

Charity Shield

Policy



- b. **premises** is to be extended or altered and obtain **our** prior written agreement
- 9. records of all alarm faults disconnections tests and maintenance visits are kept and made available when required to **our** representatives
- 10. **our** access to the **premises** is permitted at all reasonable times for the purpose of inspecting and witnessing the testing of the installation

Unless otherwise agreed by **us** in writing

General memorandum

1 Designation

For the purpose of determining where necessary the heading under which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books

1 Property damage

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Buildings

means the buildings of the **premises** including landlord's fixtures and fittings outbuildings walls gates and fences piping ducting cables wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility yards car parks roads and pavements storage tanks swimming pools and associated apparatus

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients and exclude land piers jetties bridges culverts and excavations

Contents

means business equipment computers plant machinery furniture fixtures and fittings and all other contents all belonging to **you** or for which **you** are responsible and contained in the **buildings** and elsewhere as stated in this policy and the schedule including

1. The cost of materials labour and computer time in reproducing
 - a. documents manuscripts and business books
 - b. patterns models moulds plans and designs
 - c. computer systems records for an amount not exceeding 5% of the sum insured by the item on contents

but not any cost in connection with producing information to be recorded or for the value to **you** of the information contained therein
2. Prints paintings drawings pieces of tapestry sculptures or other works of art for an amount not exceeding £5,000 in respect of any one article
3. The personal belongings of the following persons whilst contained in the **premises**
 - a. directors trustees employees and **authorised volunteers** for an amount not exceeding £500 per person
 - b. residents but only if shown in the schedule as insured and up to the limit shown in the schedule for any one person

Personal money is also insured up to £100 per person For this purpose 'personal belongings' means personal articles worn used or carried about the person excluding bankers' cards credit and debit cards and any belongings otherwise insured
4. Contents not owned by **you** but held in trust by **you** or on commission situated in the **buildings** for an amount not exceeding £1,000 in respect of any one article

Contents excludes

1. **stock**
2. landlord's fixtures and fittings
3. cash or money instruments of any description whether negotiable or non-negotiable (other than personal money previously mentioned)
4. vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
5. any living creatures trees shrubs plants or other vegetation
6. explosives
7. any other property more specifically insured

Insured event(s)

means any insurable event (from 1 Fire lightning and explosion to 18 Glass and sanitary fixtures) set out as included in the schedule to this policy

Item(s) insured

means the items insured as set out in the Property damage section of the schedule to this policy

Stock

means stock and materials in trade and work in progress at **your** property or held by **you** in trust or on commission for which **you** are responsible in the **buildings** and elsewhere as stated in this policy and the schedule

Tenant's improvements

means improvements and decorations at the **premises** which are **your** property or for which **you** are responsible

Cover

We will indemnify **you** (by payment up to the value of the **items insured** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **items insured** by any **insured event** happening during the period of insurance

Provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured

Insurable events

1 Fire lightning and explosion

Fire

(whether resulting from explosion or otherwise) not occasioned by or happening through

1. the property's own spontaneous fermentation or heating or its undergoing any process involving the application of heat
2. earthquake subterranean fire riot civil commotion

Lightning

Explosion

Explosion excluding

1. **damage** in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service

2. **damage** by fire resulting from explosion
3. **damage** consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control

2 Aircraft

Aircraft and other aerial devices or articles dropped from them

3 Riot

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances excluding

1. **damage** occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority
2. **damage** resulting from cessation of work
3. **damage** occurring in Northern Ireland
4. **damage** to any building which is **unoccupied**

4 Malicious persons

Malicious persons not acting on behalf of or in connection with any political organisation excluding

1. **damage** occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority
2. **damage** resulting from cessation of work
3. **damage** occurring in Northern Ireland
4. **damage** by theft or attempted theft or by risks described in Insurable event 1 Fire lightning and explosion
5. **damage** to any building which is **unoccupied**

5 Earthquake

6 Subterranean fire

7 Storm

Storm excluding

1. **damage** by
 - a. the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam
 - b. inundation from the sea
 whether resulting from storm or otherwise
2. **damage** attributable solely to change in the water table level
3. **damage** by frost subsidence or landslip
4. **damage** to fences gates and moveable property in the open
5. **damage** to any building which is **unoccupied**

8 Flood

Flood caused by

1. the escape of water from the normal confines of any natural or artificial water course (other than water tanks apparatus or pipes) or lake reservoir canal or dam
2. inundation from the sea but excluding
 - a. **damage** attributable solely to change in the water table level
 - b. **damage** by frost subsidence or landslip
 - c. **damage** to fences gates and moveable property in the open
3. **damage** to any building which is **unoccupied**

9 Escape of water

Escape of water from any tank apparatus or pipe including **damage** to any water tank apparatus or pipe itself caused by freezing of water excluding

