



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



# Contents

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The Contract of Insurance .....	2
Important Information.....	3
Privacy Notice .....	8
Making a Claim .....	9
General Definitions .....	10
General Exclusions.....	27
General Conditions .....	31
Business All Risks .....	35
Employers' Liability .....	39
Public and Products Liability.....	44
Charity Trustees' Management Liability .....	59
Professional Liability .....	73
Money and Assault .....	80
Personal Accident.....	84

The Important Information Section includes details of:

- How to cancel the policy
- How to make a complaint
- How to make a claim

# The Contract of Insurance

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

This policy consists of the General Definitions, General Exclusions and General Conditions, the **Schedule**, the coverage Sections stated as operative in the **Schedule** and **Endorsements** (where applicable), 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**.

# The Underwriters

This policy is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the 'Underwriters'), in accordance with the authority granted under:

Binding Authority Agreement Number / UMR	Section	Underwriter	Proportion
VI001/22768N/ CH5342984T	All Sections	<p>Ageas Insurance Limited</p> <p>Registered address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA</p> <p>Registered in England and Wales No 354568</p> <p>Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial services register No 202039.</p>	100%

# Important Information

## 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 Third Party Rights

Any person, persons or corporate body 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.

## 1.3 Law and Jurisdiction

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

## 1.4 Your Cancellation Rights

During the first **Period of Insurance**, **You** have the right to cancel this policy within 14 days of:

- (a) receipt of the policy wording and **Schedule**, or
- (b) the inception date of this policy

whichever is the later, by writing to **Us** or alternatively by contacting **Victor Insurance** to confirm cancellation. Cancellation will take effect from the date that **We** or **Victor Insurance** receives **Your** cancellation instructions. Provided no claim has been made and there has been no incident known to **You** prior to cancellation which may give rise to a claim, **You** will be entitled to a full refund of the premium paid. Should a **Claim** be submitted after such refund has been provided, payment of the premium in full will be required before **We** can deal with the **Claim**. **We** will only deal with **Claims** occurring during the period commencing on or after inception up to the cancellation of this policy.

**You** may cancel this policy at any other time by writing to **Us** or alternatively by contacting **Victor Insurance** to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **Period of Insurance** provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect. If a **Claim** has been made, **We** will deduct the cost of the **Claim** (or the estimated cost where the **Claim** is outstanding) from the refund due. **You** will not be entitled to any refund if:

- (a) there has been an incident known to **You** which may give rise to a **Claim**, or
- (b) the cost of the **Claim** (or the estimated cost where the **Claim** is outstanding) is equal to or exceeds the amount of the premium paid.

## 1.5 Our Cancellation Rights

The cover provided by this policy shall automatically cease from the date that:

- (a) a liquidator, administrator or insolvency practitioner is appointed to administer **Your** organisation

- (b) **Your** organisation is permanently discontinued
- (c) **Your** interest ceases other than as a result of **Your** death

unless **We** agree otherwise in writing.

In addition to (a), (b) and (c) of this condition and any right to cancel under more specific conditions, **We** also have the right to cancel this policy at any other time by sending 14 days' notice in writing to **Your** last known address. Reasons for cancellation under this condition may include but are not limited to:

- (a) a change to the risk which makes it one **We** would not normally accept;
- (b) **You** failing to co-operate with or provide information to **Us** which affects **Our** ability to underwrite the risk.

**You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **Period of Insurance** provided no **Claim** has been made during the **Period of Insurance** in which the cancellation is to take effect. If a **Claim** has been made, **We** will deduct the cost of the **Claim** (or the estimated cost where the **Claim** is outstanding) from the refund due. **You** will not be entitled to any refund if:

- (a) there has been an incident known to **You** which may give rise to a **Claim**, or
- (b) the cost of the **Claim** (or the estimated cost where the **Claim** is outstanding) is equal to or exceeds the amount of the premium paid.

## 1.6 The Duty of Fair Presentation

**You** have a duty to make a fair presentation of all material facts and circumstances to **Us**. Providing **Us** with inaccurate information or failing to tell **Us** of anything which may increase the risk may invalidate this policy or lead to claims not being paid or being paid in part only.

To assist **Your** understanding of which facts and circumstances are material to **Us**, here are some key examples:

- **Who are you** – the legal entity that owns **Your** organisation
- **Type of legal entity** – charitable company limited by guarantee, charitable trust, charitable unincorporated association, charitable incorporated organisation or community benefit society or group, sole trader, partnership or committee for the time being
- **Premises** – construction type, security protections and also rebuilding or replacement values applicable to the **Property**
- **What you do** – the description of **Your Activities** as shown on the **Schedule**
- **Personal history** – relating to **You** or any partners, directors, officers or trustees or **Your** or their businesses or organisations e.g previous bankruptcies, company liquidations, convictions, claims etc.

Other material facts will be shown on the statement of fact. If **You** are in doubt or require clarification of what must be declared to **Us**, please discuss this with **Victor Insurance**.

This policy does not cover maintenance of **Your Property**. That means **We** will not pay for the cost of wear and tear or routine maintenance. **We** expect **You** to properly maintain **Your Property**, but the cost of this remains **Your** responsibility. **You** have a duty to keep **Your Property** safe, secure and in good repair, and take all practical steps to avoid loss or damage.

**You** should also take all reasonable care to prevent accidents or **Bodily Injury** in particular **You** should:

- keep all work equipment and **Premises** in good and safe condition;
- exercise care in the selection and management of **Employees**;
- comply with all statutory obligations and regulations imposed by any authority.

In addition, **You** should take reasonable care to prevent the sale or supply of goods which are defective in any way.

### 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:

- any structural work to the **Premises**
- 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
- 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 clause 1.5 Our Cancellation Rights, 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**;
- (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

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## 1.10 How to make a complaint

If **You** are unhappy with any aspect of the handling of **Your** insurance we would encourage **You**, in the first instance, to seek resolution by contacting **Your** insurance adviser. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so by writing to the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU. If appropriate **Your** complaint may ultimately be handled by the insurer or a third party acting on the insurers' behalf. If this is the case we will notify **You** upon receipt of **Your** complaint. Making a complaint does not affect **Your** right to take legal action.

If **You** are not happy with the outcome of **Your** complaint, **You** may have the right to ask the Financial Ombudsman Service (FOS) to review **Your** case. **You** will need to contact them within six months of the date of the final decision letter.

**You** can also ask the Ombudsman to review **Your** case if **You** have not been provided with a final decision within eight weeks of receiving **Your** complaint.

The Ombudsman can help with most complaints if **You** are:

- a consumer;
- a micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million\*;
- a charity which has an annual income of less than £6.5 million\*;
- a trustee of a trust which has a net asset value of less than £5 million\*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- a small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million\*;
- a guarantor

\* at the time **You** refer **Your** complaint

If **You** are unsure whether the ombudsman will consider **Your** complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Alternatively:

- (a) If **You** have a complaint regarding **Your** claim, please telephone the claims handler on the number shown in **Your** claims documentation.

- (b) Should **You** wish to make a complaint regarding your policy then following process should be followed:

**You** can write to Ageas Insurance Limited at the address shown below or email them through their website at [www.ageas.co.uk/make-a-complaint](http://www.ageas.co.uk/make-a-complaint) (please include **Your** policy number and claim number if appropriate).

Customer Services Adviser, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

In the unlikely event that **You** have not received a response within eight weeks, or **You** are not happy with **Our** final response, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service but **You** must do so within six months of the date of the final decision.

The Ombudsman is an impartial complaints service which is free for customers to use and taking **Your** complaint to the Ombudsman does not affect **Your** right to take **Your** dispute to the courts. **You** can find out more about how to complain to the Ombudsman online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Alternatively, **You** can contact them at Financial Ombudsman Service, Exchange Tower, London E14 9SR.

By phone: 0800 023 4567 or 0300 123 9123

By email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Please note that if **You** do not refer **Your** complaint within the six months, the Ombudsman won't have **Our** permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

### 1.11 Financial Services Compensation Scheme

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract of insurance. Further information about the Scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.



# Privacy Notice

A copy of the Victor Insurance up to date Privacy Notice can be viewed using the following link:

<https://www.marsh.com/uk/privacy-notice.html>

A copy of the Ageas Insurance Limited up to date Privacy Notice can be viewed using the following link:

<https://www.ageas.co.uk/privacy-policy>, or contact the Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.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 Insured**.
- 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 **Bodily Injury** including (to the extent possible) the amount of the **Claim**.
- 2.3 Do not admit liability or offer any payments. **We** 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 **We** 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 Notify **Us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **We** are involved, the more opportunity **We** have to resolve the claim to **Your** satisfaction. **You** must notify **Us** within seven days if the incident relates to **Damage** by riot, civil commotion, labour or political disturbances.
- 2.6 If **You** need to make a claim please contact Ageas Insurance Limited:
- (a) Commercial claims department on **0345 122 3283**. Lines are open 24 hours a day, 365 days a year. The claims handler will take full details of the claim and guide **You** through the next steps.
  - (b) Alternatively **You** can write to Commercial Claims Department, Ageas Insurance Limited, Ageas House, The Square, Gloucester Business Park, Brockworth, Gloucestershire, GL3 4FA.

# General Definitions

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

3.1 **"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.

3.2 **"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**.

3.3 **"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 Public and Products Liability Section, any accidental trespass, nuisance, invasion of the right of privacy or interference with any right of way, air, light, water or other easement; and
- (d) under the Employers' Liability and Public and Products Liability Sections, accidental death, bodily injury, mental anguish, mental injury, illness or disease of or to a person.

3.4 **"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 the 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..

3.5 **"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 all other Sections a written demand for payment of an amount due under the terms of this policy.

3.6 **"Communicable Disease"** means

Any infectious or contagious substance or agent:

- (a) including but not limited to a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not; and
- (b) transmitted by any method, whether direct or indirect, including but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals or from any animal to any human or from any human to any animal; and
- (c) that can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of tangible or intangible property; and
- (d) declared an epidemic or public emergency by the government, public authority, local authority or any other governing body responsible for public health.

3.7 **"Company Wrongful Arrest"** means:

- (a) breach of duty
- (b) breach of trust
- (c) negligent act, error or omission
- (d) misstatement or misleading statement
- (e) breach of warranty of authority
- (f) any other matter claimed against **You** committed or attempted by **You** where **You** are an incorporated company and arising from the conduct of **Your Activities**.

3.8 **"Computer Media"** means all forms of electronic, magnetic and optical tapes and discs for use in any computer and electronic equipment.

3.9 **"Computer System"** means computer or other equipment or component or system which processes, stores, transmits or receives **Data**.

3.10 **"Consequential Loss"** means consequential or indirect loss (that is any **Damage** or additional expense, which happens as a result of, or is a side effect of, the event for which **You** are insured). This includes but is not limited to the following:

- (a) loss of Revenue
- (b) loss of earnings
- (c) additional travel costs
- (d) loss assessor fees
- (e) the cost of preparing a claim
- (f) compensation for stress or inconvenience.

3.11 **"Controlling Interest"** means shares conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the capital of **You** for the time being in issue, and conferring the right to vote at general meetings, including shares held by all persons who, in relation to each other, are associates or persons acting in concert within the meaning of the City Code on Takeovers and mergers.

