **Insured Journey** **We** will continue cover until the **Insured Person** has returned to the **United Kingdom** or their Country of Residence (if different) or until a period of 12 months from the date of **Hijack** or **Kidnap** has expired whichever occurs first.

(iii) **Life Threatening Situation Expenses Extension**

In the event that an **Insured Person** becomes involved in a situation where **Our** Security Consultants agree that the **Insured's Person's** life is in danger **We** will pay **You** for any costs incurred by **Our** Security Consultants in extracting the **Insured Person** from such situation up to a maximum limit of £25,000 for all **Claims** in any **Period of Insurance**.

All decisions are intelligence based: **Our** in-house analysts monitor the situation in the country concerned and where possible **We** establish contact with a consultant in that country. Every situation is unique and the decision to deploy on-ground consultants will be based on the traveller and their individual needs assessed by **Our** Security Consultants.

**Exceptions**

**We** will not be liable for any **Life Threatening Situation** expenses **Claim**

- (1) where the **Life Threatening Situation** is due to any unpaid debt or criminal or fraudulent act of the **Insured Person**
- (2) incurred in the **United Kingdom** or the **Insured Person's** Country of Residence (if different)
- (3) where the **Insured Person** has deliberately exposed themselves to undue peril
- (4) where after commencement of an **Insured Journey**, warnings to leave have been given by **Our** Security Consultants or the British Government via the Foreign and Commonwealth Office and the warnings have not been acted upon in a timely manner
- (5) incurred in relation to **Hijack** or **Kidnap**
- (6) for any sums the **Insured Person** becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by **You** in defence of such action as the result of alleged negligence or incompetence in extrication from the **Life Threatening Situation** or alleged negligence in not preventing the involvement of the **Insured Person** in such a situation.

(iv) **Exceptions**

**We** will not be liable for any **Claim**

- (1) for an **Insured Person** within the **United Kingdom** or their normal Country of Residence (if different)
- (2) relating to **Your** criminal or fraudulent act or that of the **Insured Person**
- (3) if **You** or the **Insured Person** has had **Kidnap** insurance declined or cancelled in the past
- (4) for any **Kidnap** which occurs in Afghanistan, Columbia, Mexico, Nigeria, Philippines or Venezuela unless agreed by **Us** in writing
- (5) for any sums **You** become legally liable to pay as the result of any legal action for damages including legal costs incurred by **You** in defence of such action as the result of alleged negligence or incompetence in hostage retrieval or negotiations following **Kidnap** or alleged negligence in not preventing **Kidnap**.

(v) **Conditions**

- (1) **You** must make all practical efforts not to disclose the existence of this insurance.
- (2) **You** must inform **Our** Security Consultants as soon as practicably possible in the event of any circumstances that could give rise to a **Claim** under this Section. Their telephone number is +44 208 608 4129
- (3) **You** must provide **Our** Security Consultants with all assistance and information as soon as practicably possible and must not attempt to make arrangements without the involvement and/or agreement of **Our** Security Consultants.

(g) **Personal Liability**

(i) **Cover**

**We** will cover the **Insured Person** for sums which the **Insured Person** shall become legally liable to pay as damages and the **Insured Person's** proper costs and expenses in respect of **Accidental** death or bodily injury to any other person or accidental loss of or **Damage to Property** of any other person.

All costs and expenses incurred with **Our** written consent in respect of any **Claims** against **You** shall be payable in addition, notwithstanding that **Our** total liability does not exceed the limit shown in the **Schedule**.

**We** will not cover the **Insured Person** in respect of

- (1) **Accidental** death or bodily injury sustained by any member of the **Insured Person's** family or any person who is under a contract of service with **You** and which arises out of and in the course of **You** or liability arising in connection with any business profession or occupation
- (2) liability for loss of or **Damage to Property** belonging to or in the custody or control of the **Insured Person** their family or of any servant or agent of the **Insured Person** or liability arising out of the ownership, possession or use by the **Insured Person** or any land or buildings
- (3) liability assumed by the **Insured Person** by agreement unless such liability would have attached to the **Insured Person** in the absence of such agreement
- (4) liability in respect of any wilful or malicious act
- (5) any liability which is the result of any **Claim** resulting from the transmission of any communicable disease or virus.

(ii) **Provision**

**Our** liability under this Cover for all damages, including interest, payable by the **Insured Person** to any claimant or number of claimants in respect of any one occurrence or all occurrences or a series arising out of one original cause shall not exceed the limit shown in the **Schedule**.

(iii) **Conditions**

- (1) The **Insured Person** shall give notice to **Us** as soon as practicably possible of any occurrence for which there may be liability and shall provide **Us** with such particulars and information **We** may require and shall forward to **Us** on receipt every letter, writ, summons, and process and shall advise **Us** as soon as practicably possible after the **Insured Person** has knowledge of any impending prosecution inquest for fatal inquiry in connection with the said occurrence.
- (2) **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any **Claim** without **Our** written consent.
- (3) **We** shall be entitled, at **Our** discretion, to take over and conduct in the name of the **Insured Person** the defence or settlement of any **Claim** and to prosecute at **Our** own expense and for **Our** own benefit any **Claim** for reimbursement or damages against any other persons and the **Insured Person** shall give all information and assistance required.
- (4) **We** may at any time, at **Our** sole discretion, pay to the **Insured Person** the sum insured stated in this Cover in respect of any occurrence or any lesser sums for which the **Claim** or **Claims** arising from such occurrence can be settled and **We** shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- (5) In the event of a **Claim** or series of **Claims** resulting in a liability of the **Insured Person** to pay a sum in excess of the sum insured stated in this Cover **Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payments to the **Insured Person** bears to the total payment made by or on behalf of the **Insured Person** in settlement of the **Claim** or **Claims**.

## 21.2 Exclusion

(a) **Terrorism**

**We** will not cover **You** in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (i) **Terrorism**
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to **Terrorism**

except as stated in Special Provision – Terrorism below.

### **Special Provision - Terrorism**

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

- (a) except as provided for in (b) below neither of the exclusions in (i) and (ii) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser amount of
  - (i) any limits, amounts payable or maximum accumulation stated in the **Schedule**; or
  - (ii) £1,000,000.

- (b) the exclusions in (1) and (2) above shall apply to these covers if
- (i) the **Terrorism** directly or indirectly utilises nuclear and/or chemical and/or biological and/or radiological means
  - (ii) the **Terrorism** results in harm or **Damage** to life or to **Property** of a nuclear and/or chemical and/or biological and/or radiological nature.