1. **damage** by water discharged or leaking from an installation of automatic sprinklers
2. **damage** to any building which is **unoccupied**

10 Impact

Impact with the property insured by any road vehicle or animal

11 Falling trees

Accidental **damage** caused by falling trees branches telegraph poles lamp posts or pylons

Excluding **damage** which is specifically insured by any other insurable event

12 Falling aerials

Accidental **damage** caused by falling television and radio receiving aerials aerial fittings and masts satellite dishes wind turbines solar panels photovoltaic panels and security equipment attached to a building

Excluding **damage**

1. which is specifically insured by any other insurable event
2. to the television and radio receiving aerials aerial fittings and masts satellite dishes wind turbines solar panels photovoltaic panels and security equipment itself

13 Escape of oil

Escape of oil from any fixed oil-fired heating installation or storage tank including resultant loss of oil excluding **damage** to any building which is **unoccupied**

14 Sprinkler leakage

Accidental escape of water from any automatic sprinkler installation in the **premises** not caused by explosion earthquake subterranean fire or heat caused by fire excluding **damage** to any building which is **unoccupied**

15 Accidental damage

Any other accidental **damage** excluding

1. **damage** which is specifically included or excluded elsewhere under this section
2. **damage** to the property insured caused by or consisting of inherent vice latent defect gradual deterioration wear and tear its own faulty or defective design or materials faulty or defective workmanship but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
3. **damage** caused by or consisting of corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching **vermin** insects change in temperature colour flavour texture or finish
4. **damage** consisting of
 - a. joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - b. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
5. **damage** caused by or consisting of
 - a. acts of fraud or dishonesty
 - b. disappearance unexplained or inventory shortage misfiling or misplacing of information
6. **damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software

7. damage

- a. to a building or structure caused by its own collapse or cracking
- b. in respect of moveable property in the open fences and gates by wind rain hail sleet snow or dust
- c. to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair

8. damage to any building which is *unoccupied***16 Subsidence**

Subsidence heave or landslip of the site on which the **premises** stand excluding **damage**

1. attributable solely to change in the water table level
2. to boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks and swimming pools unless also resulting in **damage** to a building insured under this policy
3. caused by or consisting of
 - a. the normal settlement or bedding-down of new structures
 - b. the settlement or movement of made-up ground
 - c. coastal or river erosion
4. caused by defective design or workmanship or the use of defective materials
5. caused by fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
6. which originated prior to the inception of cover
7. resulting from
 - a. demolition construction structural alteration or repair of any property
 - b. groundworks or excavation at the same **premises**

Special condition applicable to this insurable event

You shall notify **us** as soon as **you** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site

We shall then have the right to vary these terms or cancel this cover

17 Theft or attempted theft

Theft or attempted theft

1. involving entry to or exit from the buildings of the **premises** by forcible and violent means
2. following actual or threatened assault or violence excluding **damage** to the **buildings** as a result of theft or attempted theft

Excluding **damage** to any building which is **unoccupied**

18 Glass and sanitary fixtures

Accidental breakage of any part of the exterior and interior glass sanitary fixtures or signs including the reasonable cost of

1. repairs to framework following breakage of the insured glass
2. necessary boarding-up pending replacement of the insured glass
3. in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units
4. replacing any lettering painting or alarm foil on such glass

but excluding

1. **damage** to glass sanitary fixtures or signs already damaged at the commencement of the insurance
2. **damage** to any glass which is toughened armoured wired bent embossed stained ornamental or leaded unless shown as insured in the schedule
3. disfiguration or **damage** to glass not extending through the entire thickness of the glass
4. breakage of glass while not fixed
5. breakage occasioned by or traceable to alterations to the **premises** or in the glass whereby the risk of breakage is increased
6. breakage of bulbs or tubes unless the signs in which they are contained are **damaged** at the same time
7. **damage** which is specifically mentioned elsewhere under this section
8. **damage** to any building which is **unoccupied**

Extensions

The insurance cover provided by this section is extended to include the following

Unless specifically stated otherwise these extensions do not increase **our** liability as stated under the 'Cover' paragraph in this section

1 Non-invalidation

The cover by this section shall not be invalidated by any act or omission or any alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control provided that on becoming aware of this **you** give notice to **us** as soon as reasonably possible and pay an additional premium if required

2 Reinstatement of sum insured

Not applicable to any Limits in the extensions to this section

In consideration of your agreement to pay such additional premium as may be required **we** will automatically reinstate the sum insured in full after **damage** has occurred

Provided that

1. **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum insured
2. in respect of **damage** by theft or attempted theft reinstatement will only apply subject to **you** completing any improvements to the security precautions at the **premises** that **we** may require and in any event reinstatement following theft or attempted theft will apply only once during each period of insurance