3.12 **"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
    - (2) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
  - (ii) costs and expenses incurred with **Our** written consent
  - (iii) any claimants' legal costs for which **You** are legally liable

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

- (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.

3.13 "**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.

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

3.15 "**Damage**" means:

- (a) under the Public and Products Liability Section, loss or destruction of, or damage to **Property** and the loss of possession of **Property**;
- (b) under all other Sections, loss or destruction of, or damage to **Property**.

3.16 "**Data**" means data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites or any information whatever.

3.17 "**Defence Costs**" means:

- (a) under the Charity Trustees Management Liability Section, legal costs and expenses incurred:
  - (i) by or on behalf of the **Trustee**, under Part A – Trustee Liability
  - (ii) by **You**, under Part B – Organisational Liability
  - (iii) by **You**, under Part C – Employment Practices 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 "**Denial of Service Attack**" means under all other Sections, any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

3.19 "**Dependant**" means any natural or legally adopted children or legal wards of an **Insured Person** (and/or a **Partner** where applicable) living at the same address who at the time of the **Accidental Bodily Injury** are in full time education or any other person who is dependent on the **Insured Person** for whom the **Insured Person** is in receipt of a carer's allowance or attendance benefit from the state.

3.20 "**Directors and Officers**" means directors, officers, principals, partners or members while they are employed by **You** and under **Your** control in connection with **Your Activities**.

3.21 "**Discovery Period**" means single extension of the expiring **Period of Insurance** in respect of any **Claim** made against a **Trustee** during the period of 12 months after the expiry of the **Period of Insurance** but only for a:

- (a) **Wrongful Act** by a **Trustee**
- (b) **Company Wrongful Act** by **You**

committed or attempted prior to the expiry of the original **Period of Insurance** stated in the **Schedule**.

3.22 "**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..

3.23 "**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; or
- (vi) agency staff

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

- (b) under the Personal Accident Section, 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 governor;
  - (viii) a trustee; or
  - (ix) an outworker or homeworker

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

- (c) 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; or
  - (x) an outworker or homeworker

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

3.24 "**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.

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

3.26 "**Europe**" means England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland and the countries of the European Union.

3.27 "**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.

3.28 "**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**.

3.29 "**Hacking**" means unauthorised access to any computer **Computer System** whether owned by **You** or not.

3.30 "**Heave**" means upward movement of the ground beneath the Buildings as a result of the soil expanding.

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

3.32 **"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; or
- (m) Theft or attempted theft but only where involving entry into or exit from the **Premises** by forcible and violent means.

3.33 **"Insured Person"** means:

- (a) Under the Personal Accident Section, **You** or **Your** directors, partners, **Employees** or any volunteers directly engaged by **You**;
- (b) under all other Sections, **You** or **Your** directors, partners or **Employees**.

3.34 **"Investigation"** means a formal investigation, examination or enquiry into **Your Activities** commenced during the **Period of Insurance** by any regulatory body, government department or other body having a legal right to examine, conduct an enquiry or investigate **Your Activities**.

It does not include any investigation, examination or enquiry arising from actual **Pollution or Contamination** or alleged or threatened **Pollution or Contamination** or any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into activities of **Your** sector which is not related solely to the conduct of **You** or any **Trustee**.

3.35 **"Investigation Costs"** means:

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

- 3.36 **"Landslip"** means downward movement of sloping ground.
- 3.37 **"Legionellosis"** means accidental **Bodily Injury** caused by the escape, discharge or release of legionella bacteria from any water, air-conditioning or other purpose built system or equipment that uses water including, but not limited to, associated tanks, pipes, ducting, evaporative condensers, spa pools, saunas and Turkish baths.
- 3.38 **"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**; or
  - (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.

3.39 **"Loss of Limbs"** means:

- (a) in the case of a leg or legs:
  - (i) loss by permanent physical severance at or above the ankle; or
  - (ii) permanent and total loss of use of an entire foot or leg
- (b) in the case of an arm or arms:
  - (i) loss by permanent physical severance of the four fingers at or above the metacarpophalangeal goings (where the fingers join the palm of the hand); or
  - (ii) permanent and total loss of use of an entire hand or arm.

3.40 **"Loss of Sight or Hearing"** means

- (a) irrecoverable loss of sight on both eyes if an Insured Person is registered as severely sight impaired
- (b) in one eye if the degree of sight remaining after correction is less than 3/60 on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet)

- (c) total and permanent loss of hearing.

3.41 **"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, and
  - (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, partners, **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**.

Excluding:

- (i) Landlord's fixtures and fittings;
- (ii) **Stock** and materials in trade; or
- (iii) **Property** more specifically insured.

3.42 **"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; and
- (h) monetary balances held to **Your** credit by a financial institution.

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

- (a) the production or use of atomic energy;
- (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- (c) the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

3.44 **"Nuclear Reactor"** means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

3.45 **"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**.

3.46 **"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 or any territory within its jurisdiction or Canada
  - (iii) any organisation providing financial services.

3.47 **"Partner"** means the spouse or civil partner of an **Insured Person** living at the same address as the **Insured Person** for at least 12 months and sharing financial responsibility for their **Dependants**.

3.48 **"Pastoral Care"** means the provision of informal, unstructured care, guidance and support offered by **You** for free to any person seeking **Your** assistance in the support of their emotional, spiritual or physical well-being.

3.49 **"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.

3.50 **"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.

3.51 **"Personal Belongings"** means items worn, used or carried in daily life, money but not credit or debit cards or items held or used for business purposes or in connection with **Your Activities**.

3.52 **"Personal Data"** means information which could identify a person or allow identity theft or other fraud to take place.

- 3.53 **"Phishing"** means any access or attempted access to **Data** made by means of misrepresentation or deception.
- 3.54 **"Polluting or Contamination Substances"** means any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.
- 3.55 **"Pollution or Contamination"** means:
- (a) all pollution or contamination of buildings or other structures or of water or land or atmosphere
  - (b) all **Bodily Injury, Damage** or liability directly or indirectly caused by such pollution or contamination arising from any **Polluting or Contamination Substance**.
- 3.56 **"Pollution Defence Costs"** means **Defence Costs** incurred by:
- (a) the **Trustee**, under Part A – Trustee Liability
  - (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 or Contamination**.
- 3.57 **"Portable Computer Equipment"** means 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
- 3.58 **"Premises"** means the **Buildings** and the land inside the boundaries at the risk address shown in the **Schedule**.
- 3.59 **"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.
- 3.60 **"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.
- 3.61 **"Property"** means tangible property.



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

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

3.63 **"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**.

3.64 **"Religious Artefacts or Garments"** means service glassware and plate, shrine or altar cloths, prayer mats, hassocks, prayer flags and other hangings, lamp-stands, candlesticks, candle holders and sconces, crosses, religious garments and headwear, vases, chalices, altar sets and other associated religious objects and furnishings but excluding fixed pews, altars, shrines, screens, fonts, panelling and pulpits.

3.65 **"Retaliatory Treatment"** means any actual or alleged action by **You** against an **Employee** as a result of the **Employee** using or trying to use their legal rights. This includes but is not limited to their rights under employment discrimination statutes.

3.66 **"Retroactive Date"** means the date from which **You** have continuously maintained in force a policy of insurance covering professional liability in respect of **Your** organisation as stated in the **Schedule** or, where no retroactive date is stated in the **Schedule**, the date when this Section of cover was first inceptioned under this policy

3.67 **"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.

3.68 **"School, Charity or Charitable Organisation"** means:

- (a) a place or institution for teaching and learning;
- (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**.

3.69 **"Settlement"** means downward movement as a result of the soil being compressed by the weight of the **Buildings**.

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

3.71 "**Subsidence**" means downward movement of the ground beneath the **Buildings** and its foundations other than by **Settlement**.

3.72 "**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**.

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

3.74 "**Territorial Limits**" means England, Scotland, Wales.

For **Property** insured under the Material Damage Section where cover is provided whilst **In Transit** to territories outside England, Scotland and Wales, the Territorial Limits shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

The Territorial Limits shall not include the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987 nor Northern Ireland, the Isle of Man or the Channel Islands.

3.75 "**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
- (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.

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

- 3.77 **"Unoccupied"** means empty or not in use for 45 or more consecutive days.
- 3.78 **"VAT Dispute"** means a dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **Your** Value Added Tax (VAT) affairs.
- 3.79 **"Vehicle"** means any motor vehicle, trailer or container which **You** own or operate or for which **You** are responsible.
- 3.80 **"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 for General Insurance Distribution and Credit Broking (Firm Reference No.307511).
- 3.81 **"Virus or Similar Mechanism"** means program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems, Data** or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes for example Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.
- 3.82 **"We/Us/Our"** means Ageas Insurance Limited.
- 3.83 **"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.
- 3.84 **"Working Hours"** means
- (a) under the Money & Assault Section, the period during which the **Premises** are occupied by **You** or any director, partner, officer or trustee or authorised **Employee** entrusted with **Money** are on the **Premises** for the purpose of undertaking **Your Activities**.
  - (b) for all other Sections, the period during which the **Premises** are occupied by **You** or any director, partner or authorised **Employee** for the purpose of undertaking **Your Activities**.
- 3.85 **"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**.

3.86 "**You / Your / Yours / 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 / Yours / 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 / Yours / 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.

3.87 "**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 but excluding any first aid provided by any qualified medical practitioner or nurse
- (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**, **Bodily Injury** 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, multiplied damages or liquidated damages.

## 4.4 War, Government Action and Terrorism

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

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power. This exclusion does not apply to the Employers' Liability Section.
- (b) (i) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to **Terrorism**;

except as provided by:

- (1) the Employers' Liability Section
- (2) the Public and Products Liability Section

of this policy.

In any action, suit or other proceedings, where **We** allege that by reason of the provisions of this exclusion any **Damage, Bodily Injury**, or liability is not covered by this policy, the burden of proving that such **Damage, Bodily Injury** or liability is covered will be upon **You**.

- (c) nationalisation, confiscation, seizure, destruction, requisition or detention by order of any government, municipal, local, customs or public authority.

#### 4.5 Northern Ireland

**Damage** to any **Property** or **Data** in Northern Ireland directly or indirectly caused by, contributed to by or arising from:

- (a) riot or civil commotion; or
- (b) labour disturbances or malicious persons except in respect of **Damage** caused by fire or explosion.

#### 4.6 Electronic Risks

**Damage, Bodily Injury**, liability or cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, arising from or in connection with:

- (a) **Damage** to or alteration of or the reduction in functionality, availability or operation of any **System** whether owned by **You** or not and whether tangible or intangible including any **Data** where this is caused by programming or operating error by any person, acts of malicious persons, **Virus, Hacking, Phishing, Denial of Service Attack** or failure of any external network
- (b) loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, repair, replacement, restoration or reproduction of, **data** including any amount pertaining to the value of such **Data** whether or not caused by **Hacking**
- (c) any misinterpretation, use or misuse of **Data**
- (d) unauthorised transmission of **Data** to any third party or transmission of any **Virus**
- (e) **Damage** to any other **Property** directly or indirectly caused by, contributed to by or arising from or in connection with a cause described in (a), (b), (c) or (d) of this exclusion

but this shall not exclude accidental **Damage** to **Property Insured** which results from an **Insured Event** not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

For the purpose of this Exclusion the following definitions are amended to read:

##### **Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **System**.

##### **System**

Computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility or other equipment or component or system or item which processes, stores, transmits or receives **Data**.