In the event of a **Claim** exceeding the total amount payable under this Special Provision – **Terrorism** **Our** liability in respect of each **Insured Person** claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

# Equipment Breakdown

## 22.1 Cover

**We** will cover **You** for direct physical loss or **Damage** and any specified business interruption from an **Accident to Covered Equipment** at the **Premises**

The maximum **We** will pay under this Section is:

- (a) £500,000 for any one **Accident to Computer and Electronic Equipment**
- (b) £5,000 for any one **Accident to Portable Computer Equipment**

subject to a maximum of £5,000,000 for any one **Accident**.

This cover will apply only where the Material Damage, Business All Risks and Business Interruption Sections of the policy are shown as operative under the **Schedule** for the current **Period of Insurance**.

## 22.2 Basis of Settlement

As described in the Material Damage, Business All Risks and Business Interruption Sections of this policy.

## 22.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

The following extensions of cover apply to loss or **Damage** caused by or resulting from an **Accident to Covered Equipment**

**Our** liability for the extensions shall be £5,000,000 unless there is a sub limit shown in the extension.

### (a) **Away from Premises**

**We** shall provide cover for direct physical loss or **Damage** and any specified business interruption from an **Accident to Covered Equipment**

- (i) during **Transit** anywhere in the **United Kingdom**
- (ii) whilst temporarily removed from the **Premises** to anywhere within the **United Kingdom**
  - (1) as long as the **Covered Equipment** remains under **Your** control, or
  - (2) if it is removed for the purpose of repair, replacement, restoration, service or modification
- (iii) for **Portable Computer Equipment** at any location or in **Transit** anywhere in the world.

### (b) **Hazardous Substances**

**We** shall be liable for the additional cost to repair or replace **Covered Equipment** because of contamination by a hazardous substance being any substance other than ammonia that has been declared to be hazardous to health by a governmental agency, including any additional expenses incurred to clean up or dispose of such property.

**Our** liability shall not exceed £10,000 any one **Accident** in respect of such additional costs.

(c) **Reinstatement of Data and Computer Increased Costs of Working**

**We** shall be liable for the following costs incurred in consequence of an **Accident** to or **Electronic Derangement of Computer and Electronic Equipment**, including such loss or **Damage** which occurs at **Your Service Provider's** premises.

(i) **Reinstatement of Data**

Costs incurred in reinstating **Data** lost or damaged.

**Our** liability shall not exceed £50,000 any one **Accident**.

Provided that

(1) liability is limited solely to the cost of reinstating **Data** onto **Data Storage Materials**

(2) **We** shall not be liable for loss of or **Damage** to software.

(ii) **Computer Increased Costs of Working**

Costs incurred in minimising or preventing the resulting interruption or interference to **Your** computer operations.

**Our** liability shall not exceed £50,000 any one **Accident** in respect of such additional costs.

(d) **Business Interruption**

Provided that the Business Interruption Section of this policy is operative **We** shall be liable for financial loss caused by or resulting from an **Accident** to **Covered Equipment**, including such loss or **Damage** which occurs at **Your Service Provider's** premises.

**Our** liability in any one **Period of Insurance** shall not exceed £100,000 under this extension.

**We** shall not be liable under this extension for any loss resulting from Extension 22.3(k) – Damage to Own Surrounding Property.

(e) **Anchor Location**

Provided that the Business Interruption Section of this policy is operative **We** shall be liable for financial loss caused by or resulting from an **Accident** to property at an **Anchor Location**.

Provided that

(i) the property at the **Anchor Location** is of a similar type and function to the **Covered Equipment** that is the subject of this Section

(ii) the **Anchor Location** has been open for business for at least six months prior to the **Accident** and is located within one mile of the **Premises**.

**Our** liability in any one **Period of Insurance** shall not exceed £50,000 under this extension.

(f) **Public Authorities/Law or Ordinance**

If an **Accident to Covered Equipment** damages a building that is covered under this policy and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the **Accident** that regulates the construction or repair of buildings or establishes zoning or land use requirements **We** shall be liable for the following additional costs to comply with such ordinance or law:

- (i) **Your** actual expenditures for the cost to demolish and clear the site of undamaged parts.
- (ii) **Your** actual expenditures for increased costs to repair rebuild or construct the building. If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use ordinance or law.

**We** shall not be liable for:

- (1) any fine
- (2) any liability to a third party
- (3) any increase in loss due to a hazardous substance (other than as specifically insured under Extension 22.3(b) – Hazardous Substances)
- (4) increased construction costs until the building is actually repaired or replaced.

This extension is within and does not increase the limit of liability shown in the **Schedule**.

(g) **Public Relations Costs**

In the event of financial loss and with **Our** prior written agreement **We** will pay the cost for the services of a professional public relations firm to assist **You** in creating and disseminating communications to:

- (i) the media
- (ii) the public
- (iii) **Your** customers and clients.

(h) **Expediting Expenses**

With respect to damaged **Covered Equipment** **We** shall be liable for the extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.

**Our** liability shall not exceed £20,000 any one **Accident** under this extension.

(i) **Hire of Substitute Item**

If **Covered Equipment** is damaged as a result of an **Accident** **We** shall be liable for the cost of hire charges actually incurred by **You** during the **Period of Insurance** for the hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

**Our** liability shall not exceed £10,000 any one **Accident** under this extension.

(j) **Storage Tanks and Loss of Contents**

The insurance under this Section extends to include **Damage** caused by an **Accident** to oil storage tanks or water tanks including connected pipework belonging to **You** or for which **You** are responsible at the **Premises**.

In addition this extension covers loss of the contents of oil storage tanks caused by

- (i) escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **Accident**
- (ii) contamination - contamination of the contents of oil storage tanks caused by or resulting from an **Accident** including cleaning costs incurred as a result of such loss.

**Our** liability shall not exceed £10,000 any one **Accident** under this extension.

(k) **Damage to Own Surrounding Property**

**We** will pay for **Damage to Property** at the **Premises** belonging to **You** or in **Your** custody and control and for which **You** are responsible directly resulting from the **Explosion** or **Collapse** of any **Covered Equipment** operating under steam pressure.

**Our** liability shall not exceed £2,000,000 any one **Accident** under this extension.

(l) **Additional Access Costs**

Provided that the Business Interruption Section of this policy is operative **We** shall be liable under this extension for any additional costs incurred in order to gain access to repair or replace the **Covered Equipment** following an **Accident**.