3 Fees

If the **buildings** are insured architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **damage** by an **insured event** but not for preparing any claim it being understood that the amount payable for such **damage** and fees shall not exceed in the aggregate the sum insured by each item

4 Removal of debris

Costs and expenses necessarily incurred by **you** with **our** consent in

1. removing debris
 2. dismantling and/or demolishing
 3. shoring up or propping
- of the portion or portions of the property insured by the said items destroyed or damaged by any **insured event** it being understood that the amount payable for such **damage** and costs incurred under (a) (b) and (c) shall not exceed in the aggregate the sum insured by each item

We will also pay the costs and expenses necessarily incurred by **you** with **our** consent in removing fallen trees within the grounds of the premises

Provided that

1. the trees have fallen as a result of an **insured event** and
2. the buildings of the **premises** are damaged by the same **insured event** occurring at the same time and a claim for this **damage** has been admitted by **us**

We will not pay for any costs or expenses

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
2. arising from pollution or contamination of property not insured by this policy

5 European Union and Public Authorities (including undamaged portions)

If the **buildings** are insured such additional cost of reinstatement of the destroyed or damaged property and undamaged portions as may be incurred solely by reason of the necessity to comply with the stipulations of

1. European Union legislation or
2. building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority (hereinafter referred to as 'the Stipulations')

Excluding

1. the cost incurred in complying with the Stipulations
 - a. in respect of **damage** occurring prior to the granting of this extension
 - b. in respect of **damage** not insured by this policy
 - c. under which notice has been served upon **you** prior to the happening of the **damage**
 - d. for which there is an existing requirement which has to be implemented within a given period
2. the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
3. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

Special conditions applicable to this extension

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **damage** or within such further time as **we** may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **our** liability under this extension not being thereby increased

2. If **our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion
3. The total amount recoverable under any item of the policy under this extension shall not exceed
 - a. 15% of its sum insured
 - b. where the sum insured by the item applies to property at more than one premises 15% of the total amount for which **we** would have been liable had the property insured by the item at the **premises** where **damage** has occurred been wholly destroyed
4. The total amount recoverable under any item of the policy shall not exceed its sum insured
5. All the terms of this policy except in so far as they may be expressly varied shall apply as if they had been incorporated herein

6 Capital additions

The cover provided by this extension increases the sums insured that apply but only to the extent stated

Under the buildings and contents items

1. alterations and additions to the property insured but not in respect of any appreciation in value
2. newly acquired property so far as it is not otherwise insured anywhere in the **geographical limits**

Provided that

1. at any one situation this cover shall not exceed 10% of the total sum insured on such property or £250,000 in respect of both **buildings** and **contents** whichever is the less
2. **you** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance thereon and pay such additional premium as may be required from inception of the cover

7 Bequeathed property

The cover provided by this extension increases the sums insured that apply but only to the extent stated

Damage by an **insured event** to material property anywhere in the **geographical limits** bequeathed to **you**

Cover is operative from the commencement date of **your** interest in the material property

Within three months of legal title of such property passing to **you you** must either notify **us** about the property and arrange for it to be specifically insured by this policy (or any other policy with **us**) or arrange for it to be insured elsewhere

If **you** arrange to insure such property with **us** any additional premium payable shall be calculated from the date the legal title of the property passed to **you**

Limit

£50,000 any one bequest (single article limit £5,000) other than buildings for which the limit shall not exceed 10% of the **buildings** sum insured or £250,000 whichever is the less any one bequest

Excluding

1. motor vehicles licensed for road use or their accessories trailers caravans watercraft or aircraft
2. property insured under any other policy
3. cash or money instruments of any description whether negotiable or non-negotiable

8 Spontaneous heating

Damage to coal coke or wood blocks by its own spontaneous fermentation heating or combustion

9 Emergency services damage to the grounds

Damage caused by the emergency services at any part of the **premises** or to insured property for which **you** are responsible but excluding **damage** caused by police raids

10 Metered water

The additional metered water charges incurred by **you** arising from escape of water following **damage** to the water or heating systems located in or serving the **premises** provided **we** have accepted a claim for such **damage** to the system under this policy

Limit

£5,000 in any one period of insurance

11 Sale of the building

If the **buildings** are insured the interest of the purchaser in the insurance by this section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted

Provided that

1. the **buildings** are not insured elsewhere for the benefit of the purchaser
2. the purchaser complies with and is bound by the terms of the policy

12 Temporary removal

1. **Contents** are covered for the **insured events** while temporarily removed for cleaning renovation repair or other similar purpose to any other **premises** and in transit between such locations in the **geographical limits**
2. **Contents** are covered for the **insured events** anywhere in the **geographical limits** whilst such **contents** are in **your** custody or the custody of **your** director trustee employee or **authorised volunteer** or at the home of any such person but excluding **contents** removed for the purposes stated in (a) above