#### 4.7 **Data Protection**

(Not applicable to Extensions 13.3(d) and 13.3(e) of the Public and Products Liability Section)

compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including the Data Protection Act 2018, whether **Your** liability arises directly or indirectly.

#### 4.8 **Pollution and Contamination**

(Not applicable to the Employers' Liability, Public and Products Liability Sections or defence costs under the Charity Trustee Management Liability Section)

**Damage** caused by **Pollution or Contamination** except (unless otherwise excluded) destruction of or **Damage** to the **Property Insured** caused by **Pollution or Contamination** caused by:

- (a) **Pollution or Contamination** 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 or Contamination**.

#### 4.9 **Asbestos**

(Applicable to the Employers' Liability, Public and Products Liability and Professional Liability Sections only)

liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

- (a) such activity does not form part of **Your** usual **Activities**;
- (b) the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops; and
- (c) an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers' and public liability insurance in force for limits no less than those stated on **Your** own such policies and that such work is not excluded by the contractor's own employers' and public liability policy.

#### 4.10 **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.

#### 4.11 Communicable Disease

**Damage**, costs or expenses directly or indirectly caused by, contributed to by or arising from:

- (a) a **Communicable Disease**, or
- (b) the fear or threat (whether actual or perceived) of a above regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not apply to:

- (i) Clause 8.7 (h) Specified Diseases, Murder, Suicide and Defective Sanitation of the Business Interruption Section,
- (ii) The Employers' Liability Section,
- (iii) The Public and Products Liability Section
- (iv) The Charity Trustees', Management Liability Section
- (v) The Professional Liability Section
- (vi) The Personal Accident Section
- (vii) The Travel Section
- (viii) The Equipment Breakdown Section
- (ix) The Cyber Liability Section
- (x) The Legal Expenses Section

but only to the extent of cover expressly stated as being provided thereunder.

# General Conditions

## 5.1 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; and
- (d) keep books with a complete record of purchases and sales.

## 5.2 Claims Procedure

(Not applicable to the Charity Trustee Management Liability or Professional Liability Sections. Please refer to each individual section for details of the claim procedures **You** must follow should **You** wish to make a claim)

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) notify **Us** within seven days of any **Damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft;
  - (iii) 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;
  - (iv) give notification as soon as reasonably practicable to the police and provide **Us** with a crime reference number in respect of:
    - (1) vandalism; or
    - (2) theft or any attempted theft
 in relation to this policy;
  - (v) make no admission of liability or offer, promise or payment without **Our** written consent;
  - (vi) 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;

- (vii) take all practical action to minimise any interruption or interference to **Your Activities**; and
- (viii) 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.

### 5.3 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.

### 5.4 Subrogation

(Not applicable to the Charity Trustees Management Liability Section)

Before or after any payment is made by **Us**, **We** can at **Our** option:

- (a) negotiate, defend or settle, in **Your** name and on **Your** behalf, any **Claims** made against **You**; and
- (b) take legal action in **Your** name but for **Our** benefit to get back any payment **We** have made under this policy.

### 5.5 Subject to Survey

If this policy has been issued subject to survey, then continuance of cover shall be subject to:

- (a) **You** allowing **Us** to undertake a survey at each of **Your Premises** (where required) by a date agreed in writing by **Us**. **We** may appoint a surveyor to do the survey for **Us**;
- (b) **You** complying with **Our** acceptance criteria; and
- (c) the completion of any risk improvement required within the timeframe advised by **Us**.

The cost of completing any risk improvement requirements will be met by **You**.

If **You** do not allow **Us** to complete the survey by the agreed date **We** may exercise **Our** right to cancel this policy in accordance with clause 1.5 Our Cancellation Rights.

For the period between inception date and the completion date of the survey **We** agree to cover **You** in accordance with the terms, conditions and exclusions of the policy.

In the event the survey does not reflect the details supplied to **Us** by **You** or on **Your** behalf, or any of the risk improvement requirements are not completed by the agreed date **We** give **You** in writing following the survey, **We** have the right to amend the premium, terms, conditions and exclusions of this policy or to cancel this policy in accordance with clause 1.5 Our Cancellation Rights.

## 5.6 **Renewal**

**We** are not bound to offer renewal of this policy.

## 5.7 **Misrepresentation**

**You**, or anyone acting for **You**, must make a fair presentation of the risk to **Us**. This means **You**, or anyone acting for **You**, must disclose at inception or variation to this policy and prior to each renewal every material circumstance which **You** or they know or ought to know and not make misrepresentations to **Us**. If **You**, or anyone acting for **You**, do not make a fair presentation to **Us**, **We** can:

- (a) avoid this policy from inception or renewal if **We** would not have issued it or continued it knowing the true situation
- (b) avoid a variation to this policy if **We** would not have accepted it had **We** known the true situation
- (c) alter the terms of this policy from the date the nondisclosure or misrepresentation was made to those **We** would have applied had **We** known the true situation
- (d) reduce the payment for a **Claim**
- (e) cancel this policy from the date the non-disclosure or misrepresentation was made.

This may result in **Claims** not being paid or not being paid in full.

## 5.8 **Arbitration**

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

If **We** agree to pay **Your Claim**, but **You** disagree with the amount paid, such difference shall be referred to an arbitrator jointly appointed by **You** and **Us** in accordance with the Arbitration Act 1996 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man. **You** may not take legal action against **Us** over this disagreement until the arbitrators have made their decision.

## 5.9 **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.

## 5.10 **Discharge of Liability**

(Applicable to Employers' Liability and Public and Products Liability Sections only)

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**We** may, at any time, pay **You** in connection with any **Claim**:

- (i) the amount of the limit of liability
- (ii) any lower amount for which such **Claim** can be settled

less any sum or sums already paid as damages and **Costs and Expenses**.

On payment, **We** shall relinquish the conduct and control of, and be under no further liability in connection with such **Claim** except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

# Business All Risks

## 7.1 Cover

**We** will cover **You** in respect of accidental **Damage** to specified items occurring during the **Period of Insurance** anywhere within the territorial limit stated in the **Schedule**.

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) any other maximum amount payable or limit of liability otherwise specified.

## 7.2 Basis of Settlement

Unless otherwise stated in the **Schedule** in the event of **Damage** insured by this Section 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** described in the **Schedule**, other than pedal cycles or personal items, 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) **We** will not pay under this clause until **You** have incurred the cost of replacing or repairing the **Property Insured**.

## 7.3 Extension

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

- (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 or limits

The amounts reinstated will not exceed the sum insured and limits stated in the **Schedule**.

## 7.4 Exclusions

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

- (a) **Damage** caused by or consisting of:
  - (i) an existing or hidden defect
  - (ii) **Wear and Tear**
  - (iii) frost
  - (iv) faulty design or faulty materials used in its construction



- (v) faulty workmanship, operating error or omission by **You** or any **Employee**
- (vi) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which **You** own or control
- (vii) the bursting of:
  - (1) a boiler
  - (2) other equipment
- (viii) not being used for domestic purposes where the internal pressure is due to steam only and belongs to **You** or is under **Your** control.

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

(b) **Damage** caused by or consisting of:

- (i) corrosion, rust or rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects
- (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** but only to the **Property Insured** caused by or consisting of:

- (i) **Subsidence, 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 Vehicle** unless there is evidence of forcible and violent entry into the vehicle;

(d) **Damage** resulting from or caused by:

- (i) fire resulting from its' undergoing any process involving the application of heat
- (ii) any process of production or packaging
- (iii) any process of 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;

(e) **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;

(f) **Damage** more specifically insured by **You** or on **Your** behalf;

(g) indirect **Damage**;

(h) **Property Insured** by any marine policy;

(i) **Damage to Money**;

(j) goods held in trust on commission unless specifically mentioned in the **Schedule**;

(k) **Damage** caused by or consisting of distortion, erasure or corruption of computer records or **Computer Media**;

(l) the **Excess** stated in the **Schedule**.

## 7.5 Conditions

(a) **Unattended Vehicles**

The **Vehicle** will not be regarded as an **Unattended Vehicle** if **You** have ensured that:

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

(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

## 12.1 Cover

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

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

in respect of accidental **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of **Employment** by **You** for the purpose of **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 **Your Activities** carried out by **You** and any **Employee** normally resident in the **United Kingdom** for a period of 6 months or less; or
- (iii) elsewhere in the world in respect journeys in connection with **Your Activities** by any person normally resident in the **United Kingdom** for a period of 6 months or less, which do not involve manual labour or the supervision of manual labour.

## 12.2 Limit of Liability

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

## 12.3 Extensions

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

### (a) Contractual Liability

**We** will cover **You** in respect of liability for accidental **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; and

- (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 reckless disregard, deliberate act or omission by **You**;
  - (b) relate to any person other than an **Employee**.
- (3) in respect of any:
  - (a) intervention fees;
  - (b) fines and penalties;
  - (c) remedial or publicity orders or any steps required to be taken by such orders.
- (4) for costs on appeal unless in the counsel's opinion it is likely to succeed.
- (5) costs and expenses on appeal which have been admitted under another Section of this policy.
- (6) where cover is provided by another insurance policy.

Where a claim has been admitted under any other Section the costs will be deducted from this Section.

(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 etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or the equivalent legislation in Wales, Scotland, the Channel Islands or Isle of Man.

**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:
  - (a) result from any deliberate act or omission by **You**;
  - (b) 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 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 accidental **Bodily Injury** against any company registered in, any partnership or any individual domiciled in the **United Kingdom** and which remains unpaid or in part unpaid six months after the date of the judgement.

Payment will only be made where:

- (i) the accidental **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**;
- (iv) the judgement was made in a court within the United Kingdom.

## 12.4 Exclusions

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

- (a) work in or on and travel to, from or within any offshore:
  - (i) accommodation, exploration, drilling or production rig or platform,
  - (ii) support vessel;
- (b) any work in or on:
  - (i) tower cranes and cradles;
  - (ii) chimney shafts, blast furnaces, dams, canals, viaducts, bridges, tunnels,
  - (iii) aircraft, hovercraft, airports or airfields, railways, watercraft (other than hand propelled watercraft),
  - (iv) docks or harbours, piers, wharves, breakwaters or seawalls,

- (v) collieries, mines, quarries, chemical works, gas works, oil refineries, bulk storage facilities for gas or oil, power stations, wind farms, nuclear installations or establishments;
- (c) work from or in connection with:
  - (i) water diversion, pile driving, underpinning, use of explosives, demolition or partial demolition,
  - (ii) tour operators;
- (d) **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;
- (e)
  - (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;
- (f) **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 **Bodily Injury** sustained by any of **Your Employees** during the **Period of Insurance** and arising out of and in the course of their **Employment** by **You** in **Your Activities** described in the **Schedule** and occasioned by or happening through or following **Terrorism** up to a maximum of £5,000,000 for damages, inclusive of **Costs and Expenses** in respect of one occurrence or a series of occurrences consequent on or attributable to one source or original cause (inclusive of legal costs and solicitor's fees) for which **You** are legally liable.