**Our** liability shall not exceed £20,000 any one **Accident** under this extension.

(m) **Debris Removal**

**We** shall be liable under this extension for costs incurred in the removal of debris and protection of **Covered Equipment** following an **Accident**.

**Our** liability shall not exceed £25,000 any one **Accident** under this extension.

(n) **Repair Costs Investigation**

With **Our** prior written agreement **We** will pay costs relating to repair investigations and tests by consulting engineers for **Damage to Covered Equipment** following an **Accident** for an amount not exceeding £25,000 any one **Accident**.

**We** shall not be liable under this extension for fees incurred in preparing a **Claim**.

(o) **Energy Efficiency Improvements**

With **Our** prior written agreement **We** will pay the additional cost to replace the damaged **Covered Equipment** following an **Accident** with similar equipment that is better for the environment, safer and more efficient than the **Covered Equipment** being replaced.

**Our** liability shall not exceed 25% of the new replacement cost of the damaged **Covered Equipment** or £25,000 whichever is less.

## 22.4 Exclusions

**We** will not cover **You** in respect of:

- (a) loss or **Damage** caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
- (b) for loss or **Damage to Data or Data Storage Materials** of any kind caused by:

- (i) programming error or programming limitation
  - (ii) computer virus
  - (iii) introduction of malicious code
  - (iv) loss of **Data** (other than as specifically provided for under Extension of 22.3(c)(i) – Reinstatement of Data)
  - (v) loss of access
  - (vi) loss of use
  - (vii) loss of functionality
- (c) for loss or **Damage** caused by:
- (i) depletion deterioration corrosion erosion **Wear and Tear** or other gradually developing conditions
  - (ii) any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance
- but if loss or **Damage** from an **Accident** results **We** will be liable for that resulting loss or **Damage**
- (d) for loss or **Damage** recoverable under any maintenance agreement or any warranty or guarantee
  - (e) for any **Claim**, cost or loss caused by or resulting from **Your** commercial decision to stop trading, or the decision of a **Service Provider** to stop or reduce trade with **You** or restrict services.

## 22.5 Conditions

### (a) Precautions

**You** shall exercise due diligence in:

- (i) complying with any statute or order
- (ii) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking practical precautions to prevent loss or **Damage**.

**We** shall have no liability under the policy, if **You** fail to comply with these precautions unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### (b) Back Up Records

**You** must back up original **Data** at least every 7 days.

If a **Service Provider** processes or stores **Data** for **You**, **You** must make sure that the terms of the contract with the **Service Provider** allows for **Data** to be backed up in line with this condition.

**You** must take precautions to make sure that all **Data** is stored safely.

**We** shall have no liability under the policy, if **You** fail to comply with these precautions unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



# Cyber Liability

## 23.1 Cover

### (a) Cyber Liability

**We** will pay **Damages** and **Defence Costs** arising from a **Claim** first made against **You** during the **Period of Insurance** and in the course of **Your Activities** as a result of:

- (i) **You** or **Your Service Provider** failing to secure, or prevent unauthorised access to, publication of or use of **Data** (including any interference with any right to privacy or publicity, breach of confidence or **Your Data Privacy Obligations**);
- (ii) **You** unintentionally transmitting, or failing to prevent or restrict the transmission of, a **Virus or Similar Mechanism, Hacking or Denial of Service Attack** from **Your Computer System** to a third party; or
- (iii) loss of reputation (including that of a product) or intellectual property rights being infringed (broken, limited or undermined) as a result of:
  - (1) the content of any emails distributed by **Your Computer System**;
  - (2) the content of **Your** website;
  - (3) online promotional marketing material; or
  - (4) other **Data** processed or distributed by **Your Computer System**.

For the purposes of Cover (a) – Cyber Liability, references to **You** also mean any of **Your Employees** or **Directors and Officers**.

### (b) Data-Breach Expense

If during the **Period of Insurance** **You** discover that **You** have failed to keep to **Your Data Privacy Obligations** in the course of **Your Activities**, **We** will pay the following.

- (i) The cost of hiring professional legal and forensic information-technology services to investigate and tell **You** how **You** should respond.
- (ii) The cost of informing affected parties, the data privacy regulator and other relevant third parties or organisations worldwide.
- (iii) The cost of providing the following support services to affected parties as the result of **You** failing to keep to **Your Data Privacy Obligations**:
  - (1) Credit file monitoring, identity theft assistance and helping the affected parties to correct their credit records and take back control of their personal identity.
  - (2) Providing a helpline to respond to enquiries after informing affected parties.

These services will only be provided for 12 months, and only if:

- (a) The **Data Privacy Obligations** **You** have failed to keep to relate to personal data; or
- (b) **You** must provide the relevant service under **Your Data Privacy Obligations**.

- (iv) Public-relations and crisis-management expenses, if **We** have given **Our** written permission, for communicating with the media, **Your** customers and the public to minimise damage to brands and business operations, and any damage to **Your** reputation.

(c) **Computer System Damage, Data, Extra Cost and Business Income**

**We** will pay for the following arising as a result of a **Cyber Event You** discover during the **Period of Insurance**:

- (i) the cost of investigating, reconfiguring and rectifying any **Damage to Your Computer System** or the **Computer System** of a **Service Provider**, and restoring and recreating **Data**; and
- (ii) extra costs to prevent or reduce the disruption to the functions carried out by **Your Computer System** during the **Indemnity Period**; and
- (iii) **Your** loss of **Business Income** during the **Indemnity Period**.

The amount of loss of **Business Income We** pay will be based on **Your Business Income** during the 12 months before the **Cyber Event**, as recorded in **Your** accounts. **We** will make adjustments to reflect trends and circumstances which may affect the **Business Income**, or which would have affected the **Business Income** whether or not the **Cyber Event** had happened.

This does not include the value of **Data to You**, even if the **Data** cannot be restored or recreated.

## 23.2 Basis of Settlement

The most **We** will pay for all **Claims We** accept under this Section in total for the **Period of Insurance** is £50,000 plus any Extensions shown below, regardless of the number of **Claims** or claimants.

Any **Defence Costs We** pay will be within, not on top of, the sum insured stated in the **Schedule**.

For any and all **Claims** arising for the **Period of Insurance We** may pay the full sum insured that applies.

When **We** have paid the full sum insured, **We** will not pay any further amounts for any **Claims** or for associated **Defence Costs** arising after **We** pay the full sum insured.

## 23.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

**We** will provide Extensions below. For each Extension **We** will not pay more than £10,000 in total for the **Period of Insurance**.