Limit

£2,500 any one claim

3.
 - a. Deeds and other documents manuscripts plans writings of every description and books
 - b. Computer systems records
 whilst temporarily removed to a premises in the **geographical limits** which is not in **your** occupancy and whilst in transit to and from such location for an amount not exceeding 10% of the relevant **contents** sum insured excluding items removed for the purposes stated in (a) and (b)

For the purposes of this extension Insurable event 17 Theft or attempted theft applies to any premises

This extension excludes

1. personal belongings
2. property if and so far as it is otherwise insured

13 Damage to the buildings by theft

Only applicable if insurable event 17 Theft or attempted theft is operative

The insurance extends to include

1. repairs to the **buildings** following theft or attempted theft of the fabric of the **buildings** excluding following the theft of external metal provided that the **buildings** are insured under this section
2. repairs to the **buildings** following theft or attempted theft of external metal provided that the **buildings** are insured under this section
3. **damage** to the **buildings** caused by theft or attempted theft of **contents** provided that the **contents** are insured under this section
4. **damage** to **buildings** and **contents** (if insured under this section) directly caused as a result of the entry of rainwater following the theft or attempted theft of the fabric of the **buildings** including external metal

This extension does not apply

1. when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover
2. in respect of any **unoccupied premises**

Limit

The most **we** will pay under 1. or 2. or 4. is £5,000 in any one period of insurance

14 Theft of keys

Only applicable if insurable event 17 Theft or attempted theft is operative

If **contents** are insured the reasonable costs necessarily incurred in gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** following the loss of keys by theft

Limit

£5,000 any one period of insurance

15 Property in the open

If the **contents** are insured **damage** to the following property by the **insured events**

1. Floodlighting external lighting and security equipment fixed to the **buildings** or in the grounds of the **premises**
Limit
£5,000 any one claim
2. Fixtures in the grounds (other than as provided in (a) above)
Limit
£5,000 any one period of insurance
3. Groundsmen's equipment while in the open grounds provided that any mechanically or electrically driven equipment is immobilised when not in use
Limit
£5,000 any one period of insurance
4. **Your** signs and nameplates fixed to the **buildings** or positioned outside but in the immediate vicinity of the **premises**

For the purposes of this extension

1. Insurable event 17 Theft or attempted theft includes theft or attempted theft not involving forcible and violent entry
2. the exclusion under Insurable events 7 Storm and 8 Flood relating to moveable property in the open does not apply to groundsmen's equipment

16 Hired-in property

Damage by an **insured event** to **contents** hired-in for the purposes of the **business** for which **you** are responsible

Limit

10% of the **contents** sum insured any one loss

17 Freezer contents

If **contents** are insured **damage** to the contents of chill or deep freeze food units as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes

In addition **we** will pay if incurred the necessary and reasonable cost of hiring temporary alternative freezing space

Excluding

1. **damage** caused by **your** failure to pay for the electricity or gas supply or the deliberate withholding or restricting of supplies by any public utility supplier
2. **damage** to freezer contents where the freezer or compressor is more than 15 years old unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract
3. the **excess** specified in the schedule

18 Raffle prizes and donated goods

Damage by an **insured event** to raffle prizes and donated goods to be used for fundraising events including whilst at the home of a director trustee employee or **authorised volunteer**

Limit

£5,000 any one claim

£2,500 any one item

19 Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of oil or water at the **premises** and subsequent repair and making good

Limit

£50,000 any one claim

20 Underground pipes and cables

Accidental **damage** to underground pipes and cables where the **buildings** are insured by this section or where **you** are liable for repairs as tenant

21 Clearing of drains

The reasonable costs incurred by **you** for clearing or repairing drains gutters sewers and the like for which **you** are responsible incurred as a direct result of **damage** caused by an **insured event**

Limit

£50,000 any one claim

22 Extinguisher and alarm re-setting expenses

The reasonable costs incurred by **you** in refilling fire extinguishing appliances replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an **insured event**

23 Minor building works

The cover provided by this extension increases the sums insured that apply but only to the extent stated

Explanatory notes (not forming part of the policy)

1. This extension only applies if the **buildings** are insured under the section against all of the **specified perils** as defined below
2. If you have decided not to include the Terrorism section under this policy then the full insurance requirements of the building contract may not be met. We may be able to extend your insurance to include Terrorism or you can ask your architect to reduce the requirements of the building contract with the agreement of all parties.
3. Please remember that if your policy is not renewed with us there will be no cover for the building works if they should continue beyond the period of cover.

