



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



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The Important Information Section includes details of:

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

## Free Helpline Services

While **Your** policy is in force **You** may use these free helpline services to discuss business problems in the following categories. Access is via **Our United Kingdom** based call centres 24 hours a day, 7 days a week. However, **We** may need to arrange to call **You** back depending on the enquiry. To help **Us** check and improve **Our** service standards, **We** may record all inbound and outbound calls, except those to the counselling service.

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

### Legal Advice Service

**Call 0344 893 0859**

**We** provide confidential legal advice over the phone on any commercial legal problem affecting **Your** organisation, under the laws of **Europe** and the countries of the European Union. Wherever possible the legal advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **You**.

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

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

### Tax Advice Service

**Call 0344 893 0859**

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

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

### Counselling Service

**Call 0344 893 9012**

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

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

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

### Identity Theft Helpline

**Call 0344 848 7071**

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

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

# Online Law Guide and Documents Drafting

## Employment Manual

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

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

## DASbusinesslaw

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

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

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

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

# 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
as detailed on “The Underwriters” section of <b>Your Schedule</b>	Material damage Business all risks Business interruption Book debts Terrorism Employee dishonesty Money and assault Goods in transit Deterioration of stock Employers’ liability Public and products liability Personal accident Charity trustees management liability Professional liability	AXA Insurance UK plc Registered in England and Wales No 78950 Registered office: 20 Gracechurch Street, London EC3V 0BG A member of the AXA Group of companies AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority	100%
as detailed on “The Underwriters” section of <b>Your Schedule</b>	Cyber liability Equipment breakdown	HSB Engineering Insurance Limited, registered in England and Wales: 02396114 and registered as a branch in Ireland: 906020. Authorised by	100%

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)

		the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered address: Chancery Place, 50 Brown Street, Manchester M2 2JT	
as detailed on “The Underwriters” section of <b>Your Schedule</b>	Legal expenses	<p>DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales. Company Number 103274. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.</p> <p>DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL. Registered in England and Wales. Company Number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).</p>	100%

The subscribing Underwriters’ obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

# Important Information

In this Section **We**, **Us** and **Our** means AXA Insurance UK plc, HSB Engineering Insurance Company Limited and DAS Legal Expenses Insurance Company Limited.

## 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

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your** policy that **We** will not provide cover, or pay any claim or provide any benefit under **Your** policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent, subsidiary or any group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

## 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:

Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU.

Email: [insurance.complaints@victorinsurance.co.uk](mailto:insurance.complaints@victorinsurance.co.uk)

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 under Cyber liability or Equipment breakdown please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU.
- (c) Should **You** wish to make a complaint under Legal Expenses, the below (DAS Legal Expenses Insurance Company Limited) process should be followed
- (d) Should **You** wish to make a complaint under all other sections, the below (AXA Insurance UK plc) process should be followed:

#### DAS Legal Expenses Insurance Company Limited

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the following details:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via E-mail: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

If **You** remain dissatisfied the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:-

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

We always aim to give **You** a high quality service. If **You** think we have let **You** down, **You** can contact us by:

- phoning 0344 893 9013
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the Customer Relations Department: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
- completing our online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of our internal complaint-handling procedures are available on request. If **You** are not happy with the complaint outcome or if we've been unable to respond to **Your** complaint within 8 weeks, **You** may

be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

**You** can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect your right to take legal action.

#### AXA Insurance UK plc

Should **You** wish to make a complaint under any cover provided by AXA Insurance UK plc and **Your** complaint relates to a claim on **Your** policy, please contact the department dealing with your claim.

#### **All claims complaints:**

Tel: **01204 815359**

Email: [commercial.complaints@axa-insurance.co.uk](mailto:commercial.complaints@axa-insurance.co.uk)

Alternatively **You** can write to **Us** at

#### **AXA complaints:**

AXA Insurance  
Commercial complaints  
AXA House  
4 Parklands  
Lostock  
Bolton  
BL6 4SD

When **You** make contact please tell **Us** the following information:

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

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

**We** will:

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

### 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>

AXA Insurance UK plc is part of the AXA Group of companies which takes **Your** privacy very seriously. For details of how **We** use the personal information **We** collect from **You** and **Your** rights please view **Our** privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy)

If **You** do not have access to the internet, please contact AXA Insurance and we will send **You** a printed copy.

A copy of the DAS Legal Expenses Insurance Company Limited up to date Privacy Notice can be viewed using the following link:

<https://www.das.co.uk/legal/privacy-statement> For Equipment Breakdown, **You** should visit the relevant insurers' website to read their Privacy Policy to understand how they will use **Your** information. Their details can be found in The Underwriters section of this policy wording.

# 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. (Not applicable to the Charity Trustee Management Liability, Professional Liability, Cyber Liability and Legal Expenses Sections. Please refer to each individual Section for claim notification details).
- 2.6 If **You** need to make a claim under any cover (other than Legal Expenses, Cyber Liability or Equipment Breakdown) please contact AXA Insurance UK plc as follows:

**For Material Damage, Business All Risks, Business Interruption, Book Debts, Terrorism, Employee Dishonesty, Money and Assault, Goods in Transit, Deterioration of Stock and Personal Accident covers**

Tel: 0370 900 0867 – Option 2  
Email: [spclaims.ins@axa-insurance.co.uk](mailto:spclaims.ins@axa-insurance.co.uk)

**For Employers' Liability, Public and Products Liability covers**

Tel: 0345 900 4185 – Option 3  
Email: [liabilityclaims.ins@axa-insurance.co.uk](mailto:liabilityclaims.ins@axa-insurance.co.uk)

**For Professional Liability cover**

Tel: 01204 877556  
Email: [prof.indclaims@axa-insurance.co.uk](mailto:prof.indclaims@axa-insurance.co.uk)

**For Charity Trustees' Management Liability cover**

Tel: 01204 877556  
Email: [MLPclaims.ins@axa-insurance.co.uk](mailto:MLPclaims.ins@axa-insurance.co.uk)

Alternatively, **You** can write to:

AXA Insurance UK plc  
AXA House  
Parklands  
Lostock  
Bolton  
BL6 4SD

- 2.7 If **Your** claim is relating to Cyber Liability or Equipment Breakdown please contact HSB Engineering Insurance Limited:
- (a) Address: Claims Department, HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester M2 2JT
  - (b) Telephone: **0330 100 3432**. Lines are open 24 hours a day, 365 days a year.
  - (c) Email: [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)
- 2.8 If **Your** claim is relating to Legal Expenses please contact DAS Legal Expenses Insurance Company Ltd:
- (a) Telephone: **0344 893 9012** available 24 hours a day, 7 days a week,
  - (b) Alternatively, **You** can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)
- 2.9 Please do not ask for help from a lawyer, accountant or anyone else before **We** have agreed that **You** should do so. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.



# General Definitions

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

- 3.1 **"Abuse"** means wrongful, neglectful or inappropriate behaviour resulting in **Bodily Injury** or harm to any person which may be of a physical, sexual, psychological or emotional nature.
- 3.2 **"Accident / Accidental"** means:
- (a) under the Equipment Breakdown Section:
    - (i) electrical or mechanical **Breakdown** including rupture or bursting caused by centrifugal force
    - (ii) artificially generated electrical current including electric arcing that damages electrical devices appliances or wires
    - (iii) **Explosion** or **Collapse of Covered Equipment** operating under steam or other fluid pressure
    - (iv) **Damage** to hot water boilers other water heating equipment oil or water storage tanks or other **Covered Equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
    - (v) **Damage** caused by operator error that results in the overloading of **Covered Equipment**.
- All **Accidents** that are the result of the same event will be considered one **Accident**.
- (b) under all other Sections, a sudden violent external unforeseen and identifiable event.
- 3.3 **"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.
- 3.4 **"Additional Increased Costs of Working"** means the additional costs and expenses, not including the costs of reconstitution of data, incurred by **You** with **Our** prior consent in order to continue **Your Activities** or minimise **Your** loss of **Income** or loss of **Revenue** during the **Indemnity Period** and not limited to the reduction in **Income** or **Revenue**.
- 3.5 **"Anchor Location"** means a well-known third party business which is responsible, and which **Your Activities** depend upon, for attracting customers to the **Premises**.
- 3.6 **"Annualised Amount Insured"** means the amount insured divided by the **Indemnity Period** multiplied by 12.
- 3.7 **"Appointed Representative"** means the **Preferred Law Firm**, law firm, **Tax Consultancy**, accountant or other suitably qualified person **We** will appoint to act on the **Insured Person's** behalf.
- 3.8 **"Asbestos"** means Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.
- 3.9 **"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**.

3.10 **"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

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

3.12 **"Breakdown"** means:

- (a) under the Deterioration of Stock Section:
  - (i) mechanical or electrical failure of any part of the **Refrigerating Plant** requiring repair or replacement before it can resume working; or
  - (ii) sudden and unforeseen internal explosion causing **Damage to Refrigerating Plant**; or
  - (iii) **Damage** by frost to the condenser, cylinder, compressor and any water jackets if such **Damage** renders the **Refrigerating Plant** inoperative.
- (b) under the Equipment Breakdown Section:
  - (i) the actual breaking, failure, distortion or burning out of any part of the **Covered Equipment** whilst in ordinary use arising from defects in the **Covered Equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
  - (ii) fracturing of any part of the **Covered Equipment** by frost when such fracture renders the **Covered Equipment** inoperative

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

(iv) **Electronic Derangement.**

3.13 "**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.

3.14 "**Business Income**" means:

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

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

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

3.16 "**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.

3.17 “**Claim Costs**” means Costs and expenses

1. of any claimant which **You** become legally liable to pay
2. incurred with **Our** prior written consent, to investigate or defend a claim against **You** including solicitors fees at
  - a. any coroner’s inquest or fatal accident inquiry
  - b. summary court proceedings.

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

3.19 “**Communicable Disease**” means any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent 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 property.

3.20 “**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**.

3.21 “**Computer and Electronic Equipment**” means:

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

(iii) software and programs licensed to **You** and installed on (i)

(iv) **Portable Electronic Equipment**.

3.22 "**Computer Media**" means all forms of electronic, magnetic and optical tapes and discs for use in any **Computer and Electronic Equipment**.

3.23 "**Computer System**" means:

- (a) under the Cyber Section, any **Hardware**, **Data**, computer networks, websites, intranet and extranet sites;
- (b) under all other Sections, computer or other equipment or component or system which processes, stores, transmits or receives **Data**.

3.24 "**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.

3.25 "**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.

3.26 "**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.
- (c) under the Legal Expenses Section:
  - (i) all reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**; and
  - (ii) the costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **Our** agreement.

3.27 "**Countries Covered**" means:

- (a) for Insured Incident 24.2(b) – Legal Defence (excluding (v) – Statutory Notice Appeals and (vii) – Disciplinary Hearings), and Insured Incident 2.4.2(f) – Personal injury, **Europe**, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, San Marino, Serbia and Turkey;
- (b) for all other Insured Incidents the **United Kingdom**.

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

- (a) which is built to operate under vacuum or pressure (other than the weight of its contents); or
- (b) that generates transmits stores or converts energy; or
- (c) which is **Computer and Electronic Equipment**.

Excluding:

- (i) any supporting structure, foundation, masonry, brickwork or cabinet
- (ii) any insulating or refractory material
- (iii) any vehicle, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery crane or equipment which is included but not the actual vehicle)
- (iv) self propelled plant and equipment (other than fork lift trucks and pallet trucks used by **You** at **Your Premises**) dragline excavation or construction equipment
- (v) equipment manufactured by **You** for sale
- (vi) safety or protective devices due to their functioning
- (vii) tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal
- (viii) any electronic equipment (other than **Computer and Electronic Equipment**) used for research, diagnostic, treatment, experimental or other medical or scientific purposes with a new replacement value in excess of £30,000

- (ix) any manufacturing production or process equipment, being any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **You** and any equipment which exclusively serves such machinery or apparatus, including linked **Computer and Electronic Equipment**
- (x) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- (xi) any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **Computer and Electronic Equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is **Your Property** or for which **You** are responsible)
- (xii) any biomass or biogas installation, being any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors
- (xiii) any hydroelectric installation being any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment. hydroelectric installations also include any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

3.29 "**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.

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

3.31 "**Cyber Event**" means:

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

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

3.32 "**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 the Cyber Section, total or partial loss, damage, destruction, breakdown or corruption; and
- (c) under all other Sections, loss or destruction of, or damage to **Property**.

3.33 "**Damages**" means under the Cyber Section only:

- (a) financial compensation **You** have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish **You**) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
- (b) third parties' costs and expenses **You** have to pay as a result of a **Claim** being brought against **You**.

3.34 "**DAS Standard Terms of Appointment**" means the terms and conditions (including the amount **We** will pay to an **Appointed Representative**) that apply to the relevant type of **Claim**, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.

3.35 "**Data**" means:

- (a) under the Cyber Section, facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **Hardware**, but not including software and programs;
- (b) under all other Sections, 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.

3.36 "**Data Privacy Obligations**" means any legal obligations relating to securing, managing and preventing unauthorised access or use of **Data**, and arising under:

- (a) applicable data-protection regulations anywhere in the world associated with the confidentiality of, access to, control of and use of **Personal Data** which are in force at the time **You** discover **You** have failed to keep to **Your Data** privacy obligations;
- (b) guidance from the Information Commissioner's Office or similar organisations worldwide;
- (c) the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit-card and debit-card information;
- (d) privacy statements and confidentiality agreements.

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



3.38 "**Date of Occurrence**" means:

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

3.39 "**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

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

3.40 "**Defined Peril**" means:

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

3.41 "**Denial of Service Attack**" means:

- (a) under the Cyber Section, the availability of the **Computer System**;
- (b) 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**.

3.42 "**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.

3.43 "**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**.

3.44 "**Discovery / Discovered**" means when **Your** director, trustee, governor, officer, department director, senior manager or equivalent (who is not **In Collusion** with a dishonest **Employee**) first becomes aware of any act, event or matter which would cause a reasonable person to believe that a crime had occurred which could give rise to a loss under this Section regardless of whether the exact amount or circumstances of the loss have been established.

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

3.45 "**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**.

3.46 "**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.

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

Electronic Derangement does not include:

- (a) the rebooting, reloading or updating of software or firmware;
- (b) the incompatibility of **Covered Equipment** with any software or equipment installed, introduced or networked within the previous 30 days; or
- (c) the **Covered Equipment** being of insufficient size, specification or capacity.

3.48 "**Electronic Instructions**" means instructions issued from a terminal or computer on **Your Premises** to a bank or financial institution at which **You** hold an account directing them to make a payment for a fixed amount from **Your** account to the account of a third party.

3.49 "**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 Employee Dishonesty Section, any person:
  - (i) who is a member of **Your** board of governors or trustees or equivalent management board;
  - (ii) under a full time, part time or temporary contract of service or apprenticeship with **You** in connection with **Your Activities** and whom **You** remunerate by salary, wages or commissions and have the right to govern and direct in the performance of such service.
  - (iii) while working under **Your** control in connection with **Your Activities** who is:
    - (1) under a work experience or training scheme;
    - (2) working exclusively for **You** and for no other party under a contract for services as a consultant having previously been employed by **You**;

- (3) supplied to **You** by any agency furnishing temporary personnel on a temporary or contingent basis;
  - (4) a volunteer directly engaged by **You**; or
  - (iv) included in (i), (ii) or (iii) above for a period not exceeding 30 days immediately following the termination of such person's services.
- (c) under the 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**.
- (d) under the Cyber Section, any:
- (i) person employed, borrowed or hired by **You**, including apprentices;
  - (ii) labour master or labour-only subcontractor (or a person supplied by any of them);
  - (iii) self-employed person;
  - (iv) person taking part in any government or otherwise authorised work experience, training, study, exchange or similar scheme;
  - (v) person doing voluntary work for **You**; or
  - (vi) person supplied to **You** under a contract or agreement which states that they are in **Your** employment
- when they are working for **You** in connection with **Your Activities**, but not including **Your Directors and Officers**.
- (e) 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**.

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

3.51 "**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.

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

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

3.54 "**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.

- 3.55 "**Explosion**" means the sudden and violent rending of **Covered Equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **Covered Equipment** together with forcible ejection of the contents.
- 3.56 "**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**.
- 3.57 "**Facsimile Instructions**" means instructions sent from a facsimile or other machine which scans a document, sends it electronically over a telephone or other telecommunications network so that a facsimile can be printed on receipt, to a bank or a financial institution at which **You** hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from **Your** account to the account of a third party.
- 3.58 "**Failure**" means any partial or complete reduction in the:
- (a) performance; or
  - (b) availability; or
  - (c) functionality; or
  - (d) the ability to recognise or process any date or time, of any:
    - (i) **Computer and Electronic Equipment**;
    - (ii) electronic means of communication;
- (b) web site.
- 3.59 "**Flood**" means the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.
- 3.60 "**Forgery / Forged**" means the signing of the name of one person by another person with the intent to deceive but not:
- (a) the signing of a person's name signed by that person with or without authority in any capacity for any purpose; or
  - (b) genuinely signed instruments which are false as to contents.
- 3.61 "**Hacking**" means:
- (a) under the Cyber Section, unauthorised or malicious access to any **Computer System** by electronic means; or

- (b) under all other Sections, unauthorised access to any computer **Computer System** whether owned by **You** or not.