(a) **Accountants' Fees**

**We** will pay the cost of **You** providing the information **We** need to work out the amount **We** should pay as a result of:

- (i) extra staffing costs; and
- (ii) extra fees charged by **Your** usual auditors or accountants.

(b) **Avoiding Corruption**

If **We** have agreed in writing:

- (i) **We** will pay the cost of locating and removing a **Virus or Similar Mechanism** from **Your Computer System** which has not necessarily caused any **Damage** or disruption; and
- (ii) where a **Virus or Similar Mechanism** or **Hacking** has affected **Your Computer System** during the **Period of Insurance**, **We** will pay the cost of hiring professional consultants to make recommendations on how to prevent **Your Computer System** from being infected by **Virus or Similar Mechanism** or to prevent **Hacking**.

(c) **Investigation Cost**

If **We** accept a **Claim** for **Damage** or other loss, and **We** agree in writing, **We** will pay the cost of investigating possible repair, replacement or restoration.

(d) **Loss-Prevention Measures**

**We** will pay the cost of preventing or minimising actual or expected **Damage** or other loss covered by this Section, as long as:

- (i) **Damage** or other loss would be expected if the measures were not taken;
- (ii) **We** are satisfied that the **Damage** or other loss has been prevented or minimised by these measures; and
- (iii) the cost is limited to the cost of **Damage** or other loss which would have been caused.

The full terms and conditions of this Section apply as if **Damage** or other loss covered by this Section had arisen.

(e) **Security Audit**

If the failure to keep to **Data Privacy Obligations** insured by this Section resulted from security weaknesses in **Your Computer System**, **We** will pay the cost of a professional consultant carrying out an audit of **Your Computer System** to assess the security weaknesses and advise **You** on how to make improvements.

(f) **Temporary and Fast-Tracked Repair**

If **We** accept a **Claim** for **Damage** or other loss, **We** will pay the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration.

## 23.4 Exclusions

**We** will not pay for any **Claim**, cost or loss caused by or resulting from the following:

(a) **Associated Companies or Other Insured Parties**

any **Claim** brought against **You** by:

- (i) another person named as 'insured' in the **Schedule**;
- (ii) any of **Your** parent or **Subsidiary** companies; or
- (iii) any company which **You** are a director, officer, partner or employee of and have a financial interest in.

This exclusion does not apply to **Personal Data** relating to **Employees** or **Directors and Officers** as long as any benefit they receive is no more than any third party would receive.

(b) **Circumstances before Your Policy Started**

- (i) circumstances which existed before any cover provided by this Section started, and which **You** knew about; or
  - (ii) **Claims** or circumstances which **You** have already reported, or which **You** should have reported, to a previous insurer before the **Period of Insurance**.
- (c) **Confiscation**

**Your** property being confiscated or damaged by, or under the order of, any government, public or police authority, other than:

  - (i) to protect life or prevent **Damage to Property**; or
  - (ii) as the result of a regulatory investigation after **You** have failed, or allegedly failed, to keep to **Your Data Privacy Obligations**.
- (d) **Deficiency or Improvements**

The cost of correcting any failings in procedures, systems or security.
- (e) **Deliberate Defamation or Disparagement**

Defamatory or disparaging statements or publications made deliberately or recklessly if it could be anticipated by a reasonable person that the statements could result in a **Claim** against **You**.
- (f) **Employer Liability**

**You** failing to keep to any obligation **You** have to **Your Employees** or **Directors and Officers**, unless this is specifically insured by this Section after **Your Data Privacy Obligations** have not been met.
- (g) **Excess**

The **Excess** specified in the **Schedule**.
- (h) **External Network Failure**

Under Cover 23.1(a) – Computer System Damage, Data, Extra Cost and Business Income, the failure or interruption of or **Damage** to any electrical power supply network or telecommunication network, including for example, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure, not owned and operated by **You**.

This exclusion shall not apply to any cost or loss caused by or resulting from physical **Damage** if otherwise insured by this Section, to the electrical power supply network, telecommunications or other property.
- (i) **Extortion or Ransom**

Any extortion, blackmail or ransom payments or demands.
- (j) **Financial Reporting**

Any mistakes in financial statements or representations concerning **Your Activities**.
- (k) **Indirect Loss**

Penalties **You** have to pay under a contract for any delay or in connection with guarantees of performance or efficiency.

(l) **Intentional Acts**

Any intentional act, or failure to act, by **You** or **Your Directors and Officers**, unless the act or failure to act is a measure to prevent or minimise injury, **Damage** to **Your Hardware**, loss of **Business Income** or a **Claim** for **Damages**.

(m) **Legislation and Regulations**

**You** actually or allegedly breaking any taxation, restraint of trade, competition or anti-trust law or regulation.

(n) **Normal Upkeep**

The cost of normal **Computer System** maintenance.

(o) **Nuclear Risks**

(i) Ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste, or from burning nuclear fuel.

(ii) The radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them.

(iii) Any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.

(iv) The radioactive, toxic, explosive or other dangerous properties of any radioactive material.

(p) **Patent**

Infringement of any patent without the patent holders permission.

(q) **Product Liability or Professional Liability**

Goods, products or software **You** have sold, supplied, manufactured, constructed, installed, maintained, repaired, altered or treated, or any inadequate or incorrect advice or services **You** have provided.

(r) **Telecommunications Systems**

Atmospheric or environmental conditions causing temporary interference with any satellite signal.

(s) **Terrorism**

(i) **Terrorism**, regardless of any other cause or event contributing to the **Damage**, loss of **Business Income** or other loss.

(ii) Civil commotion in Northern Ireland.

(iii) Any action taken to control, prevent, suppress or in any way deal with **Terrorism**.

**Virus or Similar Mechanism, Hacking or Denial of Service Attack** will not be regarded as **Terrorism**.

(t) **Time Excess**

Loss of **Business Income** arising during the **Time Excess**.

(u) **Trading Risk**

**Your** commercial decision to stop trading, or the decision of a **Service Provider**, customer or supplier of **Yours** to stop or reduce trade with **You** or restrict services.

(v) **War**

War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or uprising.

This general exclusion does not apply to any **Damage**, loss of **Business Income** or other loss resulting from, or caused by, weapons of war which were not discovered before the start of the **Period of Insurance**, as long as there is no war in the country **Your Hardware** is in during the **Period of Insurance**.

(w) **Wear and Tear**

losses due to **Wear and Tear**.

However, **We** will pay for loss resulting from **Wear and Tear** which **We** would otherwise have paid under this Section.