Definitions specific to this extension**All risks**

means all risks of **damage** other than as specifically excluded by this section of the policy

Contractor(s)

shall have the meaning attached to them in the **insured contract**

Contract works

means the permanent works and the temporary works executed in performance of the **insured contract** including all unfixed materials and goods delivered to placed on or adjacent to the permanent or temporary works and intended for incorporation in them in performance of the contract at the **premises**

excluding tools contractors plant and equipment site huts and other temporary accommodation and their contents

Insured contract

means any JCT minor standard or intermediate building contract in which **you** are the employer and are required to take out a joint names policy

or

any similar contract with **our** written agreement

Provided that

1. the value of the contract does not exceed £100,000
2. where one project at the **premises** comprises a series of separate contracts a limit of £100,000 applies in the aggregate to all the contracts involved

Specified perils

means fire lightning explosion storm tempest flood escape of water from any water tanks apparatus or pipes aircraft and other aerial devices or articles dropped from them riot civil commotion or earthquake

Cover

We will include any **contract works** in respect of repairs alterations and extensions to existing building structures for **specified perils** or **all risks** as required by the **insured contract**.

Provided that

1. the **buildings** are insured under this section against all of the **specified perils**
2. **our** liability inclusive of all professional fees and VAT where applicable shall not exceed £100,000 in respect of the **contract works**

For the purposes of this extension the insurance is considered to be in the joint names of **you** and the **contractor** but only in so far as this is required under the terms of the **insured contract** for

1. the existing structures and any **contents** for which **you** are responsible
2. the **contract works**

Off-site storage

Cover extends to include materials or goods designated to be included in the **contract works** whilst temporarily held in store away from the contract site but not while they are being worked upon

Limit

£7,500 any one storage site

Excluding

1. **damage** to
 - a. deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
 - b. any craft designed to travel in on or through water air or space
 - c. any property (including that being altered or repaired) which already existed at the time of the commencement of the **insured contract** other than unfixed materials and goods intended for incorporation within the **insured contract**
 - d. the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the **Insured** or which has been completed and handed over to or taken into use with the permission of the **Insured** for a purpose other than for the performance of the **insured contract**
2. penalties under the **insured contract** for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension

24 Discharge of oil

Costs and expenses necessarily incurred by **you** with **our** consent to decontaminate the grounds of the **premises** following accidental discharge of oil from any oil fired heating appliance or storage tank

Limit

£5,000 any one claim

25 Seasonal stock

In respect of additional **stock** and consumable stock not for sale **you** have purchased for any exhibition festival or fund raising event **we** will increase the sums insured by this section in the aggregate by an additional £10,000

Provided that such increases shall not exceed a period of 60 days for any one exhibition festival or event

26 Removal of wasp bee or hornets nests

We will pay the costs incurred by **you** in removing wasp bee or hornets nests from the **buildings**

Limit

£500 any one claim

27 Green clause

Where following **damage** to **buildings** by any cause not otherwise excluded by this policy **you** elect with **our** consent to rebuild the **premises** in a manner that aims to reduce potential harm to the environment or improve energy efficiency (beyond minimum standard required to comply with European Community or Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority) **we** will pay these rebuilding costs

Provided that

1. this shall not include any works or materials that in **our** view increases the risk of future **damage** or increases the potential extent of future **damage**
2. if **you** elect not to rebuild the **premises** then this clause will not apply
3. if **our** liability is reduced by the application of any terms or conditions of this policy **our** liability under this extension will similarly be reduced

Excluding

1. the cost of work that prior to the **damage**
 - a. **you** had already planned to carry out or
 - b. **you** had been notified to carry out by any relevant authority
2. any additional costs for replacing undamaged property
3. the amount of any charge tax or assessment arising out of capital appreciation arising from the works funded by this extension

Limit

Our liability under this extension shall not exceed

1. 10% of any one claim or
2. 10% of the sum insured or
3. £250,000

whichever is the lower

28 Archaeological costs

Definitions specific to this extension

Archaeological rescue work

means any archaeological exercise concerned with the recording of information which would otherwise be lost or in danger of being lost

Archaeological research work

means any other archaeological exercise

The on-site costs of **archaeological rescue work** (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below-ground deposits) necessarily and reasonably incurred with **our** consent as a result of **damage** to the **buildings** by any cause not otherwise excluded by this policy

Excluding

1. the costs of any **archaeological research work** which may be enabled or facilitated as a result of **damage** but which is not a necessary part of the process of repair conservation or rebuilding
2. the costs of analysis of data subsequent to **archaeological rescue work** (except insofar as such costs are a necessary and integral part of the process of repair conservation or rebuilding)
3. the costs of conservation or scientific analysis of materials or objects retrieved in the course of any archaeological exercise

Limit

£100,000 any one claim

29 Temporary storage

The necessary and reasonable costs incurred by **you** as a tenant for the temporary storage of **contents** following **damage** to the buildings by any cause not otherwise excluded by this policy

Provided that there is no other insurance in force

Limit

£25,000 any one period of insurance

30 Loss avoidance measures

The reasonable costs incurred by **you** in taking reasonable but exceptional measures to prevent or mitigate impending **damage** to the **item(s) insured** by any cause not otherwise excluded by this policy