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

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

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

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

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

3.66 "**In Transit**" means:

- (a) being loaded on or into a **Vehicle**;
- (b) being carried by a **Vehicle**;
- (c) contained in or on a **Vehicle** whilst parked or stationary during transit for a period not exceeding 24 consecutive hours; and
- (d) being unloaded off or from a **Vehicle** but not including positioning, installation, commissioning or erection subsequent to unloading.

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

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

3.69 "**Indemnity Period**" means:

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

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

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

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



3.71 "**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.

3.72 "**Insured Person**" means:

- (a) Under the Personal Accident Section, **You** or **Your** directors, partners, **Employees** or any volunteers directly engaged by **You**;
- (b) under the Legal Expenses Section, **You** and **Your** directors, partners, managers, **Employees** and any other individuals declared to **Us** by **You**; and
- (c) under all other Sections, **You** or **Your** directors, partners or **Employees**.

3.73 "**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**.

3.74 "**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.

3.75 "**Landslip**" means downward movement of sloping ground.

3.76 "**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.

3.77 "**Licence**" means:

- (a) a licence granted under the Licensing Act 2003 or any subsequent legislation in respect of the **Premises** for the sale of excisable liquor, or
- (b) a registration certification

as stated on the **Schedule**.

3.78 "**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.

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

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

- (a) forfeiture of a **Licence**
- (b) refusal to renew a **Licence** by the licensing authority,

due to reasons beyond **Your** control.

3.81 "**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 joints (where the fingers join the palm of the hand); or
  - (ii) permanent and total loss of use of an entire hand or arm.

3.82 "**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.

3.83 "**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.

3.84 "**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.

3.85 "**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.

3.86 "**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.

3.87 "**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**.

3.88 "**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.

3.89 "**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**.

3.90 "**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.

3.91 "**Payment Recipient**" means an individual, company or organisation who is engaged by **You** to provide goods or services to **You** and in return receives payment from **You**.

3.92 "**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.

3.93 "**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.

3.94 "**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**.

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

3.96 "**Phishing**" means any access or attempted access to **Data** made by means of misrepresentation or deception.

3.97 "**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.

3.98 "**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**.

3.99 "**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**.

3.100 "**Portable Computer Equipment**" means:

(a) under the Business All Risk Section, personal computers, small micro-computers and similar equipment used for processing, communicating and storing electronic **Data**, and which are designed to be carried by hand; and

- (b) under the Equipment Breakdown Section:
- (i) laptops palmtops and notebooks;
  - (ii) personal digital assistants (PDAs);
  - (iii) projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other **Portable Computer Equipment**;
  - (iv) removable satellite navigation systems;
  - (v) digital cameras; and
  - (vi) smartphones.

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

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

3.103 "**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.

3.104 "**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.

3.105 "**Property**" means tangible property.

3.106 "**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.

3.107 "**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**.

3.108 "**Reasonable Prospects**" means:

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

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

3.110 "**Reinstatement of Data Costs**" means the cost of reinstating **Data** if such **Data** was damaged, destroyed, erased or stolen excluding costs arising:

- (a) as a result of the reconstitution of **Data** recorded on magnetic or optical media if there are no analysis files specifications or backups of **Data**; or
- (b) as a result of the reconstitution of **Data** if illegal copies of programs are knowingly used by **You** to do so; or
- (c) to render the information usable by replacement processing equipment; or
- (d) to design, update or improve **Data**.

3.111 "**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.

3.112 "**Rent Receivable**" means the **Money** paid or payable to **You** for rent of the **Premises**, including service charges, rendered in the course of **Your Activities** at the **Premises**.

3.113 "**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.

3.114 "**Retroactive Date**" means:

- (a) under the Professional Liability Section, 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 incepted under this policy
- (b) under the Employee Dishonesty Section, the date when cover under this Section was first incepted, or where equivalent cover to that provided under this Section has been continuously maintained in full force and effect prior to the inception of this Section, the date which first applied to such equivalent cover.

3.115 "**Revenue**" means the receipts of **Your Activities** from all sources.

3.116 "**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.

3.117 "**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**.

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

3.119 "**Service Provider**" means a business that **You** hire under a written contract to perform services on **Your** behalf in connection with **Your Activities**.

3.120 "**Standard Rent Receivable**" means the **Rent Receivable** during that period which is the same length as the **Indemnity Period** and which ends on the same day and month of the year as the **Indemnity Period** ends but ending in the year immediately before the date of the **Insured Damage**.

3.121 "**Standard Revenue**" means the **Revenue** during that period which is the same length as the **Indemnity Period** and which ends on the same day and month of the year as the **Indemnity Period** ends but ending in the year immediately before the date of the **Insured Damage**.

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

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

3.124 "**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**.

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

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

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

For **Property** insured under the Material Damage, or Goods in Transit Sections 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.

3.128 "**Terrorism**" means:

**in England, Scotland and Wales:**

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

**In Northern Ireland:**

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

**In the Channel Islands and the Isle of Man:**

An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

3.129 "**Time Element Loss**" means Business interruption, contingent business interruption or any other consequential losses.

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

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

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

3.133 **"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.

3.134 **"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.

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

3.136 **"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.

3.137 **"Vehicle"** means any motor vehicle, trailer or container which **You** own or operate or for which **You** are responsible.

3.138 **"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).

3.139 **"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 meaning of virus or similar mechanism includes but is not limited to 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.

3.140 **"We/Us/Our"** means the Underwriters as set out in the Section of the policy headed The Contract of Insurance and The Underwriters.

3.141 **"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.

3.142 "**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**.

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

3.144 "**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**.

3.145 "**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.

3.146 "**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

For the purposes of this Section **We**, **Us** and **Our** means AXA Insurance UK plc, HSB Engineering Insurance Company Limited and DAS Legal Expenses Insurance Company Limited.

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 (Not applicable to the Cyber Liability Section)

**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) In England, Scotland, Wales, the Channel Islands and the Isle of Man
- (1) any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (2) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
- (ii) In Northern Ireland
- (1) any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (2) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**
  - (3) riot, civil commotion and (except for **Damage** or interruption to **Your Activities** caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
- If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.
- In any action, lawsuit or other proceedings or where **We** state that any loss, damage, cost or expense is not covered by this section it will be **Your** responsibility to prove that they are covered. This exclusion shall not apply to the Employers' Liability, the Public and Products Liability and the Terrorism covers provided by this policy.
- (c) nationalisation, confiscation, seizure, destruction, requisition or detention by order of any government, municipal, local, customs or public authority.

#### 4.5 Northern Ireland

(Not applicable to the Cyber Liability Section)

**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

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**.

**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.

This exclusion does not apply to the Employers' Liability, Public and Products Liability and Cyber Liability covers.

#### 4.7 **Data Protection**

(Not applicable to Extensions 13.3(d) and 13.3(e) of the Public and Products Liability Section or the Cyber and Legal Expenses Sections)

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 **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.

#### 4.10 **Disease**

(Applicable to the Material Damage, Business All Risks, Business Interruption, Book Debts, Terrorism, Employee Dishonesty, Money and Assault, Goods in Transit and Deterioration of Stock covers)

- (a) Notwithstanding any provision to the contrary within this policy, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- (b) Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property insured and any **Time Element Loss** directly resulting therefrom where such physical damage or **Time Element Loss** is covered by this policy and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **Flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.



# General Conditions

For the purposes of this Section **We**, **Us** and **Our** means AXA Insurance UK plc, HSB Engineering Insurance Company Limited and DAS Legal Expenses Insurance Company Limited.

## 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, Professional Liability, Cyber Liability and Legal Expenses 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) notify **Us** within 14 days of the death of a patron under Automatic Extension 7.8 d) Death or Adverse Publicity of a Patron of the Business Interruption Section;
  - (iv) 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;
  - (v) 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;

- (vi) make no admission of liability or offer, promise or payment without **Our** written consent;
- (vii) 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;
- (viii) take all practical action to minimise any interruption or interference to **Your Activities**; and
- (ix) 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:

- (x) 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.

- (xi) 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**.
- (xii) 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 Duty of Fair Presentation

**You** have a duty to make a fair presentation of the risk which **You** wish to insure. This applies prior to the start of **Your** policy, if any variation is required during the **Period of Insurance** and prior to each renewal. If **You** do not comply with this condition then

- (a) If the failure to make a fair presentation of the risk is deliberate or reckless **We** can elect to make **Your** policy void and keep the premium. This means treating the policy as if had not existed and that **We** will not return **Your** premiums, or
- (b) If the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover had **You** made a fair presentation, then **We** can elect to make **Your** policy void and return **Your** premium or
- (c) If the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation if the risk then **We** can:
  - (i) reduce proportionately any amount paid or payable in respect of a claim under **Your** policy using the following formula. **We** will divide the premium actually charged by the premium which **We** would have charged had **You** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
  - (ii) treat **Your** policy as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
- (d) Where **We** elect to apply one of the above then
  - (i) if **We** elect to make **Your** policy void, this will be from the start of the policy, or the date of variation or from the date of renewal.
  - (ii) **We** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal

- (iii) **We** will treat the policy as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

#### 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)

**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.

# Material Damage

## 6.1 Cover

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

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

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

## 6.2 Basis of Settlement - Reinstatement

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

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

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

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

- (b) The **Property Insured** may be replaced on another site and in a manner suitable to **Your** needs, but this must not increase **Our** liability.
- (c) All work must begin and be carried out within 12 months.
- (d) **We** will not pay under this clause until **You** have incurred the cost of replacing or repairing the **Property Insured**.

## 6.3 Basis of Settlement – Indemnity

The amount payable in respect of **Stock** and materials in trade and/or all other **Property Insured** will be the value at the time of **Damage** or at **Our** option the cost of reinstatement or replacement of the **Property Insured** or any part of it.

However in respect of:

- (a) second-hand **Stock** which is purchased by **You**, cover will be based on the purchase price or the market value whichever is the lower. If in relation to any **Claim You** have failed to comply with the following, **You** will lose **Your** right to cover under this Section. **You** must keep a record of the second-hand **Stock** purchase price, together with invoices and receipts.

- (b) second-hand **Stock** which has been donated to **You**, cover will be based on the cost to replace **Stock** at the time of **Damage** with material of like kind and quality less allowance for physical deterioration, physical depreciation, obsolescence or depletion, and calculated by using books, records and documents **We** require to assess **Your Claim** unless the Clause 6.2 – Basis of Settlement – Reinstatement or any other alternate basis of settlement is stated to apply.

No payment shall be made in respect of **Damage** to donated goods under the Material Damage Section if **We** have accepted a **Claim** under the Business Interruption Section.

#### 6.4 Additional Peril - Subsidence

This Section extends to include the following additional event unless excluded by endorsement in the **Schedule**.

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

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

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

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

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

#### 6.5 Extensions

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

- (a) **Automatic Reinstatement of Sum Insured**

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

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

The amount reinstated will not exceed the sums insured and limits stated in the **Schedule**.

(b) **Bequeathed Property**

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

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

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

**You** must:

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

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

- (a) if the bequeathed **Property** is more specifically insured;
- (b) in respect of:
  - (i) vehicles licensed for road use including accessories on or attached to the vehicle,
  - (ii) caravans or trailers,
  - (iii) watercraft or aircraft,
  - (iv) livestock,
  - (v) growing crops or trees,unless specifically agreed in writing by **Us**; or
- (c) in respect of items more specifically excluded under the General Exclusions.

(c) **Capital Additions**

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

- (i) newly built and/or newly acquired **Buildings** and/or machinery,

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

situated anywhere in the **United Kingdom**.

The maximum **We** will pay in respect of any one location, under this extension is 10% of the total **Buildings and Machinery, Plant and All Other Contents** Sum Insured by this Section, or £1,000,000, whichever is lower.

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

(d) **Change in Temperature**

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

(e) **Computer Systems Records**

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

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

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

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

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

(g) **Contract Sale Price**

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

(h) **Contractor's Interest**

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



(i) **Contract Works**

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

The **Excess** under this extension is £500.

(j) **Customers' Goods**

The **Stock** and materials in trade item stated in the **Schedule** extends to include:

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

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

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

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

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

- (1) the additional cost as detailed in the European Union and Public Authorities extension of this Section to comply with:
    - (a) European Union legislation;
    - (b) Act of Parliament;
    - (c) By-laws of any Public Authority;
  - (2) professional fees;
  - (3) debris removal costs.
- (ii) **You** must notify **Us** of the Declared Value at the start of each **Period of Insurance**.

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

- (iii) **We** will not pay under this extension until **You** have incurred the cost of replacing or repairing the **Property**.
- (iv) The maximum **We** will pay in respect of the **Premises** based on this extension is as stated in the **Schedule**.

(l) **Debris Removal**

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

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

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

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

(m) **Drains**

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

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

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

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

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

- (i) European Union legislation
- (ii) Act of Parliament
- (iii) By-laws of any Public Authority.

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

- (1) costs incurred:
  - (a) in respect of **Damage** not insured by this Section
  - (b) where notice was served on **You** before the **Damage** occurred
  - (c) where an existing requirement must be completed within a stipulated period

- (d) in respect of **Property** or parts of the **Property** other than the foundations (unless foundations are specifically excluded) which have not suffered **Damage**
- (2) any amount for undamaged parts will not exceed 15% of the amount that would have been payable if the **Property Insured** had been totally destroyed
- (3) any charge or assessment arising from capital appreciation following compliance with any legislation or By-law.

The reinstatement of the **Property Insured**:

- (a) must begin and be carried out within 12 months;
- (b) may be carried out on another site and in a manner suitable to **Your** needs but this must not increase **Our** liability.

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

(o) **Exhibitions**

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

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

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

- (i) an **Unattended Vehicle**;
- (ii) from any display or stand that has been left unattended by **You** or any director, partner, officer or authorised **Employee** during exhibition hours; or
- (iii) from a building outside exhibition hours that does not involve entry to or exit from the buildings by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **You** or any director, partner, officer, **Employee** or any person lawfully in the building.

Cover under this extension is subject to condition 6.7(g) Unattended Vehicles.

(p) **Falling Trees**

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

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

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

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

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

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

(r) **Fire Extinguishing Expenses**

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

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

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

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

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

**You** must maintain all equipment in accordance with the manufacturer's instruction.

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

(s) **Further Investigation Costs**

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

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

(t) **Glass**

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

- (i) accidental breakage (including the cost of boarding up) of fixed glass including stained glass at the **Premises**
- (ii) accidental **Damage** at the **Premises** to:
  - (1) contents of display windows;
  - (2) window and door frames,

- (iii) the cost of removing and reinstating obstructions to replace glass,
  - (iv) the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass,
  - (v) breakage of fixed sanitary ware at the **Premises**,
- occurring during the **Period of Insurance**.

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

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

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

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

Provided that:

- (i) **You** notify **Us** of the **Premises** within 30 days and arrange specific cover with **Us** and pay any additional premium due.
- (ii) this insurance will not apply in respect of any cause or cover otherwise excluded from this Section and is limited to all the terms conditions and exclusions of the policy.
- (iii) **Our** liability for all losses or series of losses arising directly from the same originating cause will not exceed 20% of the total sum insured per **Premises** or £1,000,000, whichever is lower, for all losses or series of losses arising directly from the same originating cause.

Extension 6.5 (c) Capital Additions does not apply to this extension.

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

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

- (i) the cost of modifying the **Computer and Electronic Equipment**; or
- (ii) the cost of replacing computer system records and the cost of reinstating programmes or the information on them

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

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

(w) **Index Linking**

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

(x) **Interested Parties**

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

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

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

- (i) Lamps;
- (ii) Signs; and
- (iii) nameplates

at the **Premises**.

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

(z) **Loss of Metered Utilities**

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

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

- (i) any loss not discovered within 180 days; or
- (ii) any **Damage** whilst the **Premises** are **Unoccupied** or disused.

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

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

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

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

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

- (1) £300 in respect of any one **Claim**;
- (2) £1,000 for any one authorised driver or policyholder in any one **Period of Insurance**.

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

Subject to the following **Claims** settlement:

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

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

(bb) **Non-invalidation**

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

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

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

However, **You** must:

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

Under this extension we have the right to amend the premium, terms and conditions or cancel the policy in accordance with clause 1.5 Our Cancellation Rights.

(cc) **Professional Fees**

The sum insured for each item, excluding **Stock** and materials in trade, includes an amount for architects' surveyors' legal and consulting engineers fees incurred in reinstating or repairing the **Property Insured**, following **Damage** insured by this Section.