(x) **Your Insolvency or Bankruptcy**

**Your** insolvency or bankruptcy.

### 23.5 Conditions

(a) **Claims Procedure**

These are the conditions of the insurance that **You** need to meet as part of this policy. If **You** do not meet these conditions, **We** may need to reject a **Claim** payment or a **Claim** payment could be reduced. In some circumstances **Your** policy may not be valid.

**You** must as soon as **You** know about any incident or circumstance that may result in a **Claim** tell the person who arranged the policy (or **Us**), providing full details, as soon after the incident or circumstance as possible and within 14 days:

- (i) if as a result of riot, civil commotion, strike, locked-out workers or people taking part in labour disturbances; and
- (ii) in the case of **You** knowing about an incident or circumstance that has resulted in, or may result in:
  - (1) a **Claim** being made against **You**;
  - (2) **You** receiving a demand for **Damages**;
  - (3) **You** receiving a notice of regulatory action; or
  - (4) **You** receiving a notice of any other process seeking damages;

As soon as **You** know about any incident or circumstance that may result in a **Claim** **You** must also:

- (1) take all reasonable steps and precautions to prevent further **Damage**, loss of **Business Income** or other loss;
- (2) immediately tell the police about any loss or **Damage** relating to crime and get a crime reference number;

- (3) keep any damaged **Hardware**, other property covered by this Section and other evidence and allow **Us** to inspect it; and
- (4) give **Us** details of any other insurances **You** may have which may cover **Damage**, loss of **Business Income**, **Damages**, **Defence Costs** or other loss insured by this Section.

In addition, for any incident or circumstance that may result in a **Claim** you must:

- (a) immediately send **Us** every letter, writ, summons or other document **You** receive in connection with the **Claim** or circumstance, and record all information relating to a **Claim** against **You** that is covered under Cover (a) – Cyber Liability;
- (b) co-operate with **Us** fully and provide all the information **We** need to investigate **Your Claim** or circumstance;
- (c) tell **Us** if **You** recover money from a third party (**You** may need to give the money to **Us**); and
- (d) not admit responsibility or liability, or agree to pay any money or provide any services on **Our** behalf, without **Our** written permission.

(b) **Enforcing Your Rights**

**We** may, at **Our** expense, take all necessary steps to enforce **Your** rights against any third party. **We** can do this before or after **We** pay a **Claim**. **You** must not do anything before or after **We** pay **Your Claim** to affect **Our** rights and **You** must give **Us** any help and information **We** ask for.

**You** must take reasonable steps to make sure that **You** protect **Your** rights to recover amounts from third parties.

(c) **Protecting Data**

**You** must make sure that the appropriate procedures are in place for disposing of and destroying **Hardware** and hard copy files in order to protect **Data**.

(d) **Controlling Defence**

**We** can, but do not have to, take control of investigating, settling or defending any **Claim** made against **You**. **We** would take this action in **Your** name. If necessary, **We** will appoint an adjuster, solicitor or any other appropriate person to deal with the **Claim**. **We** may appoint **Your** solicitor, but only on a fee basis similar to that of **Our** own solicitor, and only for work done with **Our** permission in writing. **We** will only defend **Claims** if **We** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

(e) **Other Insurances**

If there is any other insurance covering **Your Claim**, **We** will only pay **Our** share, even if the other insurer refuses to pay the **Claim**.

(f) **Salvage and Recoveries**

If **You** have made a **Claim** and **You** later recover money from a third party, **You** must tell **Us** immediately. If **We** have paid the **Claim**, **You** may have to give the money to **Us**.

If **We** have paid a **Claim** and **We** then recover money from a third party, **We** will give **You** any proceeds above the amount **We** paid **You** in connection with the **Claim**.

Any amount due from **You** or **Us** must be paid as soon as reasonably possible.

(g) **Reasonable Care**

**You** must:

- (i) make sure that **Your Hardware** is maintained, inspected and tested as recommended by the manufacturer ;
- (ii) keep a record of all maintenance and **Data** back-up procedures and maintenance carried out, and let **Us** check those records;
- (iii) take all reasonable steps and precautions to prevent or reduce **Damage** or other loss covered by this Section; and
- (iv) not continue to use **Hardware** after **Damage**, unless **We** have given **Our** written permission.

If **You** do not keep to this condition **We** may:

- (1) refuse to pay part or all of **Your Claim**; and
- (2) cancel **Your** policy (see Clause 1.5 – Cancellation and Cooling-Off Period).

(h) **Defence Software**

**Your Computer System** must be protected by a virus-protection software package which is:

- (i) licensed to **You**;
- (ii) paid for and not freely available; and
- (iii) updated at least every 7 days.

**Your Computer System** must also be protected by a firewall on all external gateways to the internet, and that firewall must be maintained.

(i) **Data Backup**

**You** must back up original **Data** at least every 7 days.

If a **Service Provider** processes or stores **Data** for **You**, **You** must make sure that the terms of the contract between **You** and the **Service Provider** allow **Data** to be backed up in line with this condition.

**You** must take precautions to make sure that all **Data** is stored safely.

If **You** have failed to keep to this condition, **We** may still pay a **Claim** if **You** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **Your** control.

(j) **More than One Insured**

If more than one 'insured' is named in the **Schedule**, the first named insured will receive all notices and agree any changes to the policy and will be treated as acting for all the named insureds. **We** will not remove any named insured without their permission.

For any **Claim**, the total amount **We** will pay will not be more than the sum insured, regardless of the number of people or organisations insured by the Section.

(k) **Right to Survey**

If **We** ask, **You** must give **Us** access to **Your Premises** at an agreed date and time to carry out a risk survey.

If **You** do not keep to this condition **We** may cancel the policy (see Clause 1.5 – Cancellation and Cooling-Off Period).

(l) **Tax**

Any **Claim We** pay will not include VAT, unless **You** cannot recover part or all of the VAT **You** have paid.

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# Legal Expenses

## 24.1 Cover – Our Agreement

**We** agree to provide the insurance described in this Section for **You** (or where specified, the **Insured Person**) in respect of any insured incident arising in connection with **Your Activities**, in return for payment of the premium and limited to the terms, conditions, exclusions and limitations set out in this Section of the policy, provided that:

- (a) **Reasonable Prospects** exist for the duration of the **Claim**;
- (b) the **Date of Occurrence** of the insured incident is during the **Period of Insurance**; or
- (c) during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - (i) the previous legal expenses insurance policy required **You** to report **Claims** during its currency;
  - (ii) **You** could not have notified a **Claim** previously as **You** could not have reasonably been aware of the insured incident;
  - (iii) cover has been continuously maintained in force;
  - (iv) **We** will not cover any **Claim** that should have been covered under a previously operative legal expenses insurance policy;
  - (v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or **Your** previous legal expenses policy;
- (d) any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**; and
- (e) the insured incident happens within the **Countries Covered**.