Provided that

1. if **damage** had occurred it would have resulted in a claim that would have been accepted by **us** under this section of the policy
2. **we** are satisfied that **damage** has been prevented or mitigated by means of exceptional measures
3. the terms conditions and exclusions of this section and the policy apply as if **damage** had occurred
4. the amount **we** will pay will be no greater than the cost of **damage** which would have otherwise occurred

Limit

£10,000 any one occurrence or series of events arising out of one occurrence

Memoranda**1 Reinstatement basis of settlement in the event of a claim**

Applicable unless stated otherwise in the schedule

Subject to the following special conditions the basis upon which the amount payable in respect of

1. **contents** but excluding bed linen personal belongings and **stock**
2. **buildings**

is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose 'reinstatement' means

- a. the rebuilding or replacement of property lost or destroyed which provided **our** liability is not increased may be carried out
 - i. in any manner suitable to **your** requirements
 - ii. upon another site
- b. the repair or restoration of property damaged in the case of 1. or 2. to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions applicable to memorandum 1

1. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the time of commencement of any **damage** **our** liability shall not exceed that proportion of the amount of the **damage** which the said sum insured adjusted for index-linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time

2. **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
3. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - a. unless reinstatement commences and proceeds without unreasonable delay
 - b. until the cost of reinstatement shall have been actually incurred
 - c. if the property insured at the time of its **damage** shall be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement
4. All the terms and conditions of the policy shall apply
 - a. in respect of any claim payable under this memorandum except in so far as they are varied hereby
 - b. where claims are payable as if this memorandum had not been incorporated

2 Day One Basis – non-adjustable

This applies if a Day One figure is shown against an item in the schedule

1. **You** have agreed the declared value incorporated in each item to which this extension applies and the premium has been calculated accordingly 'declared value' means **your** assessment of the cost of reinstatement of the property insured (as defined in the Reinstatement memorandum) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for
 - a. the additional cost of reinstatement to comply with the stipulations defined in the European Union and Public Authorities (including undamaged portions) extension
 - b. professional fees
 - c. debris removal costs
2. At the inception of each period of insurance **you** shall notify **us** of the declared value of the property insured by each of the said item(s)

In the absence of such declaration the last amount declared by **you** (adjusted to reflect index-linking) shall be taken as the declared value for the ensuing period of insurance
3. In respect of each item to which this extension applies the following replace Special conditions 1. and 4. of the Reinstatement memorandum
 1. Each item insured under this memorandum is declared to be separately subject to the following condition of underinsurance namely if at the time of **damage** the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph 1 of the Day One memorandum) at the inception of the period of insurance then **our** liability shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement

4. Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this memorandum had not been incorporated the rights and liabilities of the **Company** and the **Insured** in respect of the **damage** shall be subject to the terms of the policy including any condition of underinsurance as if this memorandum had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this memorandum

3 Index-linking

The sum insured and where applicable the declared value of each **item insured** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

4 Underinsurance

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each **item insured** is subject to the following condition of underinsurance

If the property insured by any item of this section shall at the commencement of any **damage** to such property be collectively of greater value than such sum insured as adjusted for index-linking **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

5 Other interests

The interest in the insurance by this section of the various mortgagees lessors and freeholders of the property is noted

Exclusions

We shall not be liable in respect of

1. **damage** caused by pollution or contamination but this shall not exclude **damage** to the property insured not otherwise excluded caused by
 - a. pollution or contamination which itself results from any of the **insured events** other than 15 Accidental damage
 - b. any of the **insured events** other than 15 Accidental damage which itself results from pollution or contamination
2. consequential loss of any kind
3. **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

2 Property damage plus

The schedule will show if this section applies and the cover in force

Definitions

Each time the following appears in this section in bold italic type (or in capital letters in the schedule) it will take the specific meaning shown below

Where it is not highlighted in this manner the normal everyday meaning will apply

Item(s) insured

means the items insured shown in the Property damage plus section of the schedule

Cover A – Extended cover

We will indemnify **you** (by payment up to the value of the **item insured** at the time of the loss or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **items insured** by any cause not specifically excluded happening within the location stated in the schedule and during the period of insurance

Provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured

Cover A – Memoranda

1 Reinstatement basis of settlement in the event of a claim

Applicable unless stated otherwise in the schedule

The basis upon which the amount payable in respect of the property insured by this section is to be calculated shall be

1. where the property is lost or destroyed its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
2. where property is damaged the repair of the **damage** and restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

2 Index-linking

The sum insured by each **item insured** under this section will be adjusted in accordance with suitable indices selected by **us** and the annual renewal premium will be amended accordingly