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

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

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

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

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

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

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

- (1) caused by or happening through:
  - (a) defective or inadequate packing, insulation or labelling;
  - (b) evaporation or ordinary leakage;
  - (c) delay;
  - (d) inadequate documentation; or
  - (e) shortage in weight.
- (2) an **Unattended Vehicle**.
- (3) from any display or stand that has been left unattended by **You** or any director, partner or authorised **Employee** during event hours.



- (4) from a building outside event hours that does not involve entry to or exit from the buildings by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **You** or any director, partner, **Employee** or any person lawfully in the building.

(ee) **Property at Home**

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

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

(ff) **Raffle Prizes and Donations**

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

The maximum **We** will pay is:

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

(gg) **Seasonal Stock Increase**

The sum insured in respect of **Stock** and materials in trade will be increased by 25% for the months of November, December and January and for the 31 days prior to any religious festival observed by **You** or for any other period selected by **You** and agreed by **Us** in writing.

(hh) **Self-contained Offices**

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

The **Excess** under this extension is £500.

(ii) **Services**

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

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

(jj) **Seventy Two Hours Clause**

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

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

(kk) **Subrogation Waiver**

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

- (i) any company whose relationship to **You** is either a parent to subsidiary or subsidiary to parent
- (ii) any company which is a subsidiary of a parent company of which **You** are a subsidiary
- (iii) a tenant or lessee in respect of accidental **Damage** to the part of the **Buildings** they occupy or to the common parts of such **Buildings** unless the **Damage** arises out of a criminal, fraudulent or malicious act of the tenant or lessee

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

(ll) **Temporary Removal**

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

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

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

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

- (1) **Property** removed for sale or exhibition other than in respect of the cover provided under extensions (o) Exhibitions and (dd) Fundraising and Catering Events;
- (2) **Property** kept in storage;
- (3) **Property** held in trust other than computers, electronic equipment, **Machinery, Plant and All Other Contents**; or
- (4) theft or attempted theft from a **Building** unless it involves forcible and, or, violent entry or exit or actual or threatened assault or violence.

(mm) **Theft Damage to Buildings**

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

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

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

- (1) **Damage**:
  - (a) caused to any **Property** other than **Buildings**
  - (b) by theft or attempted theft caused by or in conjunction with **You** or any of **Your** partners, directors, officers, **Trustees** or **Employees** or any member of **Your** family or any other person lawfully at the **Premises**
  - (c) while the **Building** is **Unoccupied** or disused or
  - (d) more specifically insured
- (2) the **Excess** stated in the **Schedule**.

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

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

(oo) **Theft of Keys**

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

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

(pp) **Trace and Access**

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

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

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

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

(qq) **Transfer of Interest**

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

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

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

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

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

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

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

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

(ss) **Underground Services**

Where **We** provide cover in respect of **Your Buildings**, or **You** are liable as tenant, **We** will cover **You** in respect of accidental **Damage** to underground pipes and cables which extend from the **Buildings** to the public mains.

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

- (i) the cost of maintenance;
- (ii) any other exclusions stated in this Section; or
- (iii) the **Excess** stated in the **Schedule**.

(tt) **Workmen**

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

## 6.6 Exclusions

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

- (a) **Damage** caused by or consisting of:

- (i) an existing or hidden defect;
- (ii) **Wear and Tear**;
- (iii) Frost;
- (iv) faulty design or faulty materials used in its construction;
- (v) faulty workmanship, operating error or omission by **You** or any **Employee**;
- (vi) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which **You** own or control; or
- (vii) the bursting of:
  - (1) a boiler;
  - (2) other equipment;

not being used for domestic purposes where the internal pressure is due to steam only and belongs to **You** or is under **Your** control.

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

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

- (i) corrosion, rust or rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects;
- (ii) change in temperature (other than in respect to cover under clause 6.5(d) 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; or
- (v) mechanical or electrical breakdown or derangement of the **Property Insured**.

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

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

(c) **Damage** caused by 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 by **Your Employees** or any partner, director, officer, **Trustee** or member of **Your** family, but **We** will cover subsequent **Damage** which results from a **Defined Peril** covered by this section

- (iv) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error
  - (v) theft or attempted theft unless:
    - (1) involving entry to or exit from the **Buildings** by forcible and violent means
    - (2) involving violence or threat of violence to **You, Your** partners, directors or **Employees**
    - (3) provided for under the theft damage to **Buildings** extension of this Section
  - (vi) theft or attempted theft from any **Unattended Vehicle** unless there is evidence of forcible and violent entry into the **Vehicle**.
- (d) **Damage** to a structure caused by its own collapse or cracking.
- However, **We** will cover **You** in respect of **Damage** not otherwise excluded.
- (e) **Damage** to gates, fences and moveable **Property** in the open by:
- (i) wind;
  - (ii) rain, hail, sleet or snow;
  - (iii) flood; or
  - (iv) dust.
- (f) **Damage** by or resulting from:
- (i) **Property Insured** undergoing any process involving the application of heat; or
  - (ii) **Damage** (other than by fire or explosion) resulting from **Property** undergoing any process of:
    - (1) production and packaging;
    - (2) treatment, testing or commissioning; or
    - (3) servicing or repair.
- (g) **Damage** while any **Building** is **Unoccupied** or disused caused by:
- (i) escape of water or escape of oil from any tank, apparatus or pipe;
  - (ii) malicious persons;
  - (iii) theft or attempted theft.
- However, **We** will cover **You** in respect of such **Damage** if it is caused by fire or explosion and is not otherwise excluded.
- (h) **Damage** in respect of:
- (i) glass not being fixed glass forming part of the structure of the **Buildings**;
  - (ii) china, earthenware, marble or other fragile objects (not including **Stock** and materials in trade).

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

- (i) **Damage** in respect of:
  - (i) vehicles licensed for road use including accessories on or attached to them;
  - (ii) caravans or trailers;
  - (iii) railway locomotives or rolling stock;
  - (iv) watercraft or aircraft;
  - (v) **Property** in the course of construction including materials for use in the construction industry;
  - (vi) land, roads or pavements, piers, jetties, bridges, culverts or excavations unless defined in the definition of **Buildings** if **Buildings** are shown on the **Schedule**;
  - (vii) livestock, animals, birds, fish and any other living thing; or
  - (viii) growing crops or trees.
- (j) **Damage** more specifically insured by **You** or on **Your** behalf.
- (k) any **Damage** resulting from a change in the water table.
- (l) the **Excess** as stated in the **Schedule**.
- (m) loss, destruction or damage by theft or attempted theft caused by or in conjunction with **You** or any of **Your** partners, directors, officers, Trustees or Employees or any member of **Your** family or any other person lawfully at the **Premises**.

## 6.7 Conditions

### (a) Change of Occupancy

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

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

Following notification of **Unoccupancy** or occupancy, **We** will have the right to amend the premium, terms, conditions and exclusions of this policy, or may exercise **Our** right to cancel this policy in accordance with clause 1.5 Our Cancellation Rights.

### (b) Fire Extinguishing Appliances

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

(c) **Minimum Security Standards**

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

**You** must ensure that:

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

All locks fitted to final exit doors must be put into effect outside of **Working Hours** or when the **Premises** is left unattended.
- (ii) All other external doors and internal doors leading to common areas or other premises, are secured:
  - (i) by the means set out in i) 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.
- (iv) 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**; and
  - (b) when the **Premises** are unattended.
- (v) Any security measures stipulated or agreed by **Us** in writing are in active operation.

**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.

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



(d) **Portable Space Heaters**

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

**You** must:

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

(e) **Premises Inspection**

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

**You** must:

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

(f) **Electrical Installation Inspection and Testing**

It is a condition precedent to **Our** liability to pay **Claims** in respect of **Damage** caused by fire that:

- (i) the fixed electrical installation at the **Premises** must be inspected and tested at five yearly intervals by a contractor:
  - 1. enrolled by the National Inspection Council for Electrical Installation Contracting (NICEIC);
  - 2. approved by the Electrical Contractors' Association (ECA);
  - 3. accredited by the National Association of Professional Inspectors and Testers (NAPIT); or
  - 4. a member of Electrical Contractors' Association of Scotland (SELECT)any subsequent replacement body and any defects identified remedied in accordance with the IET Wiring Regulations;
- (ii) all electrical testing reports and certificates must be retained by **You** and made available to **Us** on request.

(g) **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;
- (ii) all manufacturers' security devices have been put into effect;
- (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**

# 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 by **Your Employees** or any partner, director, officer, **Trustee** or member of **Your** family, but **We** will cover subsequent **Damage** which results from a **Defined Peril** covered by this section
- (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.

# Business Interruption

## 8.1 Cover

**We** will cover **You** for **Your** financial losses result a of interruption of or interference with **Your Activities** caused by **Insured Damage** to **Property**:

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

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

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

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

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

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

## 8.2 Basis of Settlement – Loss of Revenue

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

- (a) reduction in **Revenue**; and
- (b) **Increased Costs of Working**.

The amount payable under this clause shall be:

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

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

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

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

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

The insurance by this item is limited to:

- (a) loss of **Rent Receivable**;
- (b) **Increased Costs of Working**; and
- (c) re-letting costs.

The amount payable under this Clause shall be:

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

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

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

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

### 8.4 **Basis of Settlement – Additional Increased Costs of Working**

The insurance by this item is limited to **Additional Increased Costs of Working** as a result of interruption of or interference with **Your Activities** arising from **Insured Damage** occurring during the **Period of Insurance** to **Property** used by **You** in respect of **Your Activities** at the **Premises**.

**Our** liability under this item shall not exceed the sum insured stated on the **Schedule**.



## 8.5 Basis of Settlement –Increased Costs of Working

The insurance by this item provides cover for the increased costs of continuing **Your Activities** during the **Indemnity Period** specified in the **Schedule** over and above the costs that would have been incurred during the same period had no **Damage** occurred. Such increased costs shall include but not limited to for example the cost of moving to and from and the additional rent of temporary premises, additional rates and taxes on such premises and expenses incurred in equipping the said premises to make them suitable for **Your Activities**, additional cost in respect of additional staff and overtime and allowances for meals to existing staff incurred in order to minimise any interruption or interference with **Your Activities** during the **Indemnity Period**.

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

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

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

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

## 8.6 Limit of Liability

- (a) **Our** liability under this section will not exceed:

100% of the total sum insured shown in the **Schedule** for each other item stated in the **Schedule** but not for the cover under (a) and (b) to clause 8.5 Increased Costs of Working.

- (b) For items noted in the **Schedule** as declaration linked.

133⅓% of the sum insured stated in the **Schedule**.

## 8.7 Automatic Extensions

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

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

**We** will cover **You** for any loss insured by this section resulting from interruption of or interference with **Your Activities** where access to, exit from or use of the **Premises** is impaired, prevented or restricted for more than 12 consecutive hours arising directly from

- (i) the compulsory actions taken by the police, competent authority or any other statutory authority in response to an emergency incident occurring at the **Premises** or within a 1mile radius of the **Premises**
- (ii) the unlawful occupation of the **Premises** by third parties

Provided that

- (1) **Our** liability for any one claim and in any one **Period of Insurance** will not exceed the lower of either the maximum indemnity period of 12 weeks or GBP25,000 or 25% of the annual figure on which **Your** sum insured is based irrespective of the number of premises insured or incidents, during which the results of **Your Activities** are affected.
- (2) Clause 8.10 Automatic reinstatement does not apply to this extension
- (3) The requirement that there is in force at the time of **Damage** an insurance policy covering **Your** interest in the **Property** at the **Premises** for the **Damage** does not apply to this extension.

**We** will not cover **You** where access to, exit from or use of the **Premises** is impaired, prevented or restricted as a result of

- a. physical damage to property at the **Premises** or elsewhere
- b. strikes, picketing, labour disturbances or trade disputes
- c. the condition of or **Your Activities** conducted within the **Premises** or any other premises owned or occupied by **You**
- d. murder, suicide, illness, disease or pathogens capable of causing disease or illness or any other hazards to health
- e. actions where **You** have been given prior notice
- f. any advice given or actions taken in controlling, preventing or suppressing the spread of any disease or illness
- g. any change in law or the enactment of new legislation (including statutory regulations).

For the purposes of the cover provided under this extension any references to **Damage** or incident, the basis of settlement provisions, section or general exclusions and conditions shall be read as if they were references to the prevention, impairment or restriction of access.

(b) **Contract Sites**

**We** will cover **You**, in respect of a loss resulting from interruption or interference with **Your Activities** as a direct result of accidental **Damage** occurring during the **Period of Insurance**, whilst at any site within the **United Kingdom** where **You** are carrying out a contract.

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

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

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

- (i) the stock of existing stationery including any printed pamphlets, leaflets or other advertising literature printed and held by **You** for use containing the name of the patron;
- (ii) the artwork and/or redesigning existing stationery or advertising material containing the name of the patron;
- (iii) the name of the patron and any personalised statements contained on any website or any other medium used by **You** to advertise or increase awareness of **Your** organisation;

Following:

- (i) The death of **Your** patron, being an authorised figurehead who is recognised by **You** as a patron and who uses their name to regularly raise awareness, financial contributions or obtain help from the public to benefit **Your Activities**.
- (ii) **Your** patron being:
  - (a) investigated for, accused of committing or charged with any criminal act or offence
  - (b) the subject of any adverse publicity, being harmful damaging and negative information concerning the individual which has been disseminated through television, newspapers, radio and electronic media to attract public notice.

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

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

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

but for no longer than three months after such date.

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

- (1) adverse publicity caused directly as a result of **Your Activities**;
- (2) adverse publicity unless appearing in the following; media, television, newspapers, radio and electronic media;
- (3) the death of **Your** patron where they have suffered from any physical defect, infirmity, medical condition or chronic or reoccurring illness for which they have received medical treatment in the 12 months prior to their death.

The Material Damage proviso does not apply to this extension.

(d) **Denial of Access**

The following definition of Insured Perils highlighted in bold print will have the same meaning wherever it is used in this Denial of Access extension of cover.

**Insured Perils**

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **Flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

**We** will cover **You** for any loss insured by this section resulting from interruption of or interference with **Your Activities** as a result of accidental **Damage** by the **Insured Perils** to property within a 1 mile radius of the **Premises** which prevents or hinders the use of the **Premises** or access to it, regardless of whether the **Premises** is damaged or not

Provided that

- (i) these **Insured Perils** are covered under the Material damage cover of this policy in respect of the **Premises**
- (ii) the insurance provided by this cover shall only apply for the period starting with the prevention of access or hinderance of use and ending after 12 weeks in total in any one **Period of Insurance**, irrespective of the number of incidents or premises insured, during which time the results of **Your Activities** are affected
- (iii) **Our** liability for any one claim and in any one Period of Insurance is the lower of either 25% of the annual sum insured or GBP1,000,000, irrespective of the number of premises insured.
- (iv) Clause 8.10 Automatic Reinstatement does not apply to this extension

**We** will not cover **You** where access to the **Premises** is restricted or hindered as a result of

- (1) any loss, destruction or damage to property from which **You** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services
- (2) any incident involving interference or interruption with **Your Activities** that is less than 12 consecutive hours.

(e) **Failure of public utilities cover (terminal ends)**

The following definition of Insured Perils highlighted in bold print will have the same meaning wherever it is used in this extension for Failure of public utilities cover (terminal ends).

**Insured Perils**

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **Flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

**We** will cover **You** for any loss resulting from interruption or interference with **Your Activities** is caused by the accidental failure of

- (i) the public electricity supply at the 'terminal ends' of **Your** supplier's service feeds to the **Premises** within the **Territorial Limits**
- (iii) the public gas supply at **Your** supplier's meters to the **Premises** within the **Territorial Limits**
- (iv) the public water supply at **Your** supplier's main stop cock serving the **Premises** (other than by drought) within the **Territorial Limits**
- (iv) the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **Premises** within the **Territorial Limits**

where such accidental failure(s) is a direct result of **Damage** caused by an **Insured Peril**.

Provided that after the application of all other terms and conditions of the section, **Our** liability will not exceed the lower of either 25% of the annual sum insured or GBP50,000 in total in any **Period of Insurance** irrespective of the number of premises insured and regardless of the number of suppliers affected during any one **Period of Insurance**.

The insurance provided by this cover in any one **Period of Insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at the **Premises** and ending after 12 weeks in total during which time the results of **Your Activities** are affected regardless of the number of **Your** suppliers affected during the **Period of Insurance** or the number of premises insured.

**We will not cover**

- (1) any failure
  - (a) which does not involve cessation of supply, for at least the franchise period of time of 24 consecutive hours
  - (b) due to an excluded cause
  
- (2) loss resulting from failure caused by
  - (a) the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
  - (b) strikes or any labour or trade disputes
  - (c) solar flare or other atmospheric or weather conditions, but **We** will cover failure due to **Damage** to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where **We** allege that any loss resulting from **Damage** is not covered by this section, it will be **Your** responsibility to prove that they are covered.

Clause 8.10 Automatic Reinstatement does not apply to this extension.

The requirement that there is in force at the time of **Damage** an insurance policy covering **Your** interest in the **Property** at the **Premises** for the **Damage** does not apply to this extension.