## 12.5 Burden of Proof

If **We** allege that by reason of the **Terrorism** limitation any **Bodily Injury** or **Costs or Expenses** is not covered or is covered only up to the limit of liability, the burden of proving the contrary shall be upon **You**.

## 12.6 Condition – Employers' Liability Tracing Office

Certain information relating to this Section, namely:

- (a) the Policy Number;
- (b) employers' names and addresses, including subsidiaries and any relevant changes of name;
- (c) coverage dates; and
- (d) if relevant, the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers,

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **You** that the above named information provided to **Us** will be processed by **Us** for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with **Claims** arising out of their course of employment in the **United Kingdom** for employers carrying on, or who carried on, business in the **United Kingdom**, to identify an insurer or insurers that provided employers' liability insurance.



# Public and Products Liability

## 13.1 Cover

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

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

in respect of accidental:

- (i) **Bodily Injury**
- (ii) **Damage**

which arises in connection with **Your Activities** and which happens during the **Period of Insurance** and within the following geographical limits:

- (1) the **United Kingdom**; or
- (2) a country which is a member of the European Union but only in respect of **Your Activities** carried out by **You** and any **Employee** normally resident in the **United Kingdom** for a period of 6 months or less; or
- (3) elsewhere in the world in respect of journeys in connection with **Your Activities** by any person normally resident in the **United Kingdom** for a period of 6 months or less which do not involve manual labour or the supervision of manual labour.

## 13.2 Limit of Liability

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 or Contamination**

the Limit of Liability will apply to the total of all events happening in any one **Period of Insurance**.

**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 any territory within their jurisdiction and Canada where the Limit of Liability shall be the maximum amount payable including **Costs and Expenses**.

## 13.3 Extensions

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

- (a) **Care and Treatment**

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

- (i) legal liability for damages, including interest; and

(ii) **Costs and Expenses**

in respect of accidental **Bodily Injury** occurring anywhere within the **United Kingdom** during the **Period of Insurance** in connection with **Your Activities** caused by professional errors, omissions or neglects in the provision of professional medical and care services.

The maximum **We** will pay is £1,000,000 in respect of any one event or all events of a series consequent on or attributable to one original cause.

(b) **Contractual Liability**

**We** will cover **You** against liability in respect of accidental **Bodily Injury** or accidental **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**

Following a breach of personal data (as defined in the law applicable) occurring during the **Period of Insurance** in the course of **Your** activities, **We** will pay:

- (i) the amount of compensation which **You** become legally liable to pay in respect of damage, either material or non-material, under the provisions of Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- (ii) for defence costs and prosecution costs awarded against **You** in respect of a prosecution under Article 83 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

provided that **You** are included in the register maintained by the Information Commissioner's Office (ICO) or the equivalent in the Channel Islands, or are in the process of registration and such registration has not been refused or withdrawn.

**We** will not be liable:

- (i) for any deliberate act or omission by **You** or any director, partner, officer, trustee or **Employee** from which **You** or they could have reasonably expected liability or costs to attach;
- (ii) for liability, defence or prosecution costs arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
- (iii) for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement;

- (iv) for **Costs and Expenses** incurred in rectifying, replacing, reinstating, destroying or erasing data;
- (v) for **Costs and Expenses** incurred in investigating a personal data breach or in the reporting of such to the ICO;
- (vi) if an indemnity is provided by any other insurance.

#### **Fee Payment Condition**

**We** shall be entitled to refuse to pay any **Claim** under this policy in its entirety if **You** have not paid any fees required to be paid by any data protection authority.

#### **(e) Defective Premises**

**We** will cover **You** in respect of legal liability for accidental **Bodily Injury** or accidental **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) 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 result from any reckless disregard, deliberate act or omission by **You**;
- (3) in respect of any:
  - (a) intervention fees
  - (b) fines and penalties
  - (c) **Costs and Expenses** in connection with any remedial or publicity orders or any steps required to be taken by such orders;
- (4) for costs on appeal unless in the counsel's opinion it is likely to succeed;
- (5) **Costs and Expenses** on appeal which have been admitted under another sub section or section; or
- (6) where cover is provided by another insurance policy.

Where a **Claim** has been admitted under any other Section the costs will be deducted from this Section.

(h) **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; or
- (iii) **Damage** caused by an **Insured Event** against which any hiring or renting agreement specifies that insurance is taken out by **You**.

(i) **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; or
- (ii) where cover is provided by another insurance policy.

(j) **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; or
- (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 as amended.

**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**; or
- (3) 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; and
- (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 etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or the equivalent legislation in Wales, Scotland, the Channel Islands or Isle of Man.

**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 12 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) 10% of each and every **Claim**;
  - (e) any **Claim** which occurred prior to the date which this Section was first inceptioned, 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 accidental **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; or
- (3) where cover is provided by another insurance policy.

(n) **Pastoral Care Cover**

**We** will cover **You** in respect of legal liability for accidental **Bodily Injury** or accidental **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, or
- (ii) where cover is provided by another insurance policy.

(o) **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 accidental **Damage to Property** incurred in a personal capacity whilst the persons are outside the **United Kingdom** in connection with **Your Activities** for a period of 6 months or less.

**We** will also cover any accompanying member of **Your** or their family.

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 (or anything attached to them), aircraft, hovercraft or watercraft (other than hand propelled watercraft);
- (ii) **Damage to Property** held in trust;
- (iii) **Bodily Injury** to **You** or director, partner, **Employee** or family member; or
- (iv) 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 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 accidental **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 stated in the **Schedule** in respect of public liability and products 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).

If **We** allege that by reason of the **Terrorism** limitation any **Damage, Bodily Injury**, cost or expense is not covered or is covered only up to the **Terrorism** limit of indemnity, the burden of proving the contrary will be upon **You**.

(r) **Legionellosis**

**We** will cover **You** in respect of **Legionellosis** provided that:

- (i) **We** will not be liable for **Legionellosis** occurring prior to the commencement of cover under this Section.
- (ii) **We** will not provide cover unless:
  - (1) **Claims** are first made in writing to **You** during the **Period of Insurance**; or
  - (2) the first notification of accidental **Bodily Injury** or alleging accidental **Bodily Injury** or of any incidents which may give rise to a **Claim** made to **You** or any director, partner, officer or trustee is notified to **Us** during the **Period of Insurance** or within 30 days of expiry of the same **Period of Insurance**.
- (iii) **We** will not be liable for any **Legionellosis** occurring in the United States of America or any territory within its jurisdiction or Canada.
- (iv) all **Legionellosis** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
- (v) the maximum amount **We** will pay including damages and **Costs and Expenses** for **Pollution or Contamination** arising from or in connection with **Legionellosis** during any one **Period of Insurance** will not exceed the Public and Products Liability limit of indemnity stated on the **Schedule**.

Where more than one party is entitled to cover under this extension, **Our** total combined liability to all parties will not exceed the Public and Products Liability limit of indemnity stated on the **Schedule** in any one **Period of Insurance**.

Where **You** own or are responsible for any water, air-conditioning or other purpose built system or equipment that uses water including, but not limited to, associated tanks, pipes, ducting, evaporative condensers, spa pools, saunas and Turkish baths at the premises, it is a condition precedent to **Our** liability to pay **Claims** in respect of **Legionellosis** arising from or in connection with such system or equipment that **You** must:

- (i) undertake risk assessments to identify the presence of legionella bacteria at intervals not exceeding 12 months;



- (ii) take appropriate measures to prevent and control the growth and multiplication of legionella bacteria;
- (iii) retain documentary evidence of all risk assessments and measures undertaken; and
- (iv) produce such documentary evidence if requested by **Us**.

(s) **Wrongful Arrest**

**We** will cover **You** for accidental **Bodily Injury** and all sums which **You** become legally liable to pay as damages, including interest and **Costs and Expenses** for wrongful arrest, malicious prosecution, false imprisonment, defamation or assault of any person (other than an **Employee**) occurring during the **Period of Insurance** and arising out of any theft or suspicion of theft at the **Premises**.

#### 13.4 Exclusions

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

- (a) **Bodily Injury** to any **Employee** arising out of and in the course of **Employment** by **You** in **Your Activities**;
- (b) the ownership, possession or use by **You** or on **Your** behalf of any:
  - (i) aircraft, aerial device or hovercraft;
  - (ii) watercraft (other than hand propelled watercraft);
  - (iii) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than:
    - (1) where described in the clause 13.3(m) – Motor Contingent Liability;
    - (2) the loading or unloading of any vehicle, trailer or plant where cover is not provided by another insurance policy;
- (c) **Damage to Property**
  - (i) which **You** own or is loaned, leased, hired or rented to **You**;
  - (ii) which is held in trust or in the custody or control of:
    - (1) **You**; or
    - (2) any other party who is carrying out work on **Your** behalf

other than in the circumstances described in the clause 13.3(f) – Employee's and Visitor's Personal Belongings or clause 13.3(h) – 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, defective design, defective formula, defective plan, 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
  - (iii) the operational areas of gas, chemical, petrochemical or power generation plants, mines, motor vehicles or spacecraft;
- (h) **Pollution or Contamination** other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

All **Pollution or Contamination** which arises out of one incident will be treated as having happened at the time the incident takes place.

**We** will not cover **You** against liability in respect of **Pollution or Contamination** happening anywhere in the United States or America or any territory within its jurisdiction 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 (other than hand propelled watercraft) railways or airports
  - (vi) mines or collieries
  - (vii) dams or coffer dams
  - (viii) tunnels or bridges or motorways or viaducts
  - (ix) work underground or underwater unless specified in the **Your Activities** on the **Schedule**
  - (x) drilling platform or rig and other offshore platforms
  - (xi) railways, railway locomotives and carriages
  - (xii) chimney shafts, blast furnaces, quarries, towers, steeples (or bell ringing or guided tours) and wind farms;

- (j) work from or in connection with:
  - (i) towers, cranes or cradles
  - (ii) water diversion, pile driving, underpinning, use of explosives, demolition
  - (iii) tour operators;
- (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, 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, or
    - (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 making up, prescribing or dispensing or repackaging of drugs or medicines;

- (p) liability arising from or in connection with **Products Supplied** known by **You** or a director, partner or **Employee** to be supplied directly or indirectly to the United States of America or any territory within its jurisdiction or Canada unless such cover is specifically noted as being insured in the **Schedule**;
- (q) any claim made in the courts of a country outside of **Europe**;
- (r) the **Excess** stated in the **Schedule**;

### 13.5 Conditions

#### (a) Firework Displays and Bonfires

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

**You** must ensure in connection with firework displays or bonfires organised by **You** that:

- (i) **You** consult the relevant authorities at least seven days before the event
- (ii) **You** comply with any recommendations or instructions of the:
  - (1) relevant authorities
  - (2) fireworks manufacturers
- (iii) **You** organise the event in accordance with guidance from the Health and Safety Executive
- (iv) fireworks used must be obtained from an entity complying with the firework regulations concerning the manufacture and supply of fireworks and not modified in any way
- (v) the display and bonfire must be at least 100 metres away from:
  - (1) the **Premises**
  - (2) **Vehicles**
- (vi) flammable or other Dangerous Substances as defined in The Dangerous Substances and Explosive Atmospheres Regulations 2002 and all combustible materials.