3 Reinstatement of sum insured

In consideration of **your** agreement to pay such additional premium as may be required **we** will automatically reinstate the sum insured in full after **damage** has occurred provided that **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum insured

Cover B – Deterioration of stock

We will indemnify **you** by payment up to the value of the **items insured** at the time of loss in respect of **damage** to the contents of the chill or deep freeze unit(s) described in the schedule as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes happening during the period of insurance and if incurred the necessary and reasonable cost of hiring temporary alternative freezing space

Provided that **our** liability in any one period of insurance shall not exceed the limit of cover shown in the schedule

Cover B – Memorandum

Reinstatement of sum insured

In consideration of **your** agreement to pay such additional premiums as may be required **we** will automatically reinstate the sum insured in full after **damage** has occurred provided that **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that we will not reinstate the sum insured

Special condition – Cover A & B

Underinsurance

If the property insured by any item of this section shall at the time of any **damage** to such property be collectively of greater value than such sum insured by that item as adjusted by index-linking **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

Exclusions

Exclusions applying to Cover A

We shall not be liable for

1. **damage** occasioned by or happening through gradual deterioration depreciation mechanical or electrical breakdown failure or breakage wear and tear atmospheric and climatic conditions (other than storm or flood) pollution or contamination rust dust moth **vermin** or any process of cleaning dyeing restoration or repair to which the property is subjected delay confiscation detention or destruction by order of the government or any public authority
2. breakage of electrical valves bulbs or tubes unless the equipment in which they are contained is damaged at the same time
3. consequential loss of any kind
4. **damage** to a trailer or caravan whilst attached to or being towed by a motor vehicle
5. **damage** due to theft attempted theft malicious persons or vandals whilst the property is contained in an unattended vehicle unless
 - a. the motor vehicle is locked at all points of access
 - b. there are visible signs of forcible or violent entry to the vehicle
 - c. the property unless permanently fixed in position is out of sight in a locked compartment or locked boot within the vehicle

Exclusions applying to Cover B

We shall not be liable for

1. **damage** caused by **your** failure to pay for the electricity or gas supply or the deliberate withholding or restricting of supplies by any public utility supplier
2. **damage** to freezer contents where the freezer or compressor is more than 15 years old unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract
3. the **excess** specified in the schedule
4. **damage** insured under Section 1 Property damage extension 17 – Freezer contents

3 Equipment breakdown

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Accident(s)

means

1. electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force
2. artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
3. **explosion** or **collapse** of steam boilers steam pipes steam engines or steam turbines owned or leased by **you** or operated under **your** control
4. **damage** to steam boilers steam pipes steam engines or steam turbines caused by or resulting from any condition or event inside such boilers or equipment
5. **damage** to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such equipment

Additional expenses

means expenses incurred to clean up or dispose of the **covered equipment** resulting from contamination by a **hazardous substance**

Breakdown

means

1. 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
2. fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
3. the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

Collapse

means 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 internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

Computer equipment

means equipment that is electronic computer or other data processing equipment including **media** software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible

Covered equipment

means equipment owned by **you** or for which **you** are responsible built to operate under vacuum or pressure (other than weight of contents) or used for the generation transmission or utilisation of energy including but not

limited to

1. heating systems and hot water heaters
2. air circulation ventilation air conditioning and non-process refrigeration systems
3. electrical panels emergency generators and electrical distribution systems
4. security alarm systems
5. lifts and escalators
6. office equipment including telephone systems fax machines copiers and printers
7. retail equipment bar-code scanners credit and debit card payment systems and cash registers
8. forklift trucks at the **premises**
9. **computer equipment**

Excluding

1. any structure foundation masonry brickwork cabinet compartment or air supported structure or building
2. any insulating or refractory material
3. any sewer piping underground vessels or piping or piping forming a part of a sprinkler system
4. any water piping other than boiler feedwater piping boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
5. any vehicle or mobile lifting equipment (other than forklift trucks at the **premises**) or aircraft or floating vessel including any equipment mounted on such vehicle or mobile lifting equipment or aircraft or floating vessel
6. any dragline excavation or construction plant or equipment
7. any tool die cutting edge crushing surface trailing cable non metallic lining driving belt or band or any other part requiring periodic renewal
8. any equipment manufactured by **you** for sale
9. kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters

Explosion

means the sudden and violent rending of the **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

Hazardous substance

means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

Media

means all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment

Cover

We will indemnify **you** (by payment up to the value of **covered equipment** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage to covered equipment** at the **premises** by any **accident** happening during the period of insurance

Our liability in any one period of insurance shall not exceed the sum insured under the appropriate section of material damage insurance provided by this policy for each item of **covered equipment** nor in all the total sum insured subject to the maximum liability below

Maximum liability

The total amount **we** will pay in respect of this section shall not exceed £5,000,000 in any one period of insurance subject to a limit of £100,000 any one period of insurance for **computer equipment**