(f) **Murder, Suicide and Disease**

**We** will cover **You** for any loss insured by this section during the **Period of Insurance** resulting from interruption of or interference with **Your Activities** conducted by **You** at the **Premises** as a result of

- (1) the occurrence of any of the following specified human infectious or specified human contagious diseases

Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Diphtheria, Dysentery caused by Shigella, Legionellosis, Legionnaires' Disease, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid fever, Bubonic, Septicemic and Pneumonic Plague, Rabies, Rubella, Tetanus, Tuberculosis, Typhoid Fever, Whooping Cough, Yellow Fever

manifested by any person whilst at the **Premises** which directly results in the compulsory closing of the whole or part of the **Premises** by order of a public authority authorised to prevent or restrict access to the **Premises**

- (2) murder or suicide at the **Premises**
- (3) bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **Premises**
- (4) the discovery of vermin or pests in the **Building(s)** at the **Premises** that prevents the use of or part use of **Your Building(s)** by order of a public authority
- (5) the compulsory closing of the whole or part of the **Premises** by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at the **Premises**.

**We** will not cover

- (i) any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;
- (ii) any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond the **Premises**, or by vermin or pests being discovered in a wider geographical area beyond the **Building(s)** at the **Premises**
- (iii) any incident involving interference or interruption with **Your Activities** that is less than 12 consecutive hours.

Any Disease or Coronavirus exclusion shall apply to this Murder, Suicide and Disease extension of cover, except that **Communicable Disease** shall not include the specified human infectious or specified human contagious diseases listed under clause (1) of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause (1) have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The insurance provided by this cover shall not exceed 12 weeks in any one **Period of Insurance** during which time the results of **Your Activities** are affected as a result of the incident, commencing from the date of

- a. the compulsory closing of the whole or part of the **Premises** (in relation to clauses 1 and 5 of this cover)
- b. the discovery of murder or suicide (in relation to clause 2 of this cover)
- c. the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
- d. the order of the public authority (in relation to clause 4 of this cover).

**Our** liability will not exceed the lower of either the maximum indemnity period of 12 weeks or GBP25,000 or 25% of the annual figure on which **Your** sum insured is based in any one **Period of Insurance**, irrespective of the number of premises insured or incidents.

Clause 8.10 Automatic Reinstatement does not apply to this extension.

The requirement that there is in force at the time of **Damage** an insurance policy covering **Your** interest in the **Property** at the **Premises** for the **Damage** does not apply to this extension.

(g) **Exhibition Sites**

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

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

(h) **Loss of Attraction**

Meanings of defined terms.

The following meanings highlighted in bold print will have the same meaning wherever it is used in this Loss of attraction extension.

**Insured perils**

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **Flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

**We** will cover **You** for any loss insured by this section resulting from interruption of or interference with **Your Activities**, for at least the franchise period of time of 12 consecutive hours, resulting from accidental **Damage** by the **Insured Perils** to property within a 1 mile radius of the **Premises** which causes **You** to lose custom whether the **Premises** is damaged or not.

Provided that

- (i) these **Insured Peril(s)** are covered under Material damage cover of **Your** policy in respect of the **Premises**
- (ii) the insurance provided by this cover shall only apply for the period starting with the occurrence of the loss and ending after 12 weeks in total in any one **Period of Insurance**, irrespective of the number of incidents or premises insured, during which time the results of **Your Activities** are affected.

Clause 8.10 Automatic Reinstatement does not apply to this extension.

**Our** liability for any one claim and in any one **Period of Insurance** will not exceed GBP50,000.

(i) **Vehicles**

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

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

(j) **Essential Employees**

**We** will cover **You** for any loss insured by this section resulting from interruption of or interference with **Your Activities** as a result of

- (i) death of an employee except due to illness
- (ii) permanent total disablement arising out of bodily injury except due to illness which in the opinion of an independent medical officer will in all likelihood prevent the employee from carrying out their usual employment or usual occupation for the remainder of their life.
- (iii) **Your Employee** winning a prize on the national lottery, premium bonds or football pools provided that their win exceeds GBP100,000 but excluding losses where **Your Employee**



- a. has been employed by **You** for a period of less than 12 months
- b. has served notice or has been served notice of termination of their employment prior to their win
- c. has been absent from work through sickness, disability or suspension for a period of 4 weeks at the time of their win.

The cover will only apply from the date of the death or permanent total disablement or lottery win, premium bond win or football pools win for **Your Employee** and end a maximum of 12 weeks after this date.

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

The Property Cover Condition to this section does not apply to this extension.

**Our** liability will not exceed the amount of loss resulting from interference or interruption to **Your Activities** for up to a maximum of 12 weeks in any one **Period of Insurance** or £50,000 whichever is the lower.

(k) **Property in Transit**

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

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

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

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

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

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

**We** will cover **You** in respect of loss of potential **Revenue** which would otherwise be earned by **You** as a result of **Damage** to second-hand or donated **Stock** whilst at **Your Premises** based on **Your** sales records and accounts for the same 12 month period.

The maximum **We** will pay by this extension will not exceed £10,000 or the Sum Insured stated on the **Schedule** for **Stock** and materials in trade under the Material Damage Section, whichever is lower.

(m) **Stored Property**

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

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

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

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

(n) **Customers**

**We** will cover **You** in respect of loss resulting from interruption or interference with **Your Activities** as a result of accidental **Damage** to any of **Your** customers' premises within **Europe** and Iceland.

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

The Material Damage proviso does not apply to this extension.

(o) **Suppliers**

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

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

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

(p) **Auditors and Professional Accountants**

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

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

The maximum **We** will pay for any **Claim**, including auditors and professional accountants charges, is the £25,000.

## 8.8 **Optional Extension**

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

### **Loss of Licence**

For the purposes of this extension **Indemnity Period** means:

The period during which **Your Activities** are affected starting on the date of the **Loss of Licence** and ending not later than 12 weeks thereafter in total in any one **Period of Insurance** irrespective of the number of **Premises** insured, during which time **Your Activities** are affected as a result of the **Loss of Licence**. Provided that if the **Premises** are disposed of within 12 weeks after the **Loss of Licence** the **Indemnity Period** shall terminate either

1. upon disposal

2. 12 weeks from the Loss of Licence

whichever is earlier.

**We** will pay the reduction in the value of the **Premises** during the **Indemnity Period**, **Your** interest in:

- (a) the **Premises**, or
- (b) **Your** organisation,

following **Your Loss of Licence**.

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

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

- (i) **You** are entitled to obtain payment of compensation under any legislation or Bye-law in respect of the refusal to renew the **Licence**.
- (ii) the **Loss of Licence** arises out of:
  - (1) any town planning improvement or redevelopment;
  - (2) a change in law;
  - (3) compulsory purchase or surrender;
  - (4) a reduction or redistribution of Licences;
  - (5) the **Premises** being in a poor state of sanitary condition or repair;
  - (6) wholly or partly by or through the misconduct, procurement, connivance, negligence or omission by **You** or by any omission by **You** to take any necessary step necessary to keep the licence in force;
  - (7) any direction or requirement of the licencing or other authority is not complied with; or
  - (8) the **Premises** are required for any public purpose.

### Special Condition

- (1) **You** must notify **Us** as soon as practicably possible and supply any additional information and give assistance as **We** may require if **You** become aware of any:
  - (a) complaint against **Your Activities** and/or the **Premises**;
  - (b) proceedings against or conviction of **Your Licence** holder manager tenant or occupier and/or the **Premises** for any breach of any relevant licencing law or regulation or any other matter where the character or reputation of the person concerned is affected or called into question with respect to their honesty moral standing or sobriety;
  - (c) change in **Your** tenancy or management and/or the **Premises**;

- (d) transfer or proposed transfer of the **Licence**;
  - (e) alteration in the purpose for which the **Premises** is used;
  - (f) objection to renewal or other circumstances which may endanger the **Licence** or its renewal.
- (2) In the event of death bankruptcy or incapacity or desertion of the **Premises** or conviction for any offence (where the conviction affects the character or reputation of the convicted person with respect to their honesty moral standing or sobriety) of the **Licence** holder tenant manager or occupier **You** will where practicable and at **Our** request procure a suitable person to replace them and one to whom the **Licence** will be transferred or a new **Licence** will be granted by way of renewal.
- (3) In the event of the **Licence** being forfeited or refused renewal **You** must:
- (a) give notice in writing to **Us** within 48 hours of receiving knowledge of the event stating the grounds upon which the **Licence** was forfeited or refused renewal;
  - (b) give all assistance as **We** may require for the purpose of an appeal against the forfeiture or refusal to renew and allow **Our** solicitors and **Us** full discretion in the conduct of the proceedings;
  - (c) apply if practicable and if required by **Us** for the grant of the new **Licence** for the same or alternative premises as may enable **You** to continue **Your Activities** in a similar or alternative form;
  - (d) provide a statement of **Your** loss if any together with any documents, statements and accounts as may be required by **Us** to verify the same and give **Us** free access to the **Premises** and **Your** books and accounts as may be necessary for ascertaining the value of any loss.

## 8.9 Conditions

### (a) Payments on Account

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

## 8.10 Automatic Reinstatement

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

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

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

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

## 9.1 Claim Preparation Costs

**We** will cover **You** in respect of charges payable by **You** to **Your** accountant, auditor or other professional consultant (other than **Your** insurance adviser) for costs and expenses incurred by **You**, in preparing any details required by **Us** in respect of **Your Claim** providing:

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

limited to the terms and conditions specified under condition 5.2 Claims Procedures.

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

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

## 9.2 Loss Reduction Expenses and Temporary Repairs

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

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

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

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

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

# Book Debts

## 10.1 Cover

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

## 10.2 Basis of Settlement

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

**We** will pay:

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

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

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

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

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

## 10.3 Extensions

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

### (a) Automatic Reinstatement

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

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

### (b) Temporary Removal

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

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

#### 10.4 Exclusions

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

- (a) loss resulting from distortion, erasure or corruption of information on **Computer Media** or other records due to:
  - (i) the presence of magnetic flux unless such flux results from lightning;
  - (ii) whilst mounted in or any machine or data processing apparatus unless caused by **Damage** to the machine or apparatus;
  - (iii) due to defects in such records.
- (b) loss resulting from records being mislaid or misfiled.
- (c) loss resulting from deliberate falsification or business records.

# Terrorism

The **Schedule** will show if this section is covered.

## 11.1 Definitions

“**Business interruption**” means loss resulting from interruption of or interference with **Your Activities** carried on by **You** at the **Premises** as a result of **Damage** to property used by **You** at the **Premises** for the purpose of **Your Activities**.

“**Computer systems**” means computer or other equipment or component or system or item which processes, stores, transmits or receives **Data**.

“**Damage**” means accidental loss, destruction or damage.

“**Data**” means any data of any sort whatsoever, 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 whatsoever.

**Denial of service attack** means 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**.

“**Hacking**” means unauthorised access to any **Computer System** whether **Your** property or not.

“**Phishing**” means any access or attempted access to **Data** made by means of misrepresentation or deception.

“**Premises**” means the premises shown in the **Schedule**.

“**Terrorism**” means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty’s Government in the United Kingdom or any other government de jure or de facto.

## 11.2 Cover

The cover provided by the Material Damage, Business All Risks, Business Interruption, Book Debts and Money and Assault covers under this policy is extended to include **Damage** to the property insured or **Business Interruption** where covered caused by happening through or as a result of **Terrorism**.

Where the Material Damage and Goods in Transit covers are shown as being insured on **Your Schedule**, the **Terrorism** cover is extended to include **Damage** to property insured under the Goods in transit cover for losses caused by **Terrorism**.

All losses arising within 72 hours caused by **Terrorism** during the **Period of Insurance** will be treated as one loss and **You** can decide when the 72 hour period starts as covered by this section, provided that all **Damage** occurs within the **Period of Insurance** and that no two periods overlap.

## 11.3 Exclusions



### Electronic risks exclusion

**We** will not cover any losses directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **Computer Systems**
2. any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack**.

But this exclusion will not apply where the loss

- A. results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer Systems**;  
and
- B. comprises
  - a. the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of property insured by **You** and/or
  - b. **Business Interruption** suffered directly by **You** as a direct result of either **Damage** or destruction to property used by **You** at a location covered by this policy or as a direct result of denial, prevention or hindrance of access to a location where property used by **You** is covered by this policy as a result of **Damage** caused by **Terrorism** to property which is within one mile of the location.

However, under A. and B. above **We** will not cover **You** for any losses caused by **Terrorism** where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

Subject only to the proviso set out in C. below, the following property is specifically excluded from the cover provided under A. and B. above

- (i) money, currency, electronic cryptographic or virtual currency, including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatsoever

and

- (ii) **Data**

- C. However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **Data** because the occurrence of a peril or perils detailed under A. above results from any alteration, modification, distortion, erasure or corruption of **Data** then notwithstanding (ii) above, such loss shall nonetheless be covered.

### Excluded property exclusion

**We** will not cover **You** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

1. property located outside England, Wales and Scotland and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
2. nuclear installation or nuclear reactor
3. property which is specifically excluded elsewhere in this policy.

#### **Motor exclusion**

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

1. any property covered by a motor policy other than a motor trade policy
2. property covered under a road risks section of a motor trade policy.

#### **Other insurances exclusion**

**We** will not cover **You** for any property which is insured by or would, but for the existence of this section, be insured by any form of transit, aviation or marine policy.

#### **War risks exclusion**

**We** will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### **11.4 Conditions**

These conditions of cover apply only to this section.

**You** must comply with the following conditions to have the full protection of **Your** policy.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### **Limitation of liability condition**

**Our** liability for all losses from any one event and in total in any one **Period of Insurance** will not exceed

1. the total sums insured, or
2. for each item its individual sum insured, or
3. any other limit of liability

whichever is the less as shown within the Material Damage, Business All Risks, Business Interruption, Book Debts, Money and Assault or Goods in Transit covers in the policy wording.

#### **Proof of cover condition**

In any action, lawsuit or other proceedings or where **We** state that any loss, damage, costs or expense is not covered by this section it will be **Your** responsibility to prove that they are covered.

# 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 inception, 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**.

(t) **Accidental release of asbestos (Claims made) cover**

**We** will cover the amount of damages which **You** are legally liable to pay in respect of a claim first made against **You** and notified to **Us** during the **Period of Insurance** arising from the accidental and unplanned release of **Asbestos**.

The maximum amount **We** will pay for the total of all damages and **Claim Costs** arising from claims first made against **You** and notified to **Us** during the **Period of Insurance** caused by or arising from **Asbestos** is GBP1,000,000.

**We** will not cover

- (1) claims
  - (a) relating to the fear suffered by any person of the consequences of exposure to **Asbestos**
  - (b) in respect of loss of or damage to material property, obstruction, trespass, nuisance or interference with any right of way, air, light or water unless arising from contamination resulting from the unplanned release of **Asbestos** due to a sudden, identifiable, unintended and unexpected incident which happens at a specific time and place during the **Period of Insurance** in the course of any work, process or other operation
  - (c) to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **Asbestos** in or on premises
    - (i) that **You** have disposed of
    - (ii) owned, leased, let, rented, hired or lent to **You**
    - (iii) for which **You** have any statutory duty to manage **Asbestos**
  - (d) for any incident known to **You** or for which **You** should have been aware before the start of this cover
- (2) the **Excess** of GBP1,000 in respect of loss or damage to property caused by or arising from **Asbestos**.

If during the **Period of Insurance** **You** first become aware of any circumstances that may give rise to a claim under this section and notification is given to **Us** during or within 7 days of the expiry of the **Period of Insurance**, **We** will if a claim is subsequently made against **You** consider such circumstances as having been made during the **Period of Insurance** that **You** first become aware.

The following additional conditions apply to this section.



- (1) If **You** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **Asbestos**, a written risk assessment must be undertaken and controls put in place to prevent the release of **Asbestos**.
- (2) If **You** discover any materials that are known or suspected to be **Asbestos** prior to or in the course of any work, process or other operation, **You** must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established.
- (3) **You** must ensure that any **Asbestos** is investigated, handled, removed, stripped out, demolished, transported and / or disposed of in accordance with Health and Safety regulations in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

If **You** do not comply with these conditions **You** will not be covered and **We** will not make any payment in respect of a claim

#### 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;
- (a) **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);

- (b) recalling or making refunds in respect **Products Supplied**;
- (c) 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;
- (d) 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;
- (e) **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;

- (f) 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) tower 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**;
- (s) claims caused by or arising from:
  - (i) inhalation or ingestion of **Asbestos**
  - (ii) exposure to or fear of the consequences of exposure to **Asbestos**
  - (iii) the presence of **Asbestos** in any property or on land
  - (iv) investigating, managing, removing, controlling or remediation of **Asbestos**.

Except as otherwise provided by the **Accidental Release of Asbestos (Claims made) Cover** under this section.

(t) **Cyber and data exclusion**

For the purposes of this exclusion the following defined terms shall apply:

**Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or 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.

**Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident**

- (a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**
- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**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 **Computer System**.