#### (b) Inflatable Devices

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

**You** must ensure that:

- (i) all operators have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices,
- (ii) the maximum number of persons allowed in or on such devices at any time will not exceed the number outlined in the manufacturers' guidelines or recommendation and such devices are supervised at all times by the operator(s),
- (iii) all outdoor devices have adequate anchorage points which must be used at all times,

- (iv) all devices are inspected:
  - (1) daily prior to use; and
  - (2) at least annually by a competent person and the records of such inspections retained by **You** for three years, and:
    - (a) all defects or risks to health and safety immediately rectified; or
    - (b) the device taken out of use until satisfactorily repaired, and
- (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) **Mobility Scooters**

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

- (i) Each and every scooter/wheelchair must be checked for faults:
  - (1) Before it leaves the **Premises**
  - (2) After being returned to the **Premises**
  - (3) By a competent person and:
    - (i) all defects or risks are immediately rectified, or
    - (ii) the equipment, device or facility is taken out of use;
- (ii) Full overhauls to be done at least quarterly;
- (iii) Scooter(s) are not used on roads and public highways;
- (iv) **We** will not cover **You** if otherwise insured by another policy.

(d) **Subcontractors and Suppliers**

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 of that **Claim**.

In respect of any:

- (i) services provided to; or
- (ii) work undertaken for

**You** or on **Your** behalf in connection with **Your Activities** by any bona-fide subcontractor or third party supplier **You** must:

- (i) prior to their engagement on each and every occasion during the **Period of Insurance**, ensure that each bona-fide subcontractor or supplier holds public liability insurance that:
  - (1) is appropriate to the services or work to be carried out; and
  - (2) has a period of insurance that is adequate to provide public liability cover for the duration of the services provided or works undertaken by them for **You** or on **Your** behalf; and
  - (3) has a limit of liability which is not less than the limit under the Public and Products Liability Section of this policy;
- (ii) provide **Us** with documentary evidence of the public liability insurance held by such bona-fide subcontractor or supplier at the time of their engagement to provide the service or undertake the work if requested by **Us**.

(e) **Litter Picking**

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 if undertaking litter picking in the course of **Your Activities** that any person required to pick up litter must:

- (i) wear protective footwear and gloves
- (ii) a reflective, high visibility waistcoat
- (iii) not be permitted to work alone
- (iv) be instructed by **You** not to pick up, move or touch any containers containing unknown liquids or other suspect materials or substances
- (v) be instructed by **You** not to pick up, move or touch any litter from roads and highways (other than pavements or verges)
- (vi) be instructed by **You** not to pick up, move or touch any sharp objects, medical sharps or drug related litter unless that person:
  - (1) is authorised by **You** to do so
  - (2) has received documented training in dealing with sharp objects, medical sharps or drug related litter
  - (3) uses graspers or tongs or a shovel and brush as appropriate
  - (4) places sharp objects, medical sharps or drug related litter in dedicated containers and such containers are disposed of by the local authority or a specialist waste disposal contractor.

(f) **Playgrounds and Amusement Devices**

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

**You** must ensure that in connection with playground and amusement devices:

- (i) all equipment, devices and facilities, including sand pits and paddling pools:
  - (1) are manufactured and installed to the appropriate standard and maintained in good condition.
  - (2) are inspected, by a competent person, at least weekly and:
    - (a) all defects or risks to health or safety immediately rectified; or
    - (b) the equipment, device or facility taken out of use.
- (ii) **You** erect, where necessary, suitable signs detailing any information that is necessary for the safe use of the equipment device or facility and clearly stating any restrictions on its use.
- (iii) **You** determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facilities are in use.

**We** will not provide cover in respect of the operation of mechanically powered passenger carrying amusement devices, skateboard parks.

# Charity Trustees' Management Liability

## Part A – Trustee Liability

### 14.1 Cover

#### (a) Trustee Liability

**We** will pay the amount of the **Loss** which a **Trustee** becomes legally liable to pay as the result of any **Claim** made against the **Trustee** during the **Period of Insurance** (or **Discovery Period** if applicable) for a **Wrongful Act** within the **United Kingdom** for which **You** have not provided the **Trustee** with indemnity.

**We** will also pay the **Trustee's Defence Costs**.

#### (b) Company Reimbursement

**We** will pay the amount of the **Loss** which **You** become legally liable to pay as the result of any **Claim** made against the **Trustee** during the **Period of Insurance** (or **Discovery Period** if applicable) for a **Wrongful Act** within the **United Kingdom** but only when and to the extent that **You** have provided the **Trustee** with an indemnity.

**We** will also pay **Your Defence Costs**.

#### (c) Investigation Costs

**We** will pay on the **Trustee's** behalf (or on behalf of **You** to the extent that **You** have provided the **Trustee** with an indemnity) the **Investigation Costs** and related professional fees arising from an **Investigation** notified as being required during the **Period of Insurance**.

### 14.2 Limit of Liability

The maximum amount **We** will pay under Part A Trustee Liability including:

- (a) the amount of the **Loss**
- (b) **Defence Costs**
- (c) **Investigation Costs** and related professional fees
- (d) any Extensions to Part A Trustee Liability

will not exceed Part A Trustee Liability limit of liability stated on the **Schedule** in respect of all **Claims** and **Investigation Costs** made during the **Period of Insurance**.

### 14.3 Extensions to Part A Trustee Liability

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

#### (a) Outside Entity

**We** will pay the amount of the **Loss** which a **Trustee** becomes legally liable to pay as the result of any **Claim** made against the **Trustee** during the **Period of Insurance** (or **Discovery Period**



if applicable) for a **Wrongful Act** within the **United Kingdom** committed by a **Trustee** in their capacity of **Outside Trustee** but,

- (i) only in excess of the aggregate of the amount of **Loss** the **Outside Trustee** is reimbursable for which **You** have been provided with an indemnity by the outside entity
- (ii) any other potentially applicable cover, whether or not it actually responds.

**We** will also pay the **Trustee's Defence Costs**.

(b) **Personal Appointments**

**We** shall pay the amount of the **Loss** in respect of any **Wrongful Act** 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 for which **You** have been provided with an indemnity 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**.

(c) **Past Trustees**

In the event that the insurance provided by this Section is not renewed or replaced with similar insurance, cover will continue in respect of any **Trustee** who had voluntarily retired or voluntarily resigned from **You** during the **Period of Insurance** or a previous policy with **Us** which is linked by continuous renewal to this **Period of Insurance**. Cover will continue for a period of 72 months for any **Trustee** who had voluntarily retired or voluntarily resigned from the date of expiry of the **Period of Insurance** provided that:

- (i) such **Trustee** has not been disqualified or dismissed from such office
- (ii) it is not as a consequence of a takeover, merger or winding up
- (iii) no similar insurance is in place elsewhere
- (iv) cover will only apply to claims caused by a **Wrongful Act** within the **United Kingdom** occurring prior to the date of their ceasing in or retiring from their role as a trustee of **Yours**
- (v) the extended cover period as noted above will run at the same time as any **Discovery Peril** if applicable.

(d) **Extradition Proceedings Cover Defence Costs**

**We** will pay for **Extradition Proceedings Defence Costs** incurred by a **Trustee** arising from a **Wrongful Act** within the **United Kingdom** during the **Period of Insurance**.

(e) **Asset and Liberty Proceedings Defence Costs**

**We** will pay for **Asset and Liberty Defence Costs** arising from a **Wrongful Act** within the **United Kingdom** during the **Period of Insurance**.

(f) **Pension or Employee Benefit Schemes**

**We** will pay for the amount of the **Loss** and **Defence Costs** arising from a **Wrongful Act** relating to any **Pension or Employee Benefit Schemes** within the **United Kingdom** during the **Period of Insurance**.

#### 14.4 Exclusions to Part A Trustee Liability

(a) **We** will not pay for any **Claim** arising out of or in connection with an **Employment Practices Wrongful Act**.

(b) **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 or trust scheme other than **Defence Costs** under extension 14.3 (f) **Pension or Employee Benefit Schemes**.

## Part B –Organisational Liability

#### 14.5 Cover

(a) **Organisational Liability**

**We** will pay the amount of the **Loss** which **You** become legally liable to pay as the result of any **Claim** made against **You** during the **Period of Insurance** for a **Company Wrongful Act** or a **Professional Liability Wrongful Act** within the **United Kingdom**.

**We** will also pay **Your Defence Costs**.

(b) **Investigation Costs**

**We** will pay on behalf of **You**, the **Investigation Costs** and related professional fees arising from an **Investigation** notified as being required during the **Period of Insurance** under the provisions of the:

- (i) Health and Safety at Work etc. Act 1974
- (ii) Corporate Manslaughter and Corporate Homicide Act 2007

or the equivalent legislation in any other jurisdiction.

#### 14.6 Limit of Liability

The maximum amount **We** will pay under Part B Organisational Liability including:

- (a) the amount of the **Loss**
- (b) **Defence Costs**
- (c) **Investigation Costs** and related professional fees
- (d) any Extensions to Part B Organisational Liability

will not exceed Part B Organisational Liability limit of liability stated on the **Schedule** in respect of all **Claims** made during the **Period of Insurance**.

#### 14.7 Extensions to Part B Organisational Liability

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** actual or alleged breach of a written:

- (i) contract, or
- (ii) 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 and provided that **You** would have been liable in the absence of such written:

- (1) contract, or
- (2) agreement

##### (b) Data Protection

**We** will pay the amount of the **Loss** that **You** become legally liable to pay as the result of any **Claim** and **Defence Costs** in respect of any offences committed or alleged to have been committed under any privacy laws, statutes and regulations associated with the control and use of **Personal Data**, 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 **Damage to Money** or **Property** belonging to **You** within the **United Kingdom** 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.

The maximum aggregate payable by **Us** shall not exceed £25,000 in any one **Period of Insurance**.

**We** will not make any payment if **You** have any other insurance that covers the same **Damage to Money** or **Property** as provided by this extension.

## **Fidelity Special Conditions**

**We** will not make any payment under this extension unless **You** operate and can demonstrate to **Our** satisfaction the following minimum controls:

- (i) 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
- (ii) At least quarterly and independently of the **Employee** responsible for payroll, all payroll expenditure is reconciled against personnel records to verify accuracy; and
- (iii) 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
- (iv) Statements of account for all amounts due to **You** are issued at least monthly and directly to the relevant customers or other debtors; and
- (v) 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**

**We** will pay on **Your** behalf the costs incurred by **You** in reproducing or restoring documents and computer system records held or owned by **You** or for which **You** are responsible following accidental **Damage** occurring within the **United Kingdom** during the **Period of Insurance**.

**We** will not pay:

- (i) for **Damage** to bearer bonds, coupons, stamps, promissory notes, share certificates, bank or currency notes or negotiable instruments
- (ii) if an indemnity has been provided under any other Section of this policy.

**Our** liability under this extension will not exceed £100,000 in any one **Period of Insurance**.

### **(e) Public Relations Costs**

**We** will pay on behalf of **You** the costs incurred, with **Our** prior consent, in engaging a professional public relations firm or consultant, crisis management or law firm to prevent or limit the adverse effects of negative publicity arising from a **Claim** in respect of a **Company Wrongful Act** or an **Investigation** within the **United Kingdom**.