### What We Will Pay

**We** will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any compensation awards that **We** have agreed to, provided that:

- (i) the most **We** will pay for all **Claims** resulting from one or more event arising at the same time or from the same originating cause is £250,000;
- (ii) the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm** or **Tax Consultancy**. The amount **We** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time;
- (iii) in respect of an appeal or the defence of an appeal, **You** must tell **Us** within the time limits allowed that **You** want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist;
- (iv) for an enforcement of judgment to recover money and interest due to **You** after a successful **Claim** under this Section of the policy, **We** must agree that **Reasonable Prospects** exist;
- (v) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award; and

- (vi) in respect of Insured Incident 24.2(b) – Legal Defence (vi) Jury Service and Court Attendance the maximum **We** will pay is the **Insured Person’s** net salary or wages for the time that the **Insured Person** is absent from work less any amount **You**, the court or tribunal pays.

### What We Will Not Pay

- (1) In the event of a **Claim**, if **You** decide not to use the services of a **Preferred Law Firm** or **Tax Consultancy**, **You** will be responsible for any costs that fall outside **DAS Standard Terms of Appointment** and these will not be paid by **Us**;
- (2) The total of the compensation awards payable by **Us** will not exceed £1,000,000 in any one **Period of Insurance**;
- (3) The first £500 of any contract dispute **Claim** where the amount in dispute exceeds £5,000 (including VAT). If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your Claim** having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your Claim** has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your Claim** could be withdrawn.

## 24.2 Insured Incidents

### (a) Employment Disputes and Compensation Awards

#### (i) Employment Disputes

**Costs and Expenses** to defend **Your** legal rights:

- (1) before the issue of legal proceedings in a court or tribunal;
- (a) following the dismissal of an **Employee** or volunteer; or
- (b) where an **Employee** or ex-**Employee** or volunteer has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- (2) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (3) in legal proceedings in respect of any dispute relating to:
- (a) a contract of employment with **You**; or
- (b) an alleged breach of the statutory rights of an **Employee**, volunteer, ex-**Employee** or prospective **Employee** under employment legislation.

#### What Is Not Covered

A **Claim** relating to the following:

- (a) unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy:
- (i) any dispute where the originating cause of action arises within the first 90 days of the commencement of this policy;
- (ii) any dispute with an **Employee** who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this policy if the **Date of Occurrence** was within the first 180 days of the commencement of this policy;

- (iii) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this policy
  - (b) damages for personal injury or loss of or **Damage to Property**.
- (ii) **Compensation Awards**

**We will pay:**

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

in respect of a **Claim We** have accepted under Insured Incident 24.2(a) – Employment Disputes and Compensation Awards.

Provided that:

- (a) in cases relating to performance and/or conduct, **You** have throughout the employment dispute either:
  - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - (iii) sought and followed advice from **Our** legal advice service (0344 893 0859).
- (b) for an order of compensation following **Your** breach of statutory duty under employment legislation **You** have at all times sought and followed advice from **Our** legal advice service since the date when **You** should have known about the employment dispute (0344 893 0859).
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **You** have sought and followed advice from **Our** claims department before starting any redundancy process or procedure with **Your Employees** (telephone number 0344 893 0859).
- (d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**.

Please note that the total of compensation awards payable by **Us** is £1,000,000 in any one **Period of Insurance**.

#### **What Is Not Covered**

- (i) Any compensation award relating to the following:
  - (1) trade union activities, trade union membership or non-membership;
  - (2) pregnancy or maternity rights, paternity, parental or adoption rights;
  - (3) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;

- (4) statutory rights in relation to trustees of occupational pension schemes.
  - (ii) Non-payment of money due under a contract of employment or a statutory provision.
  - (iii) Any award ordered because **You** have failed to provide relevant records to **Employees** under National Minimum Wage legislation.
  - (iv) A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
  - (v) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.
- (iii) **Employee Civil Legal Defence**

**Costs and Expenses** to defend the **Insured Person's** (other than **Your**) legal rights if an event arising from their work as an **Employee** or volunteer leads to civil action being taken against them:

- (1) under legislation for unlawful discrimination; or
- (2) as trustee of a pension fund set up for the benefit of **Your Employees**.

Please note that **We** will only provide cover for an **Insured Person** (other than **You**) at **Your** request.

(iv) **Service Occupancy**

**Costs and Expenses** to pursue a dispute with an **Employee** or ex-**Employee** to recover possession of premises owned by, or for which **You** are responsible.

**What Is Not Covered**

Any **Claim** relating to defending **Your** legal rights other than defending a counter-claim.

(v) **Covenants in Restraint of Trade**

**Costs and Expenses** to pursue a civil action against an **Employee** or ex-**Employee** where they are in breach, or are about to be in breach, of a covenant which restricts them:

- (1) from providing services to or soliciting **Your** customers; or
- (2) enticing other **Employees** to leave **Your** employment.

Provided that:

- (a) the restrictive covenant(s) is expressly incorporated within the **Employee's** or ex-**Employee's** contract of employment with **You**
- (b) the **Employee** or ex-**Employee** has signed their contract of employment
- (c) the restrictive covenant does not exceed 12 months
- (d) **You** have not breached the **Employee's** or ex **Employee's** contract of employment.

### What Is Not Covered

A **Claim** relating to the following:

- (i) any dispute where the **Date of Occurrence** arises within the first 90 days of the start of this policy,
- (ii) unless equivalent legal expenses insurance was in force immediately before
- (iii) any **Claim** relating to a restrictive covenant applying to an **Employee** or ex-**Employee** transferred to **Your Activities** under the Transfer of Undertakings Regulations (TUPE)
- (iv) defending **Your** legal rights, other than the defence of a counter-claim that is an insured incident under this policy.

(b) **Legal Defence**

**Costs and Expenses** to defend the **Insured Person's** legal rights:

(i) **Criminal Pre-proceedings Cover**

Before the issue of legal proceedings, when dealing with the police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **Insured Person** has or may have committed a criminal offence.

(ii) **Criminal Prosecution Defence (including Motor Prosecution Defence)**

Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction.

Provided that for **Claims** relating to the Health and Safety at Work etc Act 1974 the **Countries Covered** shall be any place where the Act applies.