**We** will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

- (i) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**

- (ii) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **Data**, including any amount pertaining to the value of such **Data**
- (iii) failure of electronic, electromechanical data processing or electronically controlled equipment or **Data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date

This exclusion shall not apply to claims

- (1) for accidental bodily injury
- (2) for accidental **Damage to Property**
- (3) under Extensions Clause 13.3 (d) Data Protection

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act or Cyber Incident**.

### 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 work 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
- (iii) it is not as a consequence of a takeover, merger or winding up
- (iv) 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.
- (l) **Claim, Loss or Investigation** caused by:
  - (i) a **Cyber Act**

- (ii) use of, inability to use, or partial or total unavailability or failure of any computer system provided the computer system is owned or controlled by **You** or on **Your** behalf
- (iii) any failure or interruption of service provided to a **You** or any part acting on **Your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware or software owned by **You**
- (iv) by any utility provider, but only where such failure or interruption of service impacts a computer system owned or controlled by **You** or any party acting on **Your** behalf

For the purposes of this exclusion only cyber act shall mean:

Any malicious attempt or attempts to damage, disrupt or gain access to computer systems networks or devices by cyber means including an incident in which data, computer systems or networks are accessed or affected in a non-authorized way.

## 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 **Your** 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**
  - (aa) any **Claim** or loss arising from or in connection with a partnership, consortia or joint venture of which **You** are a member
  - (bb) the **Excess** stated in the **Schedule**
  - (cc)
    - (a) any claim, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount
      - (i) directly caused by, directly resulting from or directly arising out of
        - (1) a **Cyber Act**
        - (2) any partial or total unavailability or failure of any **Computer System** where the **Computer System** is owned or controlled by **You** or any party acting on **Your** behalf, or

- (ii) directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of the receipt or transmission of malware, malicious code or a **Virus or Similar Mechanism** by **You** or any party acting on **Your** behalf.
- (b) any claim, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided
  - (iii) to **You** or any party acting on **Your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by **You**
  - (iv) by any utility provider, but only where such failure or interruption of service impacts a **Computer System** owned or controlled by **You** or any party acting on **Your** behalf.
- (c) any claim, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by **You** or any party acting on **Your** behalf.
- (d) the costs of reconstituting or recovering lost, inaccessible or damaged **Documents** owned or controlled by **You** or any party acting on **Your** behalf will not apply to **Data**

Other than as stated within this exclusion or by other restrictions in **Your** policy specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided by **Your** policy will be restricted solely due to the use of, or inability to use, a **Computer System**

For the purposes of this exclusion the following defined terms shall apply:

#### **Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or 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

#### **Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **Computer System**

#### **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 **Computer System**

#### **Data Protection Law**

Any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time)

#### **Documents**

Any documents or information that are **Your** property or are looked after by or deposited with **You** in the ordinary course of **Your Activities** and for which **You** are responsible. This does not include **Data**, bearer bonds, coupons, stamps, bank or currency notes or negotiable instruments.

## 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.

# Employee Dishonesty

## 16.1 Cover

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

- (a) loss of **Money** and monetary balances held to **Your** credit by a financial institution or other property:
  - (i) belonging to **You**; or
  - (ii) owned by another for which **You** are legally responsible

which **You** sustain solely and directly as a result of any acts of fraud or dishonesty by any of **Your Employees**. Such acts of fraud or dishonesty must:

- (1) occur after the **Retroactive Date**
- (2) be committed with the clear intention of making, and which results in, improper financial benefit
  - (a) to the **Employee**; or
  - (b) to any other person or organisation intended by that **Employee** to receive such benefit

Salaries, commission, fees or other benefits earned or paid in the normal course of **Employment** or service are not improper financial benefits.

- (3) be **Discovered** by **You** during the **Period of Insurance** (or any applicable **Discovery Period**).
- (b) **Investigation Costs** in connection with a loss which is covered by this Section which are incurred with **Our** prior written consent.
- (c) **Reinstatement of Data Costs** in connection with a loss which is covered by this Section which are incurred with **Our** prior written consent.

## 16.2 Basis of Settlement

**We** will not be liable for more than:

- (a) the lesser of:
  - (i) the market value of securities on the business day immediately preceding the day on which the loss is **Discovered**
  - (ii) the cost of replacing the securities.
- (b) the equivalent in **United Kingdom** currency or any other currency calculated at the rate of exchange applicable on the date of settlement. All payments hereunder will be in the currency normally used by **Us** in respect of **Our** business in the **United Kingdom**.
- (c) the cost of labour for the transcription or copying of electronic data, which **You** will provide, in order to reinstate such data.
- (d) in respect of loss of other property the lesser of:
  - (i) the value at the date of the loss

- (ii) the cost of repairing or replacing the property with property of a similar quality and value.

### 16.3 Limit of Liability

#### (a) Our Liability

**Our** maximum liability in respect of all loss or losses caused by any **Employee** or any other person or in which the **Employee** or other person is acting **In Collusion** either resulting from a single act, event or occurrence or any number of acts, events or occurrences irrespective of when they occur and who suffers the loss, including any **Investigation Costs** and **Reinstatement of Data Costs**, is the limit of liability stated in the **Schedule**.

**Our** liability applies in excess of the total amount of the **Excess** applicable to any **Claim**.

**Our** maximum liability in respect of **Investigation Costs**, is 10% (one tenth) of the total payment otherwise agreed under a **Claim** subject to a maximum of £10,000.

#### (b) Non-Accumulation of Liability

If a **Claim** results from acts of fraud or dishonesty committed in more than one **Period of Insurance** the limit of liability does not accumulate. All such acts will form part of a single **Claim** and the most **We** will pay for all acts no matter in which **Period of Insurance** they were committed. The maximum amount payable will be the limit of liability stated in the **Schedule**.

#### Application of the Excess

The **Excess** will apply to each **Claim** under this Section.

Where part of a loss is covered under this Section and part under a policy held by **You** which predates this Section, the **Excess** applicable to the loss under this Section shall be reduced by the excess or deductible actually applied to the loss under such prior policy.

### 16.4 Extensions

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

#### (a) Third Party Computer and Funds Transfer Fraud

**We** will cover **You** in respect of loss sustained by **You** solely and directly as a result of:

- (i) the intentional taking of **Property** other than **Money** and monetary balances held to **Your** credit by a financial institution by fraudulent use of computer hardware, systems, software or program operated by **You**; or
- (ii) **Electronic Instructions, Facsimile Instructions, Telephone Instructions** or **Written Instructions** which purport to have been sent, issued, given or transmitted by **You** but were in fact fraudulently sent, issued, given or transmitted by someone else without **Your** knowledge or consent.

Such loss must:

- (1) occur after the **Retroactive Date**, and
- (2) be **Discovered** by **You** during the **Period of Insurance** (or any applicable **Discovery Period**).



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

- (a) loss caused by any **Employee** alone or in which any **Employee** is acting **In Collusion**.
- (b) loss caused by any contractor or agent or other third party alone or acting **In Collusion** granted access to computer hardware, systems, software or program operated by **You**.
- (c) loss of computer time or use.

#### 16.5 **Cheque Fraud**

**We** will cover **You** in respect of loss **You** sustain solely and directly as a result of any act of **Forgery** or fraudulent alteration of, on or in any **Cheque** made or drawn by **You** against an account **You** hold with a financial institution located within the **United Kingdom** to pay a specified third party or purporting to have been made or drawn as set out above.

Such loss must:

- (i) occur after the **Retroactive Date**, and
- (ii) be **Discovered** by **You** during the **Period of Insurance** (or any applicable **Discovery Period**).

**We** will also cover **You** under this extension for legal fees, costs and expenses incurred by **You** with **Our** written consent in defence of any proceedings brought to enforce payment as a result of **Your** refusal to pay or honour any **Cheque** on the basis that it is **Forged** or fraudulently altered.

**We** will not cover **You** in respect of loss caused by any **Employee** alone or in which any **Employee** is acting **In Collusion**.

#### 16.6 **Discovery Period**

Should **We** decline to offer any terms for renewal of this policy or **You** decide not to renew or extend this policy, then **You** will automatically have a **Discovery Period** during which time **You** may continue to notify **Us** of any **Discovery** of loss, but only in respect of losses caused by an act committed prior to the expiry of the **Period of Insurance** or earlier termination.

The **Discovery Period** provided under this extension shall terminate immediately upon the commencement date of any similar insurance policy obtained by **You** that covers (or but for the existence of this policy would cover) the loss in whole or in part.

#### 16.7 **Fraudulent Incoming Payment Request and Fraudulent Mandate Change Instruction**

**We** will cover **You** in respect of loss sustained by **You** solely and directly as a result of having acted upon:

- (i) a payment request that:
  - (1) is received in the normal course of **Your Activities** and upon which **You** would ordinarily act and rely; and
  - (2) is in electronic, written or printed form, including a facsimile; and
  - (3) purports to have been sent or communicated from one of **Your Payment Recipients**; and
  - (4) directs **You** to make payment for goods or services rendered by the transfer of funds; and

- (5) has been fraudulently issued with the intent to deceive **You**, without the knowledge and consent of such **Payment Recipient**.

which prior to being acted upon has been tested being a method:

- (a) where any inconsistencies are revealed, **You** validate these by contacting an employee at the **Payment Recipient**, who is independent of the individual who has made such request; and
- (b) **You** do not rely on the contact details supplied in such request to seek such validation, but instead use contact details held on file.

(ii) a payment instruction that:

- (1) is received in the normal course of **Your Activities** and upon which **You** would ordinarily act and rely; and
- (2) is in electronic, written or printed form, including a facsimile; and
- (3) purports to have been sent or communicated from one of **Your Payment Recipients**; and
- (4) directs **You** change a direct debit, standing order or bank transfer mandate; and
- (5) has been fraudulently issued with the intent to deceive **You**, without the knowledge and consent of such **Payment Recipient**.

which prior to being acted upon has been tested being a method:

- (a) **You** validate any such instruction by contacting an authorised person at the **Payment Recipient**, who is independent of the individual who has made such instruction; and
- (b) **You** do not rely on the contact details supplied in such instruction to seek such validation, but instead use contact details held on file

Such loss must:

- (1) occur after the **Retroactive Date**, and
- (2) be **Discovered** by **You** during the **Period of Insurance** (or any applicable **Discovery Period**).

The maximum amount **We** will pay in the event of a **Claim** is stated in the **Schedule**.

**We** will not cover **You** in respect of loss caused by any **Employee** alone or in which any **Employee** is acting **In Collusion**.

The **Excess** applicable to each **Claim** under this Extension will be the higher of the **Excess** shown in the **Schedule** or £5,000.

## 16.8 Exclusions

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

- (a) loss caused by any **Employee** or in which any **Employee** is acting **In Collusion**:
- (i) who **You** do not have the right to supervise and direct.
- (ii) subsequent to **Discovery** by **You** of actual or suspected dishonesty by that **Employee**.

- (iii) whose normal place of employment or service is outside the **United Kingdom**.
  - (iv) who **You** are unable to identify by name.
  - (v) who at the time of the loss legally or beneficially controls more than 5% of **Your** share or other capital.
- (b) loss, the proof of which is dependent upon an inventory calculation or a profit and loss calculation alone.
  - (c) loss of a consequential nature including for example loss of potential income interest and dividends and additional expenditure based on incorrect figures and reports.
  - (d) penalties and fines.
  - (e) loss covered by the Money and Assault Section except for any amount in excess of such Section.

## 16.9 Conditions

### (a) Other Parties Having the Benefit of Cover

**You** will be covered under this Section against loss sustained by any **Subsidiary** company, being any company or other entity which **You** own more than 50% of and over which **You** retain management control, but only if it complies with all other terms and conditions of this Section and policy, and

- (i) is listed in the **Schedule**, or
- (ii) **Your** details, provided to enable **Us** to assess the risk, include details in respect of all such **Subsidiary** companies.

The **Employees** of any **Subsidiary** company will be treated as being **Your Employees** and **You** will be responsible for ensuring compliance with all such terms and conditions.

### (b) Section Replaces Previous Cover With Us

If this Section replaces any previous Section, policy or cover, issued by **Us**, the cover given by this Section will be in continuation of and not in addition to the cover given by the previous Section, policy or cover.

### (c) Clarification of You/Your/The Policyholder

Regardless of how **You** are described in the **Schedule** all parties insured under this Section will be treated as a whole, are a single insured and the individual, company, organisation or other entity whose name appears first in the **Schedule** will act for all parties insured under this Section whether they are named in the **Schedule** or not.

### (d) Multiple Insured Parties Involved

**Our** aggregate liability for loss or losses sustained by one or more party insured under this Section will not exceed the amount for which **We** would be liable if all losses had been sustained by one of them.

**We** will not be liable for loss sustained by one or more party insured under this Section to the advantage of any other party insured under this Section.

### (e) Compliance with The References and Control Procedures

**We** will not be liable to pay any **Claim** if **You** have not complied with and operated any one or more of:

- (i) the fraud control procedures carried out by **You** as noted in the **Schedule**; and
- (ii) the background checks noted in the **Schedule** which are undertaken by **You** prior to the engagement of **Employees**;

which is material to any part of that **Claim**.

(f) **Recoveries**

If any amounts are recovered they will be distributed first to cover the costs of recovery then to **You** for the amount of **Your** loss in excess of the limit of liability then to **Us** for the amount paid under the **Claim** and then to **You** for the amount of the **Excess**.

(g) **Claims Procedure**

In the event of a **Claim** under this Section, **You** must make to **Us** for inspection the personnel or human resources file, including any references obtained before or during their employment, of every **Employee** involved or whom **You** accuse of involvement in any loss whether acting alone or acting **In Collusion**.

# Money and Assault

## Part A - Money

### 17.1 Cover

- (a) **We** will cover **You** in respect of loss of **Money**, up to the limit stated in the **Schedule** against each item, which belongs to **You** or **You** are responsible for in connection with **Your Activities**:
- (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.

# Goods in Transit

## 18.1 Cover

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

(a) **Damage**

(i) to **Property Insured** other than **Tools** whilst:

1. in transit in or on any **Vehicle** including:

(a) loading and unloading;

(b) whilst stored during transit for a period of 48 consecutive hours.

2. in transit by a third party road haulier or by rail or post.

The maximum **We** will pay in respect of any one occurrence is the limit of liability as stated in the **Schedule**.

(ii) to **Your** own sheets, ropes, chains, toggles or packing materials while carried on any **Vehicle**.

**We** will replace sheets as new if **You** prove that these were not more than one year old at the time of the **Damage**.

(iii) to **You** or **Your** drivers' personal possessions other than **Money**, watches and jewellery in, or from, any **Vehicle**.

The maximum **We** will pay in respect of any one person for any one occurrence is £500.

(iv) to **Tools** in or from any **Vehicle** whilst stored during transit for a period of 48 consecutive hours.

The maximum **We** will pay in respect of any one occurrence is £500.

(b) **Debris Removal**

Costs and expenses incurred by **You** with **Our** written consent:

(i) in removing debris;

(ii) in site clearance;

(iii) for transhipment and recovery charges following collision, overturning or impact of any **Vehicle** with any object;

(iv) to reduce or prevent **Claims**,

in the **United Kingdom** in connection with **Your Activities**.

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

(c) Terrorism

Where the Terrorism Section is operative **Terrorism**, cover is also provided by this Section. Any payment in respect of **Terrorism** under this Section will be subject to the same exclusions and conditions applicable to that applied under the Terrorism Section.

## 18.2 Basis of Settlement – Reinstatement

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

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

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

- (b) The **Property Insured** may be replaced on another site and in a manner suitable to **Your** needs, but this must not increase **Our** liability;
- (c) All work must begin and be carried out within 12 months;
- (d) **We** will not pay under this clause until **You** have incurred the cost of replacing or repairing the **Property Insured**;

## 18.3 Basis of Settlement – Indemnity

The amount payable in respect of **Stock** and/or all other **Property Insured** will be the value at the time of **Damage** or at **Our** option the cost of reinstatement or replacement of the **Property Insured** or any part of it

However in respect of:

- (a) Second-hand **Stock** which is purchased by **You**, cover will be based on the purchase price or the market value whichever is the lower. If in relation to any **Claim You** have failed to comply with the following, **You** will lose **Your** right to cover under this Section. **You** must keep a record of the second-hand **Stock** purchase price, together with invoices and receipts.
- (b) Second-hand **Stock** which has been donated to **You**, cover will be based on the cost to replace **Stock** at the time of **Damage** with material of like kind and quality less allowance for physical deterioration, physical depreciation, obsolescence or depletion, and calculated by using books, records and documents **We** require to assess **Your Claim** unless the clause 18.2 – Basis of Settlement – Reinstatement or any other alternate basis of settlement is stated to apply.

No payment shall be made in respect of **Damage** to donated goods under the Goods in Transit Section if **We** have accepted a **Claim** under the Business Interruption Section.