**Our** liability under this extension will not exceed £25,000 in any one **Period of Insurance**.

### **(f) Pension or Employee Benefit Schemes**

**We** shall pay on **Your** behalf, **Loss** including **Defence Costs** arising from a **Wrongful Act** within the **United Kingdom** committed by **You** in **Your** capacity as administrators of any **Pension or Employee Benefit Scheme** provided that the **Claim** is first made against **You** during the **Period of Insurance**.

The maximum aggregate payable by **Us** shall not exceed the amount stated in the **Schedule** and be in excess of any other potentially applicable cover, whether or not it actually responds.

#### 14.8 Exclusions to Part B Organisational Liability

**We** will not pay for any **Claim** for:

- (a) any actual or alleged libel, slander, defamation or any form of invasion of privacy
- (b) any actual or alleged breach of contract or agreement, either oral or written, except to the extent provided for in;
  - (i) extension 14.7(a) – Defence Costs for Breach of Contract; or
  - (ii) any **Claim** for **Loss** arising from a **Professional Liability Wrongful Act**.
- (c) any actual or alleged plagiarism or breach of copyright or trademark, patents, database rights, registered design or design rights except to the extent provided for in;
  - (i) extension 14.7(a) – Defence Costs for Breach of Contract; or
  - (ii) any **Claim** for **Loss** arising from a **Professional Liability Wrongful Act**.
- (d) any retirement, pension, profit-sharing, health, welfare or any other employee benefit fund or, trust scheme other than as described in extension 14.7(f) – Pension or Employee Benefit Schemes.
- (e) any breach of any obligation owed by **You** as an employer to any **Employee** or former **Employee** or applicant for employment.
- (f) an **Employment Practices Wrongful Act**.
- (g) any of the following in respect of extension 14.7(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**.
- (h) the manufacture, sale, supply, installation or maintenance of any products or goods.
- (i) the provision of or failure to provide medical services.
- (j) any breach of regulatory, statutory or common law aimed at preventing monopolies, price discrimination, fixing of prices or other unfair trade practices.
- (k) 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 – Employment Practices Liability

### 14.9 Cover

**We** will pay the amount of the **Loss** which **You** become legally liable to pay as the result of any **Claim** made against **You** during the **Period of Insurance** (or **Discovery Period** if applicable) for an **Employment Practices Wrongful Act** within the **United Kingdom**.

**We** will also pay **Your Defence Costs**.

### 14.10 Investigation Costs

**We** will pay on behalf of **You**, the **Investigation Costs** and related professional fees arising from an **Investigation** notified as being required during the **Period of Insurance**.

### 14.11 Limit of Liability

The maximum amount **We** will pay for under Part C Employment Practices Liability including:

- (a) the amount of the **Loss**
- (b) **Defence Costs**
- (c) **Investigation Costs** and related professional fees
- (d) any Extensions to Part C Employment Practices Liability

will not exceed the Employment Practices Liability limit of liability stated on the **Schedule** in respect of all **Claims** made during the **Period of Insurance**.

### 14.12 Exclusions to Part C Employment Practices Liability

**We** will not pay for any **Claim** arising out of or in connection with:

- (a) Employment Benefits in respect of:
  - (i) actual or alleged violation of responsibilities, obligations or duties imposed by any law governing health and safety, workers' compensation
  - (ii) national minimal wage
  - (iii) redundancy or unemployment benefits or compensation, unemployment insurance, social security benefits, or any similar law or obligation whatsoever
- (b) Labour Disputes in respect of:
  - (i) membership or non-membership of any trade union or equivalent labour organisation or other involvement in
  - (ii) trade union activities
  - (iii) an industrial dispute or lockout
  - (iv) a breach of a collective bargaining agreement.

This exclusion will not apply to claims involving **Retaliatory Treatment**.

- (c) the costs associated with **You** obligation to adjust or adapt any premises, building or property or to make any other adjustments or reasonable accommodations in order to comply with the Equality Act 2010.
- (d) the costs of complying or refusing to comply with a court or other order for the reinstatement of an **Employee**.
- (e) any deliberate breach of employment or any dishonest or fraudulent act carried out by **You** or any **Employee**.
- (f) any **Company Wrongful Act** or **Wrongful Act**.

#### 14.13 Extensions to the Charity Trustee Management Liability Section

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

##### (a) **Automatic Acquisition Cover**

This extension does not apply to Part C Employment Practices Liability.

This policy provides automatic cover for **Loss** arising out of a **Claim** against:

- (i) any **Trustee** of any newly created or acquired **Subsidiary**, including by merger under Part A – Trustee Liability; or
- (ii) against **You** for any **Subsidiary** newly created or acquired, including by merger under Part B – Organisational Liability,

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**, **Company Wrongful Act** or **Professional Liability 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:

- (i) has its securities listed or traded on any exchange; or
- (ii) is a financial company; or
- (iii) is domiciled outside of the **United Kingdom**.

Where the coverage for the **Trustees** of a newly created or acquired **Subsidiary** is not automatically conferred as a consequence of (i) or (ii) 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 the policy elsewhere accordingly including the charging of an additional premium.

**Our** limit of liability under this extension shall not exceed the Trustee Liability limit of liability or the Organisational Liability limit of indemnity as stated on the **Schedule** as appropriate.

(b) **Discovery Period**

If **We** refuse to renew the insurance provided by this Section, **You** will be entitled to request a **Discovery Period**.

**We** must receive:

- (i) written notice, and
- (ii) payment of an additional premium of 50% of the full annual section premium (as at expiry) within 30 days of the expiry of the original **Period of Insurance** stated on the **Schedule**.

This extension will not be provided if, at expiry of the original **Period of Insurance**:

- (1) **You** have accepted an offer of similar insurance
- (2) **You** have merged with another company
- (3) a party has acquired 50% or more of the total voting rights conferred by all the issued shares in the capital of **You**
- (4) **We** refuse to renew the insurance provided by this Section due to fraud, non-payment of premium, liquidation, bankruptcy or other insolvency.

For the purpose of this extension:

- (i) the offer by **Us** of renewal terms, conditions, limits or premium that differ to those of the expiring policy does not constitute a refusal to renew this insurance
- (ii) the extension of the original **Period of Insurance** does not increase the limit of indemnity provided under this Section.

(c) **Takeovers and Mergers Run-off**

If during the **Period of Insurance**:

- (i) **You** merge with another company; or
- (ii) a party acquires 50% or more of the total voting rights conferred by all the issued shares in the capital of **You**,

**You** may request that this Section is extended for up to 72 months to cover **Wrongful Act** or **Company Wrongful Act** occurring prior to the effective date of any changes detailed in clause (i) or (ii) above. On receipt of any request, **We** have the right to amend the premium, terms, conditions and exclusions of this policy or to cancel the policy in accordance with clause 1.5 Our Cancellation Rights.

(d) **Emergency Costs**

If **You** cannot reasonably obtain **Our** prior written consent to incur **Investigation Costs**, **We** will retrospectively approve such costs, provided they are notified to **Us** as soon as practicable.

**Our** liability under this extension will not exceed £50,000 in any one **Period of Insurance**.



(e) **Pollution or Contamination**

**We** will pay the **Trustee's** or **Your Defence Costs** in the event of any criminal or regulatory proceedings which are initiated during the **Period of Insurance** in respect of any actual, alleged or threatened **Pollution or Contamination** arising from:

- (i) **Wrongful Act** alleged to have been committed by a **Trustee**
- (ii) **Company Wrongful Act** alleged to have been committed by **You**.

**We** will also pay the **Trustee's Defence Costs** which would ordinarily be covered under item (i) above were it not for an indemnity clause in **Your** governing documents in which **You** have agreed to indemnify the **Trustee**.

**We** will not pay:

- (i) any fines or penalties of any kind
- (ii) any **Claim** for loss directly or indirectly arising from **Pollution or Contamination** other than the **Trustee's Defence Costs**.

**Our** liability under this extension will not exceed £100,000 in any one **Period of Insurance**.

#### 14.14 Exclusions to the Charity Trustee Management Liability Section

**We** will not pay for:

- (a) the **Excess** as stated on the **Schedule**
- (b) any **Claim** arising out of any notice of intended **Claim**, circumstance, occurrence or **Investigation** notified under any insurance attaching prior to the inception of the insurance provided by this Section or which should have been so notified
- (c) any **Claim** arising out of any notice of intended **Claim**, circumstance, occurrence or **Investigation** known to **You** prior to the inception of the insurance provided by this Section
- (d) any **Claim** arising out of any notice of intended **Claim**, circumstance, occurrence or **Investigation** occurring prior to the inception of the insurance provided by this Section unless:
  - (i) there was previous insurance operative that would have indemnified **You** had the notice of intended **Claim**, circumstance, occurrence or **Investigation** been known to **You** prior to commencement of this insurance, and
  - (ii) documentary evidence is provided of such previous insurance, and
  - (iii) the notice of intended **Claim**, circumstance, occurrence or **Investigation** relating to such **Claim** happened no more than two years prior to the commencement of the insurance provided by this Section
- (e) any **Claim** based upon or attributable to **You** gaining any profit or advantage or receiving any remuneration to which **You** were not legally entitled. Any **Damage** of any **Property** including loss of use other than under cover 14.1 Investigation Costs and extension 14.7d Loss of Documents to Part B Organisational Liability

- (f) any **Claim** for bodily injury, mental anguish, emotional distress, illness, disease or death except for emotional distress incurred as a result of an **Employment Practices Wrongful Act** if Part C Employment Practices Wrongful Act is stated as operative on the **Schedule**
- (g) taxes
- (h) fines or penalties exemplary, punitive or other non-compensatory damages of any kind (these are damages in excess of normal compensation awarded to punish **You**) that are uninsurable under the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- (i) any **Claim** for actual or alleged breach of, or failure to perform any professional duty or professional service for any client, customer or other person who relies on any advice, **Pastoral Care**, treatment, instruction, design, plan, formula or specification provided by **You**. This exclusion does not apply to any failure to supervise the performance of professional duties or professional services
- (j) any **Claim** directly or indirectly caused by or contributed to by or arising from any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations by **You** but nothing in this exclusion will prevent:
  - (i) any person who is not concerned in such act, omission, breach or disregard being indemnified in accordance with the terms, conditions and exclusions of this insurance for such actions committed by any other person (within the definition of **You**)
  - (ii) **You** being indemnified for **Investigation Costs** reasonably incurred in successfully defending an action arising out of an allegation of a dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations
- (k) 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**
- (l) any **Claim** resulting from a **Wrongful Act**, **Company Wrongful Act** or **Professional Liability Wrongful Act** occurring after any **Subsidiary** ceases to be **Your Subsidiary**
- (m) any **Claim**, allegation, proceeding or **Investigation** brought in:
  - (i) the United States of America or any territory within its jurisdiction or Canada
  - (ii) the enforcement of a judgment obtained in such territories or under such laws
  - (iii) any **Claim** arising directly or indirectly from work carried out or visits in the course of **Your Activities** in the United States of America or any territory within its jurisdiction or Canada
- (n) any **Claim** for actual or alleged misappropriation, infringement or breach of copyright, patent, trademark or other intellectual property right or any infringement of data protection legislation
- (o) any **Claim** or **Investigation Costs** outside of the **United Kingdom**.

#### 14.15 Conditions to the Charity Trustee Management Liability Section

##### (a) Notification

Failure to comply with this condition will affect the payment of any claim.

