



**Multi Cover**  
**Third Sector Express**



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# Important Information

This is **Your** commercial combined 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:

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)

If **You** remain dissatisfied after the 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 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**.

# General Definitions

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

- 3.1 "**Accident / Accidental**" means 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 "**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.
- 3.4 "**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**.

- 3.5 "**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

- 3.6 . "**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.

3.7 "**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.

3.8 "**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.

3.9 "**Computer and Electronic Equipment**" means 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.

3.10 "**Computer System**" means any:

(a) computer, **Data** processing equipment, media or part thereof;

(b) electronic system of **Data** storage and retrieval, or electronic communications system, network, protocol or part thereof;

(c) electronic storage device, microchip integrated circuit, real time clock system or similar device;

- (d) computer software (including for example application software, operating systems, runtime environments or compilers), firmware or microcode; or
- (e) 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.

3.11 "**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.

3.12 "**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.

3.13 "**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**.

3.14 "**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**; and
- (b) under all other Sections accidental loss or destruction of, or damage to **Property**.

3.15 "**Data**" means all information which is:

- (a) electronically stored and
- (b) electronically represented; or

- (c) 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.

3.16 "**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**.

3.17 "**Defence Costs**" means legal costs and expenses incurred:

- (a) by or on behalf of the **Trustee**, under Part A – Trustee Liability; or
- (b) 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

3.18 "**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.

3.19 "**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 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**.

3.20 "**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.

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

3.22 "**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.

3.23 "**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**.

3.24 "**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.

3.25 "**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.

3.26 "**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.

3.27 "**Insured Person**" means **You** or **Your** directors, partners or **Employees** aged under 80 years.

3.28 "**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.

3.29 "**Investigation Costs**" means **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**.

3.30 "**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.

3.31 "**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**.

3.32 "**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.

3.33 "**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.

3.34 "**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**.

- 3.35 "**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.
- 3.36 "**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.
- 3.37 "**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.
- 3.38 "**Personal Data**" means information which could identify a person or allow identity theft or other fraud to take place.
- 3.39 "**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.
- 3.40 "**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**.

3.41 "**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

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

3.43 "**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.

3.44 "**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.

3.45 "**Property**" means tangible property.

3.46 "**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;
  - (i) livestock, growing crops or trees.

3.47 "**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**.

3.48 "**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.

3.49 "**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.

3.50 "**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**.

3.51 "**Stock**" means stock and materials belonging to **You** or held by **You** in trust or commission for which **You** are responsible.

3.52 "**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**.

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

3.54 "**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.

3.55 "**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.

3.56 "**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.

3.57 "**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.

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

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

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

3.61 "**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.

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

- (a) in respect of the Business All Risks, and Money and Assault Sections:

Subscription	Entity
50%	<p>XL Catlin Insurance Company UK Limited</p> <p>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 <a href="http://www.fca.org.uk">www.fca.org.uk</a></p> <p>Registered Office: 20 Gracechurch Street, London, EC3V 0BG.</p> <p>Registered in England: Company Number 5328622.</p>
50%	<p>Canopus Managing Agents Limited</p> <p>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 <a href="http://www.fca.org.uk">www.fca.org.uk</a></p> <p>Registered Office: Gallery 9, Lime Street, London, EC3M 7HA</p> <p>Registered in England: Company Number 1514453</p>

- (b) in respect of the Employer's Liability, Public and Products Liability, Charity Trustees Management Liability, Professional Liability and Personal Accident 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

**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

- 3.63 **"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.
- 3.64 **"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**.
- 3.65 **"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**.
- 3.66 **"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.

3.67 "**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

**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 or Public and Products Liability 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

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:

Business All Risks 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.

Business All Risks 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

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.

# Business All Risks

## 6.1 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

## 6.2 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**.

## 6.3 Extension

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 written notice to the contrary. **You** must pay the additional premium needed to reinstate the sum insured.

(b) **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:

- (i) **We** have given **Our** written consent to the cost; and
- (ii) 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:

- (1) In respect of **Claims** up to and including £500,000 **We** will pay 2.5% of the total **Claim** cost.
- (2) Amounts between £500,000 and £1,000,000 **We** will pay 2% of the total **Claim** costs.
- (3) 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**.

(c) **Loss Reduction Expenses and Temporary Repairs**

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

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

Provided that in respect of (i) and (ii) above:

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

The maximum **We** will pay in respect of clauses (1), (2) and (3) of this clause is £25,000 in respect of any one **Claim**.

## 6.4 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.

## 6.5 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.



# Employers' Liability

## 7.1 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.

## 7.2 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.

## 7.3 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**.

#### 7.4 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.





## 7.5 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

## 8.1 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.

## 8.2 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**.

## 8.3 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**.

#### 8.4 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 8.3(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 8.3(f) – Employee’s and Visitor’s Personal Belongings or Clause 8.3(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 parascending

- (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**.

## 8.5 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

### 9.1 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 9.1(a) and 9.1(b);
- (ii) **Defence Costs** in the investigation of any circumstance(s) notified to **Us** under Condition 9.11(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**.





## 9.2 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 9.1(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 9.1(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 9.9(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).

### 9.3 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

### 9.4 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 9.4(a);

- (ii) **Defence Costs** in the investigation of any circumstance(s) notified to **Us** under Condition 9.11(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**.

## 9.5 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.

## 9.6 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 9.6(a);
- (ii) **Defence Costs** in the **investigation** of any circumstance(s) notified to **Us** under Condition 9.11(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.

## 9.7 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 9.5(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 9.5(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 9.5(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 9.5(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

### 9.8 Limit of Liability

- (a) Subject to Extension 9.2(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 9.2(a) – Additional Limit, **We** shall have no further liability under this Section.

- (b) The Limit of Liability set out in the **Schedule** for Clause 9.6 - 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.

### 9.9 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 9.9(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 9.1 and 9.4, 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 9.2(d) – Retirement Run-Off and 9.9(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.

9.10 **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.

## 9.11 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 9.1(a) direct to the **Trustees**; followed by
- (ii) payments under the Clause 9.1(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

## 10.1 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.

## 10.2 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 10.3 - Extensions.

## 10.3 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.

#### 10.4 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 omissions

unless 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

#### 10.5 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**.

## 10.6 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.

# Money and Assault

## Part A - Money

### 11.1 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.

### 11.2 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**

### 11.3 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) the signing of the name of one person by another person with the intent to deceive but not:
    - (1) the signing of a person's name signed by that person with or without authority in any capacity for any purpose; or
    - (2) genuinely signed instruments which are false as to contents.
  - (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.

### 11.4 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.

- (i) 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.
- (ii) 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

### 11.5 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

### 11.6 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).

(g) **Medical Evidence**

**We** may require, at **Our** expense:

- (i) an **Insured Person** to undergo medical examinations; or
- (iii) 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.

(h) **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.



# Personal Accident

## 12.1 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.

## 12.2 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**.

## 12.3 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**.

#### 12.4 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.



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