#### 18.4 Exclusions

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

- (a) **Damage** caused by:
- (i) defective or inadequate packing, insulation or labelling;
  - (ii) evaporation or spillage;
  - (iii) vermin, insects, **Wear and Tear** or contamination;
  - (iv) an existing or hidden defect;
  - (v) delay;
  - (vi) inadequate documentation;
  - (vii) indirect loss;
  - (viii) mechanical, electrical, electronic, electro magnetic, disturbance in order, arrangement or functioning.

However, **We** will cover **You** if **Damage** is caused by fire, explosion, theft or attempted theft or from collision or overturning vehicle;

- (b) shortage in weight;
- (c) **Damage** caused by deterioration or variation in temperature.

However, **We** will cover **You** if **Damage** is caused as a result of any **Vehicle** being directly involved in a road traffic accident.

- (d) **Damage**:
- (i) occurring outside the **United Kingdom**;
  - (ii) not connected with **Your Activities**.

- (e) **Damage** to:
- (i) audio and visual equipment;
  - (ii) clocks and watches;
  - (iii) computer hardware and software;
  - (iv) explosives;
  - (v) furs and curios;
  - (vi) gold and silver articles;
  - (vii) jewellery and precious stones;

- (viii) living creatures;
- (ix) **Money** and bullion;
- (x) non-ferrous metals;
- (xi) rare books and works of art;
- (xii) tobaccos, cigars and cigarettes;
- (xiii) wines and spirits.

However, **We** will cover **You** in respect of **Damage to Property** if the **Property** is specifically stated as insured in the **Schedule** and the **Damage** is not otherwise excluded.

- (f) **Damage** caused by theft or attempted theft of the **Property Insured** and/or **Tools** or personal possessions from any **Unattended Vehicle**.
- (g) **Property** in transit for hire or reward by **You**;
- (h) the **Excess** as stated in the **Schedule**.
- (i) any loss, destruction or damage by theft or attempted theft caused by or in conjunction with **You** or any of **Your** partners, directors, officers, **Trustees** or **Employees** or any member of **Your** family or any other person lawfully at the **Premises**.

#### 18.5 Conditions

(a) **Automatic Reinstatement**

The limit of liability stated in the **Schedule** will not be reduced by the amount of any **Claim** unless **We** give **You** or **You** give **Us** written notice to the contrary and that **Our** liability will not exceed the sum insured or limit stated in the **Schedule**.

**You** must pay the additional premium needed to reinstate the limit of liability.

(b) **Practical Care**

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

**You** must:

- (i) only appoint competent drivers and take all practical measures to:
  - (1) prevent **Damage**;
  - (2) secure loads properly;
  - (3) maintain any **Vehicle** in accordance with current law;
  - (4) ensure any **Vehicle** is suitable for the purpose for which it is to be used;
- (ii) allow **Us** access to examine any **Vehicle** which **You** operate or the **Premises** from which **You** operate.

(c) **Substitution of Vehicles**

Where **Vehicles** are individually specified in the **Schedule**, **We** will insure, limited to the limit of liability, and any other terms and conditions applicable to the original **Vehicle**, the **Property Insured** whilst in or on any other vehicle:

- (i) temporarily substituted for the specified **Vehicle** whilst the **Vehicle** is out of use for maintenance, repair or official vehicle testing;
- (ii) permanently substituted for the specified **Vehicle** provided that **You** inform **Us** in writing within 21 days of the substitution.

(d) **Unattended Vehicles**

Whenever a **Vehicle** being used for the transport of **Property Insured** is left unattended, it is a condition precedent to liability to pay any **Claim** in respect of **Damage** caused by theft or attempted theft or malicious persons that:

- (i) all doors, windows, sunroofs and other points of access must be securely shut;
- (ii) all doors and other lockable points of access (including the boot) must be securely locked;
- (iii) all manufacturers' security devices have been put into effect;
- (iv) all keys and electronic devices to lock or unlock otherwise secure the **Vehicle** must be removed from the **Vehicle** and be held in the personal custody of the designated driver; and
- (v) any unattached trailers have anti-hitching devices fitted and they are put into effect.

(e) **Overnight Security**

Whenever a **Vehicle** being used for the transport of **Property Insured** is left unattended, it is a condition precedent to liability to pay any **Claim** in respect of **Damage** caused by theft or attempted theft or malicious persons that the **Vehicle** is, between 21:00hrs and 06:00hrs:

- (i) stored in a locked and secure building or a secure compound
- (ii) secured in accordance with 18.5 condition (d) Unattended Vehicles of this Section.

# Deterioration of Stock

## 19.1 Cover

**We** will cover **You** in respect of accidental **Damage** to **Stock** which belong to **You** or are held by **You** in trust or on commission for which **You** are responsible whilst contained in the **Refrigerating Plant** detailed in the **Schedule**; and elsewhere in the **Premises** which, but for the occurrence of an incident covered by this Section, would have been placed in **Your Refrigerating Plant** by deterioration, contamination or putrefaction caused by or arising from:

- (a) rise or fall in temperature as a result of:
  - (i) **Breakdown** or inherent defect in the **Refrigerating Plant**;
  - (ii) non-operation of the thermostatic or automatic controlling devices forming part of the **Refrigerating Plant**;
  - (iii) accidental failure of the supply of electricity;
  - (iv) accidental **Damage** to the **Refrigerating Plant**.
- (b) accidental leakage of refrigerant or refrigerant fumes from the **Refrigerating Plant**.

## 19.2 Exclusions

**We** will not cover:

- (a) loss resulting from:
  - (i) any interruption to the supply of electricity which does not exceed 60 consecutive minutes;
  - (ii) any interruption to the supply of electricity brought about by the deliberate act of any supply authority or by the exercise by any authority of its power to withhold or restrict supply;
  - (iii) **Wear and Tear**, deterioration or gradually developing flaws or defects, partial fractures in the **Refrigerating Plant** or incorrect setting of thermostats and automatic controls;
  - (iv) the **Refrigerating Plant** itself;
  - (v) the failure of flanged, screwed or flat joints of any description.
- (b) the first 10% of each and every loss (minimum £25) in the event of **Damage** involving **Refrigerating Plant** over 10 years old at the time of **Damage**.

## 19.3 Condition

### Maintenance

On any **Refrigeration Plant** over 10 years old, **You** must:

- (a) effect a maintenance contract on any of the **Refrigerating Plant** which does not have hermetically sealed motors and compressors;

- (b) maintain the maintenance contract throughout the currency of this insurance; and
- (c) keep a proper record of all examinations, adjustments and replacements carried out.

In the event of a **Claim** or possible **Claim** under this Section, **We** will not be liable for further **Damage** relating to the defective **Refrigerating Plant** until it has been repaired by a certified refrigeration engineer



# Personal Accident

(The cover shown below is only operative if stated on the **Schedule** under the Personal Accident Section)

## 20.1 Cover

**We** will pay the compensation to **You** or **Your** personal representatives for **Accidental Bodily Injury** to an **Insured Person** during the **Period of Insurance** which, solely, directly and independently of any other cause 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 coastering
  - (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.

# Equipment Breakdown

## 21.1 Cover

**We** will cover **You** for direct physical loss or **Damage** and any specified business interruption from an **Accident** to **Covered Equipment** at the **Premises**.

The maximum **We** will pay under this Section is:

- (a) £500,000 for any one **Accident** to **Computer and Electronic Equipment**
- (b) £5,000 for any one **Accident** to **Portable Computer Equipment**

subject to a maximum of £5,000,000 for any one **Accident**.

This cover will apply only where the Material Damage and Business Interruption Sections of the policy are shown as operative under the **Schedule** for the current **Period of Insurance**.

## 21.2 Basis of Settlement

As described in the Material Damage, and Business Interruption Sections of this policy.

## 21.3 Extensions

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

The following extensions of cover apply to loss or **Damage** caused by or resulting from an **Accident** to **Covered Equipment**.

**Our** liability for the extensions shall be £5,000,000 unless there is a sub limit shown in the extension.

### (a) Away from Premises

**We** shall provide cover for direct physical loss or **Damage** and any specified business interruption from an **Accident** to **Covered Equipment**

- (i) during **Transit** anywhere in the **United Kingdom**
- (ii) whilst temporarily removed from the **Premises** to anywhere within the **United Kingdom**
  - (1) as long as the **Covered Equipment** remains under **Your** control, or
  - (2) if it is removed for the purpose of repair, replacement, restoration, service or modification
- (iii) for **Portable Computer Equipment** at any location or in **Transit** anywhere in the world.

### (b) Hazardous Substances

**We** shall be liable for the additional cost to repair or replace **Covered Equipment** because of contamination by a hazardous substance being any substance other than ammonia that has been declared to be hazardous to health by a governmental agency, including any additional expenses incurred to clean up or dispose of such property.

**Our** liability shall not exceed £10,000 any one **Accident** in respect of such additional costs.

(c) **Reinstatement of Data and Computer Increased Costs of Working**

**We** shall be liable for the following costs incurred in consequence of an **Accident** to or **Electronic Derangement of Computer and Electronic Equipment**, including such loss or **Damage** which occurs at **Your Service Provider's** premises.

(i) **Reinstatement of Data**

Costs incurred in reinstating **Data** lost or damaged.

**Our** liability shall not exceed £50,000 any one **Accident**.

Provided that:

- (1) liability is limited solely to the cost of reinstating **Data** onto **Data Storage Materials**
- (2) **We** shall not be liable for loss of or **Damage** to software.

(ii) **Computer Increased Costs of Working**

Costs incurred in minimising or preventing the resulting interruption or interference to **Your** computer operations.

**Our** liability shall not exceed £50,000 any one **Accident** in respect of such additional costs.

(d) **Business Interruption**

Provided that the Business Interruption Section of this policy is operative **We** shall be liable for financial loss caused by or resulting from an **Accident** to **Covered Equipment**, including such loss or **Damage** which occurs at **Your Service Provider's** premises.

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

**We** shall not be liable under this extension for any loss resulting from Extension 22.3(k) – Damage to Own Surrounding Property.

(e) **Anchor Location**

Provided that the Business Interruption Section of this policy is operative **We** shall be liable for financial loss caused by or resulting from an **Accident** to property at an **Anchor Location**.

Provided that:

- (i) the property at the **Anchor Location** is of a similar type and function to the **Covered Equipment** that is the subject of this Section
- (ii) the **Anchor Location** has been open for business for at least six months prior to the **Accident** and is located within one mile of the **Premises**.

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

(f) **Public Authorities/Law or Ordinance**

If an **Accident** to **Covered Equipment** damages a **Building** that is covered under this policy and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the **Accident** that regulates the construction or repair of **Buildings** or establishes zoning or land use requirements **We** shall be liable for the following additional costs to comply with such ordinance or law:

- (i) **Your** actual expenditures for the cost to demolish and clear the site of undamaged parts.
- (ii) **Your** actual expenditures for increased costs to repair rebuild or construct the **Building**. If the **Building** is repaired or rebuilt it must be intended for similar use or occupancy as the current **Building** unless otherwise required by zoning or land use ordinance or law.

**We** shall not be liable for:

- (1) any fine
- (2) any liability to a third party
- (3) any increase in loss due to a hazardous substance (other than as specifically insured under Extension 22.3(b) – Hazardous Substances)
- (4) increased construction costs until the **Building** is actually repaired or replaced.

This extension is within and does not increase the limit of liability shown in the **Schedule**.

(g) **Public Relations Costs**

In the event of financial loss and with **Our** prior written agreement **We** will pay the cost for the services of a professional public relations firm to assist **You** in creating and disseminating communications to:

- (i) the media
- (ii) the public
- (iii) **Your** customers and clients.

(h) **Expediting Expenses**

With respect to damaged **Covered Equipment** **We** shall be liable for the extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.

**Our** liability shall not exceed £20,000 any one **Accident** under this extension.

(i) **Hire of Substitute Item**

If **Covered Equipment** is damaged as a result of an **Accident** **We** shall be liable for the cost of hire charges actually incurred by **You** during the **Period of Insurance** for the hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

**Our** liability shall not exceed £10,000 any one **Accident** under this extension.

(j) **Storage Tanks and Loss of Contents**

The insurance under this Section extends to include **Damage** caused by an **Accident** to oil storage tanks or water tanks including connected pipework belonging to **You** or for which **You** are responsible at the **Premises**.

In addition this extension covers loss of the contents of oil storage tanks caused by:

- (i) escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **Accident**
- (ii) contamination - contamination of the contents of oil storage tanks caused by or resulting from an **Accident** including cleaning costs incurred as a result of such loss.

**Our** liability shall not exceed £10,000 any one **Accident** under this extension.

(k) **Damage to Own Surrounding Property**

**We** will pay for **Damage to Property** at the **Premises** belonging to **You** or in **Your** custody and control and for which **You** are responsible directly resulting from the **Explosion** or **Collapse** of any **Covered Equipment** operating under steam pressure.

**Our** liability shall not exceed £2,000,000 any one **Accident** under this extension.

(l) **Additional Access Costs**

Provided that the Business Interruption Section of this policy is operative **We** shall be liable under this extension for any additional costs incurred in order to gain access to repair or replace the **Covered Equipment** following an **Accident**.

**Our** liability shall not exceed £20,000 any one **Accident** under this extension.

(m) **Debris Removal**

**We** shall be liable under this extension for costs incurred in the removal of debris and protection of **Covered Equipment** following an **Accident**.

**Our** liability shall not exceed £25,000 any one **Accident** under this extension.

(n) **Repair Costs Investigation**

With **Our** prior written agreement **We** will pay costs relating to repair investigations and tests by consulting engineers for **Damage to Covered Equipment** following an **Accident** for an amount not exceeding £25,000 any one **Accident**.

**We** shall not be liable under this extension for fees incurred in preparing a **Claim**.

(o) **Energy Efficiency Improvements**

With **Our** prior written agreement **We** will pay the additional cost to replace the damaged **Covered Equipment** following an **Accident** with similar equipment that is better for the environment, safer and more efficient than the **Covered Equipment** being replaced.

**Our** liability shall not exceed 25% of the new replacement cost of the damaged **Covered Equipment** or £25,000 whichever is the lower.



## 21.4 Exclusions

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

- (a) loss or **Damage** caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
- (b) for loss or **Damage to Data or Data Storage Materials** of any kind caused by:
  - (i) programming error or programming limitation
  - (ii) computer virus
  - (iii) introduction of malicious code
  - (iv) loss of **Data** (other than as specifically provided for under Extension of 22.3(c)(i) – Reinstatement of Data)
  - (v) loss of access
  - (vi) loss of use
  - (vii) loss of functionality
- (c) for loss or **Damage** caused by:
  - (i) depletion, deterioration, corrosion, erosion, **Wear and Tear** or other gradually developing conditions
  - (ii) any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance

but if loss or **Damage** from an **Accident** results **We** will be liable for that resulting loss or **Damage**

- (d) for loss or **Damage** recoverable under any maintenance agreement or any warranty or guarantee
- (e) for any **Claim**, cost or loss caused by or resulting from **Your** commercial decision to stop trading, or the decision of a **Service Provider** to stop or reduce trade with **You** or restrict services.

## 21.5 Conditions

### (a) Precautions

**You** shall exercise due diligence in:

- (i) complying with any statute or order
- (ii) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking practical precautions to prevent loss or **Damage**.

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

(b) **Back Up Records**

**You** must back up original **Data** at least every 7 days.

If a **Service Provider** processes or stores **Data** for **You**, **You** must make sure that the terms of the contract with the **Service Provider** allows for **Data** to be backed up in line with this condition.

**You** must take precautions to make sure that all **Data** is stored safely.

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

# Cyber Liability

## 22.1 Cover

### (a) Cyber Liability

**We** will pay **Damages** and **Defence Costs** arising from a **Claim** first made against **You** during the **Period of Insurance** and in the course of **Your Activities** as a result of:

- (i) **You** or **Your Service Provider** failing to secure, or prevent unauthorised access to, publication of or use of **Data** (including any interference with any right to privacy or publicity, breach of confidence or **Your Data Privacy Obligations**);
- (ii) **You** unintentionally transmitting, or failing to prevent or restrict the transmission of, a **Virus or Similar Mechanism, Hacking** or **Denial of Service Attack** from **Your Computer System** to a third party; or
- (iii) loss of reputation (including that of a product) or intellectual property rights being infringed (broken, limited or undermined) as a result of:
  - (1) the content of any emails distributed by **Your Computer System**;
  - (2) the content of **Your** website;
  - (3) online promotional marketing material; or
  - (4) other **Data** processed or distributed by **Your Computer System**.

For the purposes of Cover (a) – Cyber Liability, references to **You** also mean any of **Your Employees** or **Directors and Officers**.

### (b) Data-Breach Expense

If during the **Period of Insurance** **You** discover that **You** have failed to keep to **Your Data Privacy Obligations** in the course of **Your Activities**, **We** will pay the following:

- (i) The cost of hiring professional legal and forensic information-technology services to investigate and tell **You** how **You** should respond.
- (ii) The cost of informing affected parties, the data privacy regulator and other relevant third parties or organisations worldwide.
- (iii) The cost of providing the following support services to affected parties as the result of **You** failing to keep to **Your Data Privacy Obligations**.
  - (1) Credit file monitoring, identity theft assistance and helping the affected parties to correct their credit records and take back control of their personal identity.
  - (2) Providing a helpline to respond to enquiries after informing affected parties.