It is a condition precedent to **Our** liability that **You** must give written notice to **Us** during the **Period of Insurance** (or **Discovery Period** if applicable) of:

- (i) any **Claim** made against **You**
- (ii) the receipt of notice from any person, persons or corporate body of an intention to make a **Claim** against **You**
- (iii) any circumstance, occurrence or **Investigation** of which **You** becomes aware which may give rise to a **Claim** against **You**

Any such **Claim**, notice of intended claim, circumstance, occurrence or **Investigation** must be notified to **Us** immediately.

Where notice has been given to **Us** in accordance with item (ii) or (iii) above, any **Claim** to which that notice, circumstance, occurrence or **Investigation** may give rise after the expiry of the **Period of Insurance** will be deemed, for the purpose of this insurance, to have been made on the date of notification to **Us**.

Written notice must include but is not limited to:

- (1) a full description of the **Claim**, notice of intended **Claim**, circumstance, occurrence or **Investigation**;
- (2) the nature of the allegation;
- (3) the identity of the claimant or potential claimant; and
- (4) the date on which **You** first became aware of such **Claim**, notice of intended **Claim**, circumstance, occurrence or **Investigation**.

In the event that it has not been practicable for **You** to give written notice to **Us** during the **Period of Insurance** (or **Discovery Period** if applicable) then written notice may be given to **Us** within 30 days of the date of expiry of the same **Period of Insurance** (or **Discovery Period** if applicable). Such notice will be deemed to have been given to **Us** during the **Period of Insurance**.

(b) **Consent to Settle**

**We** will have full discretion in the conduct and control of any negotiations or recovery or contribution proceedings or in the defence or settlement of any claim however **We** will not settle any **Claim** or any recovery or contribution proceedings without **Your** consent.

If however **You** refuse to consent to any settlement recommended by **Us** and elect to continue the defence of the claim or the prosecution of any recovery or contribution proceedings, then **Our** liability for the **Claim** will not exceed the amount which the **Claim** would then have represented if it had been settled at the date of such refusal and then only up to the limit of indemnity shown on the **Schedule** for this Section.

(c) **Contested Proceedings**

**You** will not be required to contest any legal proceedings unless a Queen's Counsel (to be selected by **Us** after consultation with **You**) advises that such proceedings should be contested.

For the purposes of this condition, Queen's Counsel also means a lawyer of similar standing where proceedings have been commenced in jurisdictions outside England and Wales.

(d) **Subrogation**

Before or after any payment is made by **Us**, **We** can at **Our** option:

- (a) negotiate, defend or settle, in **Your** name and on behalf of **You** any **Claims** made against **You**
- (b) take legal action in **Your** name but for **Our** benefit to get back any payment **We** have made under this insurance

If any payment is made under this insurance in respect of a claim, **We** agree not to exercise **Our** subrogated rights of recovery against any person who has been, or may be, under a contract of service or apprenticeship with **You** unless the payment giving rise to such right has directly or indirectly been caused by or contributed to, by or has arisen from:

- (i) the dishonest, fraudulent, criminal or malicious act or omission of such person
- (ii) such person gaining any profit or advantage or receiving any remuneration to which they were not legally entitled.

(e) **Controlling Interest**

If during the **Period of Insurance**:

- (a) more than 50% of **Your** directors resign or are removed from office within any 90 day period, or
- (b) any person, whether or not an existing shareholder, acquires a **Controlling Interest** in **You**

**We** must be notified within 30 days of the date of the first of such resignations or removals or change of control.

The insurance provided by this Section will be restricted (unless **We** agree in writing to the contrary) so as to apply only to **Wrongful Acts** or **Company Wrongful Acts** occurring prior to the date of the first of such resignations or removals or change of control.

(f) **Advancement of Costs and Expenses**

**We** will advance all costs and expenses on a current basis (less any applicable **Excess**) that are incurred, with **Our** prior written consent, by **You** in **Your** role as a director, officer or **Trustee** of **Yours** in defending any actions, suits and proceedings against **You** for a **Wrongful Act**, **Company Wrongful Act** or a **Professional Liability Wrongful Act** for which indemnity is provided under this insurance. In the event there is an allegation of any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations on **Your** part in any civil or criminal proceedings, the costs and expenses reasonably incurred by **You** will only be advanced at **Our** discretion and will be repayable, if so advanced, in the event that **You** plead guilty, or are found guilty, or admit liability or are found liable for such act, omission, breach or disregard. If there is no such advancement, costs and expenses will be reimbursed to **You** in the event of an acquittal or no finding of any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations.

(g) **Series of Claims or Investigations**

- (a) A series of **Claims** arising out of the same **Wrongful Act**, **Company Wrongful Act**, or

**Professional Liability Wrongful Act**, a related series of **Wrongful Acts**, **Company Wrongful Acts** or **Professional Liability Wrongful Act** attributable to one original occurrence or circumstance will be deemed to constitute a single **Claim** for the purposes of the insurance provided by this Section. Such **Claims** will be deemed to have been first made when the earliest such **Claim** was first made

- (b) A series of **Investigations** attributable to one original source or cause will be deemed to constitute a single **Investigation** for the purposes of the insurance provided by this Section. Such **Investigation** will be deemed to have been first made when **You** are first required to attend any such **Investigation**.

(h) **Other Insurances**

Unless otherwise excluded, if any **Claim** under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other insurance or security, **Our** liability shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other security had this Section not been effected.

# Professional Liability

## 15.1 Cover

- (a) **We** will cover **You** in respect of any **Claim** including other **Costs and Expenses** associated with such **Claim** arising out of the conduct of **Your Activities** on or after the **Retroactive Date** stated in the **Schedule**, first made against **You** during the **Period of Insurance** and notified to **Us** during the **Period of Insurance** in accordance with clause 15.5 **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) **Damage to Documents** subject to a limit of £100,000.
- (b) **We** will cover **You** for **Costs and Expenses** incurred by **You** in respect of any action taken to mitigate a loss or potential loss or **Claim** that would otherwise be the subject of cover under this policy provided that:
  - (i) **We** give prior written consent to **You** incurring such **Costs and Expenses**; and
  - (ii) **You** prove to **Our** satisfaction that the amount of the **Costs and Expenses** to be incurred are less than any likely award of damages arising from the same potential **Claim** or (as applicable) any potential loss.

## 15.2 Limit of Liability and Excess

- (a) The maximum amount **We** will pay in respect of any one **Claim** or loss and in total for all **Claims**, including **Costs and Expenses**, arising directly or indirectly out of one source or originating cause first made or losses first discovered during the **Period of Insurance** shall not exceed the amount stated in the **Schedule**.

All **Claims** or losses arising from any dishonest or fraud committed by a person acting as one or in collusion with others shall be treated as one **Claim** or loss.
- (b) **We** shall not be liable for the **Excess** or any lesser amount for which a **Claim** or loss may be settled. The amount of the **Excess** is stated in the **Schedule**. The **Excess** does not apply to **Costs and Expenses** or Clause 15.3 - Extensions.

## 15.3 Extensions

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

### (a) Payment for Court Attendance

**We** will compensate **You**, subject to **Our** prior written consent, if **We** require **You** to attend court as a witness in connection with a **Claim** for which **You** are entitled to cover under this Section.

**Our** total liability under this extension shall not exceed:

- (i) £250 per day for each day attendance is required for any of **Your** directors or partners; and

- (ii) £100 per day for each day attendance is required for any **Employee** who is not a director or partner.

(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 £100,000.

#### 15.4 Exclusions

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

- (a) any **Claim** or loss arising directly or indirectly from or caused by any dispute between **You** and any present or former **Employee** or any person who has applied for or been offered employment with **You**.
- (b) any **Claim** or loss arising directly or indirectly from or caused by:
  - (i) any **Bodily Injury** of any **Employee** whilst in the course of their **Employment** with **You**
  - (ii) any other **Bodily Injury** or **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 (other than hand propelled 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 or Contamination**.
  - (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 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 or any territory within its jurisdiction 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 or any territory within its jurisdiction 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 or any territory within its jurisdiction or Canada.
- (u) any **Claim** or loss arising directly or indirectly from or caused by the transmission or receipt of any **Virus or Similar Mechanism** designed to produce unexpected, unauthorised or undesirable effects or operations.
- (v) any **Claim** or loss arising from any **Damage** to **Documents** which are stored on a **Computer System** unless such **Documents** are backed up with the intention that in the event of **Damage** the back up can be used as the basis for restoring the **Documents** to their original status
- (w) any **Claim** or loss arising out of any actual or alleged negligent, act, error or omission in providing or failure to provide medical treatment or services which results in **Bodily Injury**
- (x) any **Claim** or loss arising out of or in connection with any actual or alleged **Abuse**
- (y) any **Claim** or loss arising from or in connection with a partnership, consortia or joint venture of which **You** are a member
- (z) the **Excess** stated in the **Schedule**.

## 15.5 Claims Conditions

If in relation to any **Claim** or loss **You** fail to fulfil or observe the requirements imposed upon **You** by any of these Claims Conditions **You** will lose **Your** right to cover or payment for that **Claim** or loss.

- (a) **You** shall give notice to **Us** as soon as practicably possible if, during the **Period of Insurance** and regardless of any **Excess**, **You**:
  - (i) receive any **Claim**, or
  - (ii) receive any notice of intention to make a **Claim**, or

- (iii) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any of **Your** past or present directors, partners, members or **Employees**, whether giving rise to a **Claim** or not.

In the event that it is not possible to give **Us** such notice before the end of the **Period of Insurance** then **You** must do so no later than 10 days after the end of the **Period of Insurance**.

- (b) If **You** become aware of any circumstance that might give rise to a **Claim** or loss, **You** must give notice to **Us** of such circumstances as soon as practicably possible and before the end of the **Period of Insurance**. Any **Claim** or loss subsequently arising from any circumstance notified to **Us** shall be treated as having been made during the **Period of Insurance** in which the notice of such circumstance was first received by **Us**.
- (c) In the event of a **Claim** or loss or the discovery of a circumstance that might give rise to a **Claim** or loss **You** must not admit liability for or settle any **Claim** or incur any related costs or expenses without **Our** written consent.
- (d) In the event of a **Claim** or loss or the discovery of a circumstance that might give rise to a **Claim** or loss, **We** will be entitled, at **Our** own expense at any time, to take over and conduct in **Your** name (but at **Our** sole discretion) the defence or settlement of any such **Claim** or loss provided always that, if there is any dispute between **You** and **Us** as to whether a **Claim** should be defended, **We** cannot require **You** to continue to defend a **Claim** unless a Queen's Counsel (whose identity is agreed with **Us**) advises that the **Claim** should be defended.

If **We** do take over and conduct the defence or settlement of any such **Claim** or loss **You** shall give **Us** (and any consultants, agents or advisers who may be appointed by **Us**) all such information and assistance as **We** may require and that is in **Your** power to provide.

Without prejudice to the generality of the above, **Your** duty to assist **Us** includes:

- (i) providing all such information, documents (including access to those held in computerised or electronic format), assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (ii) ensuring that all documents and records that might be relevant or otherwise required by **Us** as preserved (and, in the case of documents or records that are computerised or otherwise held electronically, ensuring that they are retained in a readily-retrievable form)
- (iii) allowing **Us** to present the best possible defence of a **Claim** within the time constraints available
- (iv) ensuring ready access to all and any information that **We** may require in the defence of a **Claim** or investigation of a loss
- (v) ensuring the payment, on demand, of the **Excess**, in conjunction with the terms of any settlement agreed by **Us**.