Please note **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with **Your Activities**. Please see Clause 24.1 – Cover - Our agreement at the front of this Section.

### What Is Not Covered

A **Claim** related to the following:

- (1) any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs.

Please note this exclusion applies to Clause (i) of Insured Incident 24.2(b) – Legal Defence.

- (2) a parking offence

Please note this exclusion applies to Clauses (i) and (ii) of Insured Incident 24.2(b) – Legal Defence.

(iii) **Data Protection and Information Commissioner Registration**

- (1) If civil action is taken against the **Insured Person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **Insured Person** under section 13 of the Data Protection Act 1998. Provided **You** were registered with the Information Commissioner at the time of the insured incident.
- (2) In an appeal against the refusal of the Information Commissioner to register **Your** application for registration.

Please note **We** will not cover the cost of fines imposed by the Information Commissioner. Please see Exclusion 24.3(c) – Courts Awards and Fines.

(iv) **Wrongful Arrest**

If civil action is taken against **You** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**.

(v) **Statutory Notice Appeals**

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **Your Activities**.

**What Is Not Covered**

- (1) An appeal against the imposition or terms of any Statutory Notice issued in connection with **Your Licence**, mandatory registration or British Standard Certificate of Registration.
- (2) A Statutory Notice issued by an **Insured Person's** regulatory or governing body.

(vi) **Jury Service and Court Attendance**

An **Insured Person's** absence from work:

- (1) to perform jury service;
- (2) to attend any court or tribunal at the request of the **Appointed Representative**.

The maximum **We** will pay is the **Insured Person's** net salary or wages for the time that they are absent from work less any amount **You**, the court or tribunal, have paid them.

(vii) **Disciplinary Hearings**

If an event results in a disciplinary case brought against the **Insured Person** by the relevant authority:

Provided that for each of the covers under Insured Incident 24.2(b) – Legal Defence **You** request **Us** to provide cover for the **Insured Person**.

(c) **Statutory Licence Appeal**

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **Your Licence**, mandatory registration or British Standard Certificate of Registration.

**What Is Not Covered**

A **Claim** relating to the following:

- (i) assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration;
- (ii) the ownership, driving or use of a motor vehicle.

(d) **Contract Disputes**

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **You** or on **Your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (i) the amount in dispute exceeds £500 (including VAT). If the amount in dispute exceeds £5,000 (including VAT), **You** will be responsible for the first £500 of **Costs and Expenses** in each and every **Claim**; If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your Claim** having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your Claim** has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your Claim** could be withdrawn
- (ii) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the **Claim** exceed £500 (including VAT);
- (iii) if the dispute relates to money owed to **You**, a **Claim** under this Section is made within 90 days of the money becoming due and payable.

**What Is Not Covered**

A **Claim** relating to the following:

- (1) unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, a dispute arising from an agreement entered into prior to the start of the policy if the **Date of Occurrence** is within the first 90 days of the cover provided by the policy
- (2) the settlement payable under an insurance policy (**We** will cover a dispute if **Your** insurer refuses **Your Claim**, but not for a dispute over the amount of the **Claim**)
- (3) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings; However, **We** will cover a dispute with a professional adviser in connection with these matters;
- (4) a loan, mortgage, pension, guarantee or any other financial product and choses in action;
- (5) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles;
- (6) a dispute with an **Employee** or ex-**Employee** which arises out of, or relates to, a contract of employment with **You**; (Please refer to Insured Incident - Employment Disputes and Compensation Awards.)
- (7) a dispute which arises out of the:
  - (a) sale or provision of computer hardware, software, systems or services; or
  - (b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **Your** own specification.

- (8) a dispute arising from a breach or alleged breach of professional duty by an **Insured Person**.
- (9) the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

(e) **Property Protection**

A civil dispute relating to material property which is owned by **You**, or is **Your** responsibility following:

- (i) any event which causes physical damage to such material property; or
- (ii) a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it); or
- (iii) a trespass.

Please note that **You** must have established the legal ownership or right to the land that is the subject of the dispute.

**What Is Not Covered**

A **Claim** relating to the following:

- (1) a contract **You** have entered into (please refer to Insured Incident 24.2(d) – Contract Disputes);
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by **You** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **You**;
- (4) mining subsidence;
- (5) defending **Your** legal rights but **We** will cover defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an **Insured Person** (other than damage to motor vehicles where **You** are in the business of selling motor vehicles);
- (7) the enforcement of a covenant by or against **You**.

(f) **Personal Injury**

At **Your** request, **We** will pay **Costs and Expenses** for an **Insured Person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

**What Is Not Covered**

A **Claim** relating to the following:

- (i) any illness or bodily injury that happens gradually;
- (ii) psychological injury or mental illness unless the condition follows a specific or sudden **Accident** that has caused physical bodily injury;
- (iii) defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim;

(iv) clinical negligence.

(g) **Identity Theft Protection for Directors and Partners**

- (i) Following a call to the identity theft helpline service **We** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **Your** director's identity.
- (ii) If **Your** director becomes a victim of **Identity Theft We** will pay the costs **Your** director incurs for phone calls faxes or postage to communicate with the police credit agencies financial service providers other creditors or debt-collection agencies **We** will also pay the cost of replacement documents to help restore the identity and credit status of **Your** director.
- (iii) Following **Your** director's **Identity Theft We** will pay
- (1) **Costs and Expenses** to reinstate **Your** director's identity including costs for the signing of statutory declarations or similar documents
  - (2) **Costs and Expenses** to defend **Your** director's legal rights in a dispute with debt collectors or any party taking legal action against **Your** director arising from or relating to **Identity Theft**
  - (3) loan-rejection fees and any re-application administration fee for a loan when **Your** director's original application has been rejected

Please note that

- (1) **Your** director must notify their bank or building society as soon as possible
- (2) **Your** director must tell **Us** if they have previously suffered **Identity Theft** and
- (3) **Your** director must take all reasonable action to prevent continued unauthorised use of their identity

**What Is Not Covered**

A **Claim** relating to the following:

- (a) fraud committed by anyone entitled to make a **Claim** under this policy
- (b) losses arising from **Your Activities**.

(h) **Debt Recovery**

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (i) the debt exceeds £500 (including VAT);
- (ii) a **Claim** is made within 90 days of the money becoming due and payable;
- (iii) **We** have the right to select the method of enforcement, or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.