These services will only be provided for 12 months, and only if:

- (a) The **Data Privacy Obligations** **You** have failed to keep to relate to personal data; or

- (b) **You** must provide the relevant service under **Your Data Privacy Obligations**.
  - (iv) Public-relations and crisis-management expenses, if **We** have given **Our** written permission, for communicating with the media, **Your** customers and the public to minimise damage to brands and business operations, and any damage to **Your** reputation.
- (c) **Computer System Damage, Data, Extra Cost and Business Income**

**We** will pay for the following arising as a result of a **Cyber Event You** discover during the **Period of Insurance**:

- (i) the cost of investigating, reconfiguring and rectifying any **Damage to Your Computer System** or the **Computer System** of a **Service Provider**, and restoring and recreating **Data**; and
- (ii) extra costs to prevent or reduce the disruption to the functions carried out by **Your Computer System** during the **Indemnity Period**; and
- (iii) **Your** loss of **Business Income** during the **Indemnity Period**.

The amount of loss of **Business Income We** pay will be based on **Your Business Income** during the 12 months before the **Cyber Event**, as recorded in **Your** accounts. **We** will make adjustments to reflect trends and circumstances which may affect the **Business Income**, or which would have affected the **Business Income** whether or not the **Cyber Event** had happened.

This does not include the value of **Data to You**, even if the **Data** cannot be restored or recreated.

## 22.2 Basis of Settlement

The most **We** will pay for all **Claims We** accept under this Section in total for the **Period of Insurance** is £50,000 plus any extensions shown below, regardless of the number of **Claims** or claimants.

Any **Defence Costs We** pay will be within, not on top of, the sum insured stated in the **Schedule**.

For any and all **Claims** arising for the **Period of Insurance We** may pay the full sum insured that applies.

When **We** have paid the full sum insured, **We** will not pay any further amounts for any **Claims** or for associated **Defence Costs** arising after **We** pay the full sum insured.

## 22.3 Extensions

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

**We** will provide extensions below. For each extension **We** will not pay more than £10,000 in total for the **Period of Insurance**.

### (a) Accountants' Fees

**We** will pay the cost of **You** providing the information **We** need to work out the amount **We** should pay as a result of:

- (i) extra staffing costs; and
- (ii) extra fees charged by **Your** usual auditors or accountants.

### (b) Avoiding Corruption

If **We** have agreed in writing:

- (i) **We** will pay the cost of locating and removing a **Virus or Similar Mechanism** from **Your Computer System** which has not necessarily caused any **Damage** or disruption; and
  - (ii) where a **Virus or Similar Mechanism** or **Hacking** has affected **Your Computer System** during the **Period of Insurance**, **We** will pay the cost of hiring professional consultants to make recommendations on how to prevent **Your Computer System** from being infected by **Virus or Similar Mechanism** or to prevent **Hacking**.
- (c) **Investigation Cost**
- If **We** accept a **Claim** for **Damage** or other loss, and **We** agree in writing, **We** will pay the cost of investigating possible repair, replacement or restoration.
- (d) **Loss-Prevention Measures**
- We** will pay the cost of preventing or minimising actual or expected **Damage** or other loss covered by this Section, as long as:
- (i) **Damage** or other loss would be expected if the measures were not taken;
  - (ii) **We** are satisfied that the **Damage** or other loss has been prevented or minimised by these measures; and
  - (iii) the cost is limited to the cost of **Damage** or other loss which would have been caused.
- The full terms and conditions of this Section apply as if **Damage** or other loss covered by this Section had arisen.
- (e) **Security Audit**
- If the failure to keep to **Data Privacy Obligations** insured by this Section resulted from security weaknesses in **Your Computer System**, **We** will pay the cost of a professional consultant carrying out an audit of **Your Computer System** to assess the security weaknesses and advise **You** on how to make improvements.
- (f) **Temporary and Fast-Track Repair**
- If **We** accept a **Claim** for **Damage** or other loss, **We** will pay the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration.

## 22.4 Exclusions

**We** will not pay for any **Claim**, cost or loss caused by or resulting from the following:

- (a) **Associated Companies or Other Insured Parties**
- any **Claim** brought against **You** by:
- (i) another person named as “Insured” in the **Schedule**;
  - (ii) any of **Your** parent or **Subsidiary** companies; or
  - (iii) any company which **You** are a director, officer, partner or employee of and have a financial interest in.

This exclusion does not apply to **Personal Data** relating to **Employees** or **Directors and Officers** as long as any benefit they receive is no more than any third party would receive.

(b) **Circumstances before Your Policy Started**

- (i) Circumstances which existed before any cover provided by this section started, and which **You** knew about; or
- (ii) **Claims** or circumstances which **You** have already reported, or which **You** should have reported, to a previous insurer before the **Period of Insurance**.

(c) **Confiscation**

**Your Property** being confiscated or damaged by, or under the order of, any government, public or police authority, other than:

- (i) to protect life or prevent **Damage to Property**; or
- (ii) as the result of a regulatory investigation after **You** have failed, or allegedly failed, to keep to **Your Data Privacy Obligations**.

(d) **Deficiency or Improvements**

The cost of correcting any failings in procedures, systems or security.

(e) **Deliberate Defamation or Disparagement**

Defamatory or disparaging statements or publications made deliberately or recklessly if it could be anticipated by a reasonable person that the statements could result in a **Claim** against **You**.

(f) **Employers' Liability**

**You** failing to keep to any obligation **You** have to **Your Employees** or **Directors and Officers**, unless this is specifically insured by this Section after **Your Data Privacy Obligations** have not been met.

(g) **Excess**

The **Excess** stated in the **Schedule**.

(h) **External Network Failure**

Under Cover 23.1 Computer System Damage, Data, Extra Cost and Business Income, the failure or interruption of or **Damage** to any electrical power supply, network or telecommunication network, including for example, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure, not owned and operated by **You**.

This exclusion shall not apply to any cost or loss caused by or resulting from physical **Damage** if otherwise insured by this Section, to the electrical power supply network, telecommunications or other property.

(i) **Extortion or Ransom**

Any extortion, blackmail or ransom payments or demands.

(j) **Financial Reporting**

Any mistakes in financial statements or representations concerning **Your Activities**.

(k) **Indirect Loss**

Penalties **You** have to pay under a contract for any delay or in connection with guarantees of performance or efficiency.

(l) **Intentional Acts**

Any intentional act, or failure to act, by **You or Your Directors and Officers**, unless the act or failure to act is a measure to prevent or minimise **Bodily Injury, Damage to Your Hardware**, loss of **Business Income** or a **Claim for Damages**.

(m) **Legislation and Regulations**

**You** actually or allegedly breaking any taxation, restraint of trade, competition or anti-trust law or regulation.

(n) **Normal Upkeep**

The cost of normal **Computer System** maintenance.

(o) **Nuclear Risks**

- (i) Ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste, or from burning nuclear fuel.
- (ii) The radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them.
- (iii) Any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.
- (iv) The radioactive, toxic, explosive or other dangerous properties of any radioactive material.

(p) **Patent**

Infringement of any patent without the patent holders permission.

(q) **Product Liability or Professional Liability**

Goods, products or software **You** have sold, supplied, manufactured, constructed, installed, maintained, repaired, altered or treated, or any inadequate or incorrect advice or services **You** have provided.

(r) **Telecommunications Systems**

Atmospheric or environmental conditions causing temporary interference with any satellite signal.

(s) **Terrorism**

- (i) **Terrorism**, regardless of any other cause or event contributing to the **Damage**, loss of **Business Income** or other loss.

- (ii) Civil commotion in Northern Ireland.
- (iii) Any action taken to control, prevent, suppress or in any way deal with **Terrorism**.

**Virus or Similar Mechanism, Hacking or Denial of Service Attack** will not be regarded as **Terrorism**.

(t) **Time Excess**

Loss of **Business Income** arising during the **Time Excess**.

(u) **Trading Risk**

**Your** commercial decision to stop trading, or the decision of a **Service Provider**, customer or supplier of **Yours** to stop or reduce trade with **You** or restrict services.

(v) **War**

War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or uprising.

This general exclusion does not apply to any **Damage**, loss of **Business Income** or other loss resulting from, or caused by, weapons of war which were not discovered before the start of the **Period of Insurance**, as long as there is no war in the country **Your Hardware** is in during the **Period of Insurance**.

(w) **Wear and Tear**

Losses due to **Wear and Tear**.

However, **We** will pay for loss resulting from **Wear and Tear** which **We** would otherwise have paid under this Section.

(x) **Your Insolvency or Bankruptcy**

**Your** insolvency or bankruptcy.

## 22.5 Conditions

(a) **Claims Procedure**

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

**You** must as soon as **You** know about any incident or circumstance that may result in a **Claim** tell the person who arranged the policy (or **Us**), providing full details, as soon after the incident or circumstance as possible and within 14 days:

- (i) if as a result of riot, civil commotion, strike, locked-out workers or people taking part in labour disturbances; and
- (ii) in the case of **You** knowing about an incident or circumstance that has resulted in, or may result in:
  - (1) a **Claim** being made against **You**;
  - (2) **You** receiving a demand for **Damages**;



- (3) **You** receiving a notice of regulatory action; or
- (4) **You** receiving a notice of any other process seeking damages;

As soon as **You** know about any incident or circumstance that may result in a **Claim You** must also:

- (1) take all reasonable steps and precautions to prevent further **Damage**, loss of **Business Income** or other loss;
- (2) immediately tell the police about any loss or **Damage** relating to crime and get a crime reference number;
- (3) keep any damaged **Hardware**, other property covered by this Section and other evidence and allow **Us** to inspect it; and
- (4) give **Us** details of any other insurances **You** may have which may cover **Damage**, loss of **Business Income**, **Damages**, **Defence Costs** or other loss insured by this Section.

In addition, for any incident or circumstance that may result in a **Claim You** must:

- (a) immediately send **Us** every letter, writ, summons or other document **You** receive in connection with the **Claim** or circumstance, and record all information relating to a **Claim** against **You** that is covered under Cover (a) – Cyber Liability;
- (b) co-operate with **Us** fully and provide all the information **We** need to investigate **Your Claim** or circumstance;
- (c) tell **Us** if **You** recover money from a third party (**You** may need to give the money to **Us**); and
- (d) not admit responsibility or liability, or agree to pay any money or provide any services on **Our** behalf, without **Our** written permission.

(b) **Enforcing Your Rights**

**We** may, at **Our** expense, take all necessary steps to enforce **Your** rights against any third party. **We** can do this before or after **We** pay a **Claim**. **You** must not do anything before or after **We** pay **Your Claim** to affect **Our** rights and **You** must give **Us** any help and information **We** ask for.

**You** must take reasonable steps to make sure that **You** protect **Your** rights to recover amounts from third parties.

(c) **Protecting Data**

**You** must make sure that the appropriate procedures are in place for disposing of and destroying **Hardware** and hard copy files in order to protect **Data**.

(d) **Controlling Defence**

**We** can, but do not have to, take control of investigating, settling or defending any **Claim** made against **You**. **We** would take this action in **Your** name. If necessary, **We** will appoint an adjuster, solicitor or any other appropriate person to deal with the **Claim**. **We** may appoint **Your** solicitor, but only on a fee basis similar to that of **Our** own solicitor, and only for work done with **Our** permission in writing. **We** will only defend **Claims** if **We** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

(e) **Other Insurances**

If there is any other insurance covering **Your Claim**, **We** will only pay **Our** share, even if the other insurer refuses to pay the **Claim**.

(f) **Salvage and Recoveries**

If **You** have made a **Claim** and **You** later recover money from a third party, **You** must tell **Us** immediately. If **We** have paid the **Claim**, **You** may have to give the money to **Us**.

If **We** have paid a **Claim** and **We** then recover money from a third party, **We** will give **You** any proceeds above the amount **We** paid **You** in connection with the **Claim**.

Any amount due from **You** or **Us** must be paid as soon as reasonably possible.

(g) **Reasonable Care**

**You** must:

- (i) make sure that **Your Hardware** is maintained, inspected and tested as recommended by the manufacturer;
- (ii) keep a record of all maintenance and **Data** back-up procedures and maintenance carried out, and let **Us** check those records;
- (iii) take all reasonable steps and precautions to prevent or reduce **Damage** or other loss covered by this Section; and
- (iv) not continue to use **Hardware** after **Damage**, unless **We** have given **Our** written permission.

If **You** do not keep to this condition **We** may:

- (1) refuse to pay part or all of **Your Claim**; and
- (2) cancel **Your** policy (see clause 1.5 – Our Cancellation Rights).

(h) **Defence Software**

**Your Computer System** must be protected by a virus-protection software package which is:

- (i) licensed to **You**;
- (ii) paid for and not freely available; and
- (iii) updated at least every 7 days.

**Your Computer System** must also be protected by a firewall on all external gateways to the internet, and that firewall must be maintained.

(i) **Data Backup**

**You** must back up original **Data** at least every 7 days.

If a **Service Provider** processes or stores **Data** for **You**, **You** must make sure that the terms of the contract between **You** and the **Service Provider** allow **Data** to be backed up in line with this condition.

**You** must take precautions to make sure that all **Data** is stored safely.

If **You** have failed to keep to this condition, **We** may still pay a **Claim** if **You** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **Your** control.

(j) **More than One Insured**

If more than one “Insured” is named in the **Schedule**, the first named Insured will receive all notices and agree any changes to the policy and will be treated as acting for all the named Insureds. **We** will not remove any named Insured without their permission.

For any **Claim**, the total amount **We** will pay will not be more than the sum insured, regardless of the number of people or organisations insured by the section.

(k) **Right to Survey**

If **We** ask, **You** must give **Us** access to **Your Premises** at an agreed date and time to carry out a risk survey.

If **You** do not keep to this condition **We** may cancel the policy (see clause 1.5 – Our Cancellation Rights).

(l) **Tax**

Any **Claim We** pay will not include VAT, unless **You** cannot recover part or all of the VAT **You** have paid.

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# Legal Expenses

## 23.1 Cover – Our Agreement

**We** agree to provide the insurance described in this Section for **You** (or where specified, the **Insured Person**) in respect of any insured incident arising in connection with **Your Activities**, in return for payment of the premium and limited to the terms, conditions, exclusions and limitations set out in this Section of the policy, provided that:

- (a) **Reasonable Prospects** exist for the duration of the **Claim**;
- (b) the **Date of Occurrence** of the insured incident is during the **Period of Insurance**; or
- (c) during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - (i) the previous legal expenses insurance policy required **You** to report **Claims** during its currency;
  - (ii) **You** could not have notified a **Claim** previously as **You** could not have reasonably been aware of the insured incident;
  - (iii) cover has been continuously maintained in force;
  - (iv) **We** will not cover any **Claim** that should have been covered under a previously operative legal expenses insurance policy;
  - (v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or **Your** previous legal expenses policy;
- (d) any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**; and
- (e) the insured incident happens within the **Countries Covered**.

### What We Will Pay

**We** will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any compensation awards that **We** have agreed to, provided that:

- (i) the most **We** will pay for all **Claims** resulting from one or more event arising at the same time or from the same originating cause is £250,000;
- (ii) the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm** or **Tax Consultancy**. The amount **We** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time;
- (iii) in respect of an appeal or the defence of an appeal, **You** must tell **Us** within the time limits allowed that **You** want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist;
- (iv) for an enforcement of judgment to recover money and interest due to **You** after a successful **Claim** under this Section of the policy, **We** must agree that **Reasonable Prospects** exist;

- (v) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award; and
- (vi) in respect of Insured Incident 24.2(b) – Legal Defence (vi) Jury Service and Court Attendance the maximum **We** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is absent from work less any amount **You**, the court or tribunal pays.

#### **What We Will Not Pay**

- (1) In the event of a **Claim**, if **You** decide not to use the services of a **Preferred Law Firm** or **Tax Consultancy**, **You** will be responsible for any costs that fall outside **DAS Standard Terms of Appointment** and these will not be paid by **Us**;
- (2) The total of the compensation awards payable by **Us** will not exceed £1,000,000 in any one **Period of Insurance**;
- (3) The first £500 of any contract dispute **Claim** where the amount in dispute exceeds £5,000 (including VAT). If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your Claim** having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your Claim** has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your Claim** could be withdrawn.

### 23.2 Insured Incidents

#### (a) **Employment Disputes and Compensation Awards**

##### (i) **Employment Disputes**

**Costs and Expenses** to defend **Your** legal rights:

- (1) before the issue of legal proceedings in a court or tribunal;
  - (a) following the dismissal of an **Employee** or volunteer; or
  - (b) where an **Employee** or ex-**Employee** or volunteer has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- (2) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (3) in legal proceedings in respect of any dispute relating to:
  - (a) a contract of employment with **You**; or
  - (b) an alleged breach of the statutory rights of an **Employee**, volunteer, ex-**Employee** or prospective **Employee** under employment legislation.