## 15.6 Conditions

- (a) In connection with any **Claim**, **We** may at any time pay **You** the amount of the limit of liability (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such **Claim**) or any lesser amount for which **We** believe that such **Claim** can be settled and thereupon **We** shall relinquish the control of such **Claim** and be under no further liability in connection therewith except for **Costs and Expenses** incurred prior to the date of such payment and for which **We** may be responsible under this Section.
- (b) The limit of liability and the **Excess** apply to all of **You** jointly. If more than one entity is named in the **Schedule**, the total amount **We** will pay will not exceed the amount **We** would be liable to pay to any one of **You**.
- (c) If any payment is made by **Us** to **You** under the terms of this Section, **You** grant to **Us** all rights of recovery that **You** would have had against any parties from whom a recovery may be made and **You** will take all practical steps to preserve and not to prejudice such rights.
- (d) Where a **Claim** or loss involves the dishonest or fraudulent act or omission of **Your** former or present partner, director, member, consultant or **Employee**:
  - (i) **You** shall at **Our** request and expense take all practical steps to obtain reimbursement from such person or from their estates or legal or personal representatives
  - (ii) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from **You** or any monies of such persons held by **You** shall be deducted from any amount payable under this Section
  - (iii) no cover in respect of such **Claim** or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission
  - (iv) nothing herein shall preclude **Us** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.
- (e) **You** shall not be required to contest any legal proceedings unless a senior barrister (to be mutually agreed upon between **You** and **Us**) shall advise that such action has a greater than 50% chance 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

### 17.1 Cover

- (a) **We** will cover **You** in respect of loss of **Money**, up to the limit stated in the **Schedule** against each item, which belongs to **You** or **You** are responsible for in connection with **Your Activities**:
  - (i) Crossed cheques and other non-negotiable instruments;
  - (ii) **Money** in vending or gaming machines on the **Premises**
  - (iii) **Money** in safe on **Premises** overnight;
  - (iv) **Money** out of safe on **Premises** overnight;
  - (v) **Money** in transit or on the **Premises** during **Working Hours**;
  - (vi) **Money** in an **Employee's** home;
  - (vii) **Money** at fundraising events;
  - (viii) **Money** at tin shakes (per person).
- (b) The cost of replacement or repair following accidental **Damage** to any:
  - (i) safe or strongroom;
  - (ii) case, bag or waistcoat used for carrying **Money**,
 following theft or attempted theft of **Money**.
- (c) Accidental **Damage** to **Personal Belongings** owned by **You**, **Your** directors, principals or any **Employee** following theft or attempted theft of **Money** involving violence or threat of violence occurring during the **Period of Insurance**.

The maximum **We** will pay for any one person is £1,000.

### 17.2 Extension

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

#### Fundraising Events

**We** will increase the limit stated in the **Schedule** by 100% for the period two days before to seven days after a fundraising event for the following:

- (a) **Money** not contained in locked safe in private dwelling houses of **Your** principals or authorised **Employees**
- (b) **Money** contained in locked safes outside **Working Hours**
- (c) **Money** on the **Premises** during **Working Hours** not in a bank night safe

- (d) any other loss of **Money**

### 17.3 Exclusions

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

- (a) loss or shortages due to clerical or accounting errors, or omissions, accountancy depreciation, currency fluctuation or indirect loss of any kind;
- (b) loss due to the dishonesty of **You** or **Your** directors, principals or **Employees**:
  - (i) not discovered within seven working days;
  - (ii) where a more specific insurance is in force, except for any amount in excess of that insurance;
- (c) **Damage to Money** from any **Unattended Vehicle**;
- (d) loss or damage outside the **United Kingdom**;
- (e) loss resulting from:
  - (i) **Forgery**;
  - (ii) fraudulent alteration or substitution;
  - (iii) fraudulent use of a computer or electronic transfer;
- (f) loss resulting from use of any form of payment which proves to be:
  - (i) counterfeit;
  - (ii) false;
  - (iii) invalid;
  - (iv) uncollectable;
  - (v) irrecoverable;for any reason;
- (g) loss of **Money** during transit by unregistered post.

### 17.4 Conditions

#### (a) Minimum Security Standards

If in relation to any **Claim** for **Damage** at the **Premises** 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.
- (ii) All locks fitted to final exit doors must be put into effect outside of **Working Hours** or when the **Premises** is left unattended. All other external doors and internal doors leading to common areas or other premises, are secured:
  - (i) by the means set out in 1) in this condition; or
  - (ii) by key operated security bolts fitted top and bottom.
  - (iii) All opening windows or roof lights accessible from the ground or via roofs, pipe work or other structures are secured by key operated locking devices or screwed permanently shut.
- (iii) All protection and security measures which have been advised to **Us**, all well as all other protection and security systems are in force at all times:
  - (a) outside of **Working Hours**
  - (b) when the **Premises** are unattended

**We** shall have no liability under this Section if **You** fail to comply with these provisions, unless **You** can show that non compliance with these provisions could not have increased the risk of the loss which actually incurred in the circumstances in which it occurred.

- (iv) 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) **Money** in transit 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) **Money** is not left unattended.

**Our** liability will not exceed the limit shown under item 3 stated in the **Schedule**.

(c) **Unattended Vehicles**

The **Vehicle** will not be regarded as an **Unattended Vehicle** if **You** have ensured that:

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

(d) **Key Security**

It is a condition precedent to **Our** liability to pay **Claims** for theft or attempted theft of organisation money in excess of £500 from a safe, strongroom or till that such are securely locked and their keys are:

- (i) held in the personal custody of **You** or any director, partner or authorised **Employee**, or
- (ii) locked in a safe, cupboard or drawer the key to which is held in the personal custody of **You** or any director, partner or authorised **Employee**.

Where a safe, strongroom or till is secured by means of a combination lock rather than a key, the combination code must be known only to of **You** or any director, partner or authorised **Employee**.

## Part B – Assault

### 17.5 Cover

**We** will pay compensation to **You** for **Bodily Injury** to an **Insured Person** occurring during the **Period of Insurance** caused by theft or attempted theft, involving violence or threat of violence, which happens in the course of **Your Activities** and directly and independently of any other cause results in any of the following contingencies:

- (a) Death which occurs within 24 months of the event happening;
- (b) **Loss of Sight or Hearing** occurring within 24 months of **Bodily Injury**;
- (c) **Loss of Limbs** occurring within 24 months of **Bodily Injury**;
- (d) any other Permanent Total 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; or
- (f) Temporary Partial Disablement which, within 24 months of **Bodily Injury**, prevents the **Insured Person** from pursuing a substantial part of their normal occupation.

#### 17.6 Conditions

##### (a) Amounts Payable

- (i) **We** will pay for any one contingency:
  - (1) the compensation stated in the **Schedule**;
  - (2) Temporary Total Disablement and Temporary Partial Disablement compensation at four weekly intervals in arrears;
  - (3) compensation under contingencies (e) and (f) for a maximum of 24 months from the date that the disablement started;
- (ii) Temporary Total Disablement and Temporary Partial Disablement compensation being paid for the same contingency will end if **We** pay compensation under any of contingencies (a) – (d) and the amount already paid will be deducted from the total due;
- (iii) insurance will end for the **Insured Person** if **We** pay compensation under any of contingencies (a) – (d).

#### 17.7 Medical Evidence

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

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

If the above is not provided in the format **We** require all payments will be stopped.

#### 17.8 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

#### 20.1 Cover

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**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 and within two years of the **Accidental Bodily Injury**, results in any of the following Contingencies:

- (a) Death;
- (b) **Loss of Sight or Hearing;**
- (c) **Loss of Limbs;**
- (d) any other Permanent Total Disablement which lasts without interruption for more than 12 months from the date of the **Accidental Bodily Injury** and prevents the **Insured Person** from pursuing their normal occupation or profession;
- (e) Temporary Total Disablement which prevents the **Insured Person** from pursuing their normal occupation or profession;
- (f) Temporary Partial Disablement which prevents the **Insured Person** from pursuing a substantial part of their normal occupation or profession.

### 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**.

In the event of an **Insured Person** suffering Permanent Partial 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 operation 30%

Any permanent disability which is not covered by contingencies (a) to (c) 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 contingencies (a) to (c) then a **Claim** for permanent partial disablement cannot also be made.

**We** will not be liable for any amount in excess of the maximum accumulation limit of £5,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each **Insured Person** will be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

When **We** pay compensation under contingencies (e) or (f), **We** will also pay up to 30% of this amount in respect of medical expenses incurred, subject to a maximum of £10,000 in respect of any one **Insured Person**.

## 20.2 Exclusions

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

- (a) the **Insured Person** suffering from any physical defect, infirmity, medical condition or chronic or recurring illness for which the **Insured Person** received medical treatment in the 12 months prior to death or the commencement of the disablement or loss of limbs, eyes, or hearing;
- (b) suicide or attempted suicide;
- (c) deliberate exposure to danger (except in an attempt to save human life);
- (d) the **Insured Person's** committing a criminal act;
- (e) flying or other aerial activities (except while travelling as a passenger but not as a crew member or whilst undertaking any trade or technical operation in or in the aircraft);
- (f) an **Insured Person** practising for or taking part in:
  - (i) mountaineering or rock climbing requiring use of ropes or guides, abseiling, free falling or coasteering
  - (ii) pot-holing, caving or VAE diving;
  - (iii) winter sports, but not curling or ice skating;
  - (iv) any kind of racing (except foot races);
  - (v) motor cycling involving racing, pace making, speed testing, rallies, reliability trails or competition motorcross, travel, enduro, trail or grass track, riding;;
  - (vi) naval, military or air force service or operations;

- (vii) boxing, wrestling or other forms of unarmed or armed combat.
- (viii) rugby or any other type of football (other than amateur Association Football)
- (ix) sailing/yachting outside British Coastal Waters, power boating water ski jumping jet skiing fly boarding, sea canoeing, white water sports
- (x) hunting, hunter trails show jumping or steeple chasing
- (g) the **Insured Person** engaging, training or participating in any sport for financial gain or payment, other than for reimbursement of travel or out of pocket expenses
- (h) 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);
- (i) any consequence resulting from or in connection with any of the following regardless of any other contributory cause or event:
  - (i) **Terrorism**;
  - (ii) any action taken in controlling, preventing, suppressing or in any way relating to **Terrorism**,
  - (iii) except as stated in Special Provision – Terrorism below.

In any action, suit or other proceedings where **We** allege that any consequence resulting from or in connection with (k)(i) and (k)(ii) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit) the burden of proving that any consequence is covered (or is covered beyond that limit) under this Section will be upon **You**.

### 20.3 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 the **Schedule** states the cover basis as Flexible Benefits, the amount payable will be the average weekly gross 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 benefits payable stated in the **Schedule** whichever is the lower.
- (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 Sight or Hearing, Loss of Limbs** or loss of speech which lasts without interruption for more than 12 months from the date of the **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) **Volunteers**

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 Sight or Hearing, Loss of Limbs** or loss of speech which 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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