### What Is Not Covered

A **Claim** relating to the following:

- (1) unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, any debt arising from an agreement entered into prior to the start of the policy if the debt is due within the first 90 days of the cover provided by the policy
- (2) the settlement payable under an insurance policy;
- (3) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings;
- (4) a loan, mortgage, pension, guarantee or any other financial product and choses in action;
- (5) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles.
- (6) a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- (7) the recovery of money and interest due from another party where the other party indicates that a defence exists.
- (8) any dispute which arises from debts **You** have purchased from a third party.

(i) **Tax Protection**

**Costs and Expenses** for an **Appointed Representative** following:

- (i) a written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:
  - (1) includes a request to examine any aspect of **Your** (and at **Your** request **Your** directors and partners) books and records; or
  - (2) advises of a check of **Your** (and at **Your** request **Your** directors and partners) whole tax return.
- (ii) an **Employer Compliance Dispute**.
- (iii) a **VAT Dispute**.
- (iv) investigation carried out by the Charity Commission into **Your** business accounts

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

Please note **We** will only cover tax claims which arise in direct connection with **Your Activities**. Please see Clause 24.1 – Cover - Our agreement at the front of this Section.

### What is Not Covered

- (1) Any **Claim** relating to tax avoidance schemes;
- (2) Any failure to register for Value Added Tax or Pay As You Earn;

- (3) Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office;
- (4) Any **Claim** relating to import or excise duties and import VAT;
- (5) Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

(j) **Tenancy Disputes**

A civil dispute between **You** and **Your** landlord relating to premises leased or rented by **You**.

**What Is Not Covered**

- (i) the negotiation, review, or renewal of the lease or tenancy agreement.
- (ii) a dispute arising from rent or service charges.

### 24.3 Exclusions

**We** will not pay for the following:

(a) **Late Reported Claims**

any **Claim** reported to **Us** more than 180 days after the date the **Insured Person** should have known about the insured incident.

(b) **Costs We Have Not Agreed**

**Costs and Expenses** incurred before **Our** written acceptance of a claim.

(c) **Court Awards and Fines**

finer, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents employment disputes and compensation awards and legal defence.

(d) **Legal Action We Have Not Agreed**

legal action an **Insured Person** takes which **We** or the **Appointed Representative** have not agreed to, or where the **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.

(e) **Intellectual Property Rights**

any **Claim** relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

(f) **Deliberate Acts**

any insured incident deliberately or intentionally caused by an **Insured Person**.

(g) **Franchise or Agency Agreements**

any **Claim** relating to rights under a franchise or agency agreement entered into by **You**.

(h) **Shareholding or Partnership Disputes**

any **Claim** relating to a shareholding or partnership share in **Your Activities**.

(i) **Judicial Review**

**Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

(j) **Sonic Bang**

pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

(k) **Bankruptcy**

any claim where either at the start of, or during the course of a **Claim, You**:

- (i) are declared bankrupt;
- (ii) have filed a bankruptcy petition;
- (iii) have filed a winding-up petition;
- (iv) have made an arrangement with **Your** creditors;
- (v) have entered into a deed of arrangement;
- (vi) are in liquidation;
- (vii) part or all of **Your** affairs or property are in the care or control of a receiver or administrator.

(l) **Defamation**

any claim relating to written or verbal remarks that damage the **Insured Person's** reputation.

(m) **Calendar Date Devices**

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

(n) **Litigant in Person**

any **Claim** where an **Insured Person** is not represented by a law firm, barrister or tax expert.

## 24.4 Conditions

(a) **Your Representation**

- (i) On receiving a **Claim**, if representation is necessary, **We** will appoint a **Preferred Law Firm** or **Tax Consultancy** as **Your Appointed Representative** to deal with **Your Claim**. They will try to settle **Your Claim** by negotiation without having to go to court.
- (ii) If the appointed **Preferred Law Firm** or **Tax Consultancy** cannot negotiate settlement of **Your Claim** and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **You** may choose a law firm or tax expert to act as the **Appointed Representative**. **We** will choose the **Appointed Representative** to represent **You** in any proceedings where **We** are liable to pay a compensation award.

- (iii) If **You** choose a law firm as Your **Appointed Representative** who is not a **Preferred Law Firm** or **Tax Consultancy**, **We** will give **Your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm** or **Tax Consultancy**. However if they refuse to act on this basis, the most **We** will pay is the amount **We** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- (iv) The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the **Claim**.

(b) **Your Responsibilities**

An **Insured Person** must:

- (i) co-operate fully with **Us** and the **Appointed Representative**;
- (ii) give the **Appointed Representative** any instructions that **We** ask **You** to.

(c) **Offers to Settle a Claim**

- (i) An **Insured Person** must tell **Us** if anyone offers to settle a **Claim** and must not negotiate or agree to any settlement without **Our** written consent.
- (ii) If an **Insured Person** does not accept a reasonable offer to settle a **Claim**, **We** may refuse to pay further **Costs and Expenses**.
- (iii) **We** may decide to pay an **Insured Person** the reasonable value of the **Claim** that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **Us** to take over and pursue or settle a **Claim** in their name. An **Insured Person** must allow **Us** to pursue at **Our** own expense and for their benefit, any **Claim** for compensation against any other person and any **Insured Person** must give **Us** all the information and help **We** need to do so.

(d) **Assessing and Recovering Costs**

- (i) An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **We** ask for this.
- (ii) An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **We** have to pay and must pay **Us** any amounts that are recovered.

(e) **Cancelling an Appointed Representative's Appointment**

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.

(f) **Withdrawing Cover**

If an **Insured Person** settles a **Claim** or withdraws their **Claim** without **Our** agreement, or does not give suitable instructions to the **Appointed Representative**, **We** can withdraw cover and will be entitled to reclaim any **Costs and Expenses We** have paid.



(g) **Expert Opinion**

**We** may require **You** to get, at **Your** own expense, an opinion from an expert, that **We** consider appropriate, on the merits of the **Claim** or proceedings, or on a legal principle. The expert must be approved in advance by **Us** and the cost agreed in writing between **You** and **Us**. Subject to this **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **You** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

(h) **Keeping to the Policy Terms**

An **Insured Person** must:

- (i) keep to the terms and conditions of this Section;
- (ii) take reasonable steps to avoid and prevent **Claims**;
- (iii) take reasonable steps to avoid incurring unnecessary costs;
- (iv) send everything **We** ask for in writing; and
- (v) report to **Us** full and factual details of any **Claim** as soon as possible and give **Us** any information **We** need.

(i) **Other Insurances**

If any **Claim** covered under this Section is also covered by another policy, or would have been covered if this Section did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the **Claim**.



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