#### **What Is Not Covered**

A **Claim** relating to the following:

- (a) unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy:
  - (i) any dispute where the originating cause of action arises within the first 90 days of the commencement of this policy;

- (ii) any dispute with an **Employee** who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this policy if the **Date of Occurrence** was within the first 180 days of the commencement of this policy;
  - (iii) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this policy
- (b) damages for **Bodily Injury** or loss of or **Damage to Property**.
- (ii) **Compensation Awards**

**We will pay:**

- (1) any basic and compensatory award; and/or
- (2) an order for compensation following a breach of **Your** statutory duties under employment legislation

in respect of a **Claim We** have accepted under Insured Incident 24.2(a) – Employment Disputes and Compensation Awards.

Provided that:

- (a) in cases relating to performance and/or conduct, **You** have throughout the employment dispute either:
  - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - (iii) sought and followed advice from **Our** legal advice service (0344 893 0859).
- (b) for an order of compensation following **Your** breach of statutory duty under employment legislation **You** have at all times sought and followed advice from **Our** legal advice service since the date when **You** should have known about the employment dispute (0344 893 0859).
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **You** have sought and followed advice from **Our** claims department before starting any redundancy process or procedure with **Your Employees** (telephone number 0344 893 0859).
- (d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**.

Please note that the total of compensation awards payable by **Us** is £1,000,000 in any one **Period of Insurance**.

#### **What Is Not Covered**

- (i) Any compensation award relating to the following:

- (1) trade union activities, trade union membership or non-membership;
  - (2) pregnancy or maternity rights, paternity, parental or adoption rights;
  - (3) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - (4) statutory rights in relation to trustees of occupational pension schemes.
- (ii) Non-payment of money due under a contract of employment or a statutory provision.
  - (iii) Any award ordered because **You** have failed to provide relevant records to **Employees** under National Minimum Wage legislation.
  - (iv) A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
  - (v) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

(iii) **Employee Civil Legal Defence**

**Costs and Expenses** to defend the **Insured Person's** (other than **You**) legal rights if an event arising from their work as an **Employee** or volunteer leads to civil action being taken against them:

- (1) under legislation for unlawful discrimination; or
- (2) as trustee of a pension fund set up for the benefit of **Your Employees**.

Please note that **We** will only provide cover for an **Insured Person** (other than **You**) at **Your** request.

(iv) **Service Occupancy**

**Costs and Expenses** to pursue a dispute with an **Employee** or ex-**Employee** to recover possession of premises owned by, or for which **You** are responsible.

**What Is Not Covered**

Any **Claim** relating to defending **Your** legal rights other than defending a counter-claim.

(v) **Covenants in Restraint of Trade**

**Costs and Expenses** to pursue a civil action against an **Employee** or ex-**Employee** where they are in breach, or are about to be in breach, of a covenant which restricts them:

- (1) from providing services to or soliciting **Your** customers; or
- (2) enticing other **Employees** to leave **Your** employment.

Provided that:

- (a) the restrictive covenant(s) is expressly incorporated within the **Employee's** or ex-**Employee's** contract of employment with **You**

- (b) the **Employee** or ex-**Employee** has signed their contract of employment
- (c) the restrictive covenant does not exceed 12 months
- (d) **You** have not breached the **Employee's** or ex **Employee's** contract of employment.

#### **What Is Not Covered**

A **Claim** relating to the following:

- (i) any dispute where the **Date of Occurrence** arises within the first 90 days of the start of this policy,
- (ii) unless equivalent legal expenses insurance was in force immediately before
- (iii) any **Claim** relating to a restrictive covenant applying to an **Employee** or ex-**Employee** transferred to **Your Activities** under the Transfer of Undertakings Regulations (TUPE)
- (iv) defending **Your** legal rights, other than the defence of a counter-claim that is an insured incident under this policy.

#### (b) **Legal Defence**

**Costs and Expenses** to defend the **Insured Person's** legal rights:

##### (i) **Criminal Pre-proceedings Cover**

Before the issue of legal proceedings, when dealing with the police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **Insured Person** has or may have committed a criminal offence.

##### (ii) **Criminal Prosecution Defence (including Motor Prosecution Defence)**

Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction.

Provided that for **Claims** relating to the Health and Safety at Work etc Act 1974 the **Countries Covered** shall be any place where the Act applies.

Please note **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with **Your Activities**. Please see clause 24.1 – Cover - Our agreement at the front of this Section.

#### **What Is Not Covered**

A **Claim** related to the following:

- (1) any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs.  
Please note this exclusion applies to clause (i) of Insured Incident 24.2(b) – Legal Defence.
- (2) a parking offence  
Please note this exclusion applies to clauses (i) and (ii) of Insured Incident 24.2(b) – Legal Defence.



(iii) **Data Protection and Information Commissioner Registration**

- (1) If civil action is taken against the **Insured Person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **Insured Person** under section 13 of the Data Protection Act 1998. Provided **You** were registered with the Information Commissioner at the time of the insured incident.
- (2) In an appeal against the refusal of the Information Commissioner to register **Your** application for registration.

Please note **We** will not cover the cost of fines imposed by the Information Commissioner. Please see exclusion 24.3(c) – Courts Awards and Fines.

(iv) **Wrongful Arrest**

If civil action is taken against **You** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**.

(v) **Statutory Notice Appeals**

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **Your Activities**.

**What Is Not Covered**

- (1) An appeal against the imposition or terms of any Statutory Notice issued in connection with **Your Licence**, mandatory registration or British Standard Certificate of Registration.
- (2) A Statutory Notice issued by an **Insured Person's** regulatory or governing body.

(vi) **Jury Service and Court Attendance**

An **Insured Person's** absence from work:

- (1) to perform jury service;
- (2) to attend any court or tribunal at the request of the **Appointed Representative**.

The maximum **We** will pay is the **Insured Person's** net salary or wages for the time that they are absent from work less any amount **You**, the court or tribunal, have paid them.

(vii) **Disciplinary Hearings**

If an event results in a disciplinary case brought against the **Insured Person** by the relevant authority:

Provided that for each of the covers under Insured Incident 24.2(b) – Legal Defence **You** request **Us** to provide cover for the **Insured Person**.

(c) **Statutory Licence Appeal**

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **Your** Licence, mandatory registration or British Standard Certificate of Registration.

### What Is Not Covered

A **Claim** relating to the following:

- (i) assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration;
- (ii) the ownership, driving or use of a motor vehicle.

(d) **Contract Disputes**

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **You** or on **Your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (i) the amount in dispute exceeds £500 (including VAT). If the amount in dispute exceeds £5,000 (including VAT), **You** will be responsible for the first £500 of **Costs and Expenses** in each and every **Claim**; If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your Claim** having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your Claim** has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your Claim** could be withdrawn
- (ii) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the **Claim** exceed £500 (including VAT);
- (iii) if the dispute relates to money owed to **You**, a **Claim** under this Section is made within 90 days of the money becoming due and payable.

### What Is Not Covered

A **Claim** relating to the following:

- (1) unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, a dispute arising from an agreement entered into prior to the start of the policy if the **Date of Occurrence** is within the first 90 days of the cover provided by the policy
- (2) the settlement payable under an insurance policy (**We** will cover a dispute if **Your** insurer refuses **Your Claim**, but not for a dispute over the amount of the **Claim**)
- (3) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings; However, **We** will cover a dispute with a professional adviser in connection with these matters;
- (4) a loan, mortgage, pension, guarantee or any other financial product and choses in action;
- (5) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles;
- (6) a dispute with an **Employee** or ex-**Employee** which arises out of, or relates to, a contract of employment with **You**; (Please refer to Insured Incident - Employment Disputes and Compensation Awards.)

- (7) a dispute which arises out of the:
  - (a) sale or provision of computer hardware, software, systems or services; or
  - (b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **You** own specification.
- (8) a dispute arising from a breach or alleged breach of professional duty by an **Insured Person**.
- (9) the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

(e) **Property Protection**

A civil dispute relating to material property which is owned by **You**, or is **Your** responsibility following:

- (i) any event which causes physical damage to such material property; or
- (ii) a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it); or
- (iii) a trespass.

Please note that **You** must have established the legal ownership or right to the land that is the subject of the dispute.

**What Is Not Covered**

A **Claim** relating to the following:

- (1) a contract **You** have entered into (please refer to Insured Incident 24.2(d) – Contract Disputes);
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by **You** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **You**;
- (4) mining subsidence;
- (5) defending **Your** legal rights but **We** will cover defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an **Insured Person** (other than damage to motor vehicles where **You** are in the business of selling motor vehicles);
- (7) the enforcement of a covenant by or against **You**.

(f) **Personal Injury**

At **Your** request, **We** will pay **Costs and Expenses** for an **Insured Person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or **Bodily Injury** to them.

**What Is Not Covered**

A **Claim** relating to the following:

- (i) any illness or **Bodily Injury** that happens gradually;

- (ii) psychological injury or mental illness unless the condition follows a specific or sudden **Accident** that has caused physical **Bodily Injury**;
- (iii) defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim;
- (iv) clinical negligence.

(g) **Identity Theft Protection for Directors and Partners**

- (i) Following a call to the identity theft helpline service **We** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **Your** director's identity.
- (ii) If **Your** director becomes a victim of **Identity Theft We** will pay the costs **Your** director incurs for phone calls faxes or postage to communicate with the police credit agencies financial service providers other creditors or debt-collection agencies **We** will also pay the cost of replacement documents to help restore the identity and credit status of **Your** director.
- (iii) Following **Your** director's **Identity Theft We** will pay:
  - (1) **Costs and Expenses** to reinstate **Your** director's identity including costs for the signing of statutory declarations or similar documents;
  - (2) **Costs and Expenses** to defend **Your** director's legal rights in a dispute with debt collectors or any party taking legal action against **Your** director arising from or relating to **Identity Theft**;
  - (3) loan-rejection fees and any re-application administration fee for a loan when **Your** director's original application has been rejected.

Please note that:

- (1) **Your** director must notify their bank or building society as soon as possible;
- (2) **Your** director must tell **Us** if they have previously suffered **Identity Theft**; and
- (3) **Your** director must take all reasonable action to prevent continued unauthorised use of their identity.

**What Is Not Covered**

A **Claim** relating to the following:

- (a) fraud committed by anyone entitled to make a **Claim** under this policy;
- (b) losses arising from **Your Activities**.

(h) **Debt Recovery**

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (i) the debt exceeds £500 (including VAT);

- (ii) a **Claim** is made within 90 days of the money becoming due and payable;
- (iii) **We** have the right to select the method of enforcement, or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

### **What Is Not Covered**

A **Claim** relating to the following:

- (1) unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, any debt arising from an agreement entered into prior to the start of the policy if the debt is due within the first 90 days of the cover provided by the policy
  - (2) the settlement payable under an insurance policy;
  - (3) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings;
  - (4) a loan, mortgage, pension, guarantee or any other financial product and choses in action;
  - (5) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles.
  - (6) a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
  - (7) the recovery of money and interest due from another party where the other party indicates that a defence exists.
  - (8) any dispute which arises from debts **You** have purchased from a third party.
- (i) **Tax Protection**

**Costs and Expenses** for an **Appointed Representative** following:

- (i) a written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:
  - (1) includes a request to examine any aspect of **Your** (and at **Your** request **Your** directors and partners) books and records; or
  - (2) advises of a check of **Your** (and at **Your** request **Your** directors and partners) whole tax return.
- (ii) an **Employer Compliance Dispute**.
- (iii) a **VAT Dispute**.
- (iv) investigation carried out by the Charity Commission into **Your** business accounts.

Provided that **You** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **We** will only cover tax claims which arise in direct connection with **Your Activities**. Please see Clause 24.1 – Cover - Our agreement at the front of this Section.

### **What is Not Covered**

- (1) Any **Claim** relating to tax avoidance schemes;
- (2) Any failure to register for Value Added Tax or Pay As You Earn;
- (3) Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office;
- (4) Any **Claim** relating to import or excise duties and import VAT;
- (5) Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

(j) **Tenancy Disputes**

A civil dispute between **You** and **Your** landlord relating to premises leased or rented by **You**.

### **What Is Not Covered**

- (i) the negotiation, review, or renewal of the lease or tenancy agreement.
- (ii) a dispute arising from rent or service charges.

## 23.3 Exclusions

**We** will not pay for the following:

(a) **Costs We Have Not Agreed**

**Costs and Expenses** incurred before **Our** written acceptance of a claim.

(b) **Court Awards and Fines**

fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents employment disputes and compensation awards and legal defence.

(c) **Legal Action We Have Not Agreed**

legal action an **Insured Person** takes which **We** or the **Appointed Representative** have not agreed to, or where the **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.

(d) **Intellectual Property Rights**

any **Claim** relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

(e) **Deliberate Acts**

any insured incident deliberately or intentionally caused by an **Insured Person**.

(f) **Franchise or Agency Agreements**

any **Claim** relating to rights under a franchise or agency agreement entered into by **You**.

(g) **Shareholding or Partnership Disputes**

any **Claim** relating to a shareholding or partnership share in **Your Activities**.

(h) **Judicial Review**

**Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

(i) **Sonic Bang**

pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

(j) **Bankruptcy**

any claim where either at the start of, or during the course of a **Claim, You**:

(i) are declared bankrupt;

(ii) have filed a bankruptcy petition;

(iii) have filed a winding-up petition;

(iv) have made an arrangement with **Your** creditors;

(v) have entered into a deed of arrangement;

(vi) are in liquidation;

(vii) part or all of **Your** affairs or property are in the care or control of a receiver or administrator.

(k) **Defamation**

any claim relating to written or verbal remarks that damage the **Insured Person's** reputation.

(l) **Calendar Date Devices**

any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

(m) **Litigant in Person**

any **Claim** where an **Insured Person** is not represented by a law firm, barrister or tax expert.

## 23.4 Conditions

(a) **Your Representation**

(i) On receiving a **Claim**, if representation is necessary, **We** will appoint a **Preferred Law Firm** or **Tax Consultancy** as **Your Appointed Representative** to deal with **Your Claim**. They will try to settle **Your Claim** by negotiation without having to go to court.

- (ii) If the appointed **Preferred Law Firm** or **Tax Consultancy** cannot negotiate settlement of **Your Claim** and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **You** may choose a law firm or tax expert to act as the **Appointed Representative**. **We** will choose the **Appointed Representative** to represent **You** in any proceedings where **We** are liable to pay a compensation award.
- (iii) If **You** choose a law firm as Your **Appointed Representative** who is not a **Preferred Law Firm** or **Tax Consultancy**, **We** will give **Your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm** or **Tax Consultancy**. However if they refuse to act on this basis, the most **We** will pay is the amount **We** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- (iv) The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the **Claim**.

(b) **Your Responsibilities**

An **Insured Person** must:

- (i) co-operate fully with **Us** and the **Appointed Representative**;
- (ii) give the **Appointed Representative** any instructions that **We** ask **You** to.

(c) **Offers to Settle a Claim**

- (i) An **Insured Person** must tell **Us** if anyone offers to settle a **Claim** and must not negotiate or agree to any settlement without **Our** written consent.
- (ii) If an **Insured Person** does not accept a reasonable offer to settle a **Claim**, **We** may refuse to pay further **Costs and Expenses**.
- (iii) **We** may decide to pay an **Insured Person** the reasonable value of the **Claim** that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **Us** to take over and pursue or settle a **Claim** in their name. An **Insured Person** must allow **Us** to pursue at **Our** own expense and for their benefit, any **Claim** for compensation against any other person and any **Insured Person** must give **Us** all the information and help **We** need to do so.

(d) **Assessing and Recovering Costs**

- (i) An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **We** ask for this.
- (ii) An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **We** have to pay and must pay **Us** any amounts that are recovered.

(e) **Cancelling an Appointed Representative's Appointment**

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.

(f) **Withdrawing Cover**



If an **Insured Person** settles a **Claim** or withdraws their **Claim** without **Our** agreement, or does not give suitable instructions to the **Appointed Representative**, **We** can withdraw cover and will be entitled to reclaim any **Costs and Expenses We** have paid.

(g) **Expert Opinion**

**We** may require **You** to get, at **Your** own expense, an opinion from an expert, that **We** consider appropriate, on the merits of the **Claim** or proceedings, or on a legal principle. The expert must be approved in advance by **Us** and the cost agreed in writing between **You** and **Us**. Subject to this **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **You** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

(h) **Keeping to the Policy Terms**

An **Insured Person** must:

- (i) keep to the terms and conditions of this Section;
- (ii) take reasonable steps to avoid and prevent **Claims**;
- (iii) take reasonable steps to avoid incurring unnecessary costs;
- (iv) send everything **We** ask for in writing; and
- (v) report to **Us** full and factual details of any **Claim** as soon as possible and give **Us** any information **We** need.

(i) **Other Insurances**

If any **Claim** covered under this section is also covered by another policy, or would have been covered if this section did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the **Claim**.



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