If an initial **accident** causes other **accidents** all will be considered one **accident**

All **accidents** that are the result of the same event will be considered one **accident**

Extensions

The insurance by this section is extended to include the following

These extensions do not increase the limits or sums insured that apply

1 Computer equipment

Damage caused by or resulting from an **accident** to **computer equipment** occurring whilst anywhere in the European Union but only whilst in the custody or control of **you** or **your** employee or **your authorised volunteer**

Limit

£100,000 any one period of insurance

2 Reinstatement of Data

We will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of an **accident** to **computer equipment**

Providing that

1. **Our** liability is limited solely to the cost of reinstating data to **media**
2. **We** shall not be liable for any losses discovered later than 180 days after the loss was initiated
3. **We** shall not be liable for loss or **damage** to software
4. **We** shall not be liable under this extension for costs more specifically described under extension 3 Increased Cost of Working

Special condition - Back-up records

It is a **condition precedent to liability** that **you** shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the makers recommendation

Limit

£25,000 any one period of insurance

3 Increased Cost of Working

We will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of an **accident** to **computer equipment**

Limit

£25,000 any one period of insurance

4 Business interruption

If the Business interruption section of this policy is operative **we** will pay to **you** in respect of each item in the business interruption schedule the loss occurring

during the indemnity period (as defined in the Business interruption section) following an **accident** to **covered equipment** that results in the **business** being interrupted or interfered with

Our liability shall not exceed the sum insured for each item nor in all the total sum insured and in any event **our** maximum liability shall not exceed £30,000 any one period of insurance

5 Hazardous substances

Damage to **covered equipment** at the **premises** caused by contamination by a **hazardous substance** including any **additional expenses** incurred and if the Business interruption section of this policy is operative loss occurring during the indemnity period (as defined in the Business interruption section) in consequence of the **business** carried on by **you** at the **premises** being interrupted or interfered with

Limit

£6,000 any one period of insurance

6 Expediting expenses

Reasonable costs necessarily incurred by **you** to make temporary repairs and expedite permanent repairs or permanent replacement of damaged **covered equipment**

Limit

£15,000 any one period of insurance

7 European Union and Public Authorities

If in force the European Union and Public Authorities extension of the Property damage section of this policy applies to **covered equipment** damaged as a result of an **accident**

Limit

£15,000 any one period of insurance

8 Loss avoidance measures

Reasonable costs necessarily incurred by **you** to take exceptional measures to prevent or mitigate impending **damage** to **covered equipment** as a result of an **accident**

Provided that

1. **damage** would reasonably be expected if such measures were not implemented
2. **we** are satisfied that **damage** has been avoided or mitigated by means of the exceptional measures
3. the amount payable will be limited to the cost of **damage** which would have otherwise occurred
4. the terms conditions and exclusions of this section and the policy apply as if **damage** had occurred
5. if **damage** had occurred it would have resulted in a claim that would have been accepted by **us** under this section of the policy

Limit

£5,000 any one period of insurance

Memorandum

Reinstatement basis of settlement in the event of a claim

Applicable unless stated otherwise in the schedule

Subject to the following special conditions the basis upon which the amount payable in respect of **covered equipment** is to be calculated shall be the reinstatement of the **covered equipment** that is the subject of an **accident**

For this purpose 'reinstatement' means

1. the replacement of **covered equipment** that is the subject of an **accident** which provided **our** liability is not increased may be carried out
 - a. in any manner suitable to **your** requirements
 - b. upon another site
2. the repair or restoration of **covered equipment** that is the subject of an **accident**

In the case of 1. or 2. to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special condition applicable to this memorandum

1. **Our** liability for the repair or restoration of **covered equipment** that is the subject of an **accident** shall not exceed the amount payable for replacement of the **covered equipment**
2. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - a. unless reinstatement commences and proceeds without unreasonable delay
 - b. until the cost of reinstatement shall have been actually incurred
3. All the terms and conditions of the policy shall apply
 - a. in respect of any claim payable under this memorandum except in so far as they are varied hereby
 - b. where claims are payable as if this memorandum had not been incorporated

Exclusions

We shall not be liable in respect of

1. **damage** caused by or resulting from
 - a. 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. depletion deterioration corrosion erosion wear and tear or other gradually developing conditions unless such **damage** results from an **accident**
 - c. mould fungus mildew or yeast
 - d. the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul
 - e. installation erection dismantling re-siting transportation or removal of **covered equipment** other than zitting transportation or removal under its own power whilst at its operating site
 - f. accidental failure of the power expense
2. **damage to computer equipment** due to its **breakdown** unless **you** have in force a maintenance agreement with the manufacturers or other approved company in respect of the **computer equipment** providing for
 - a. free repairs to or replacement of the **computer equipment** following **breakdown** or stoppage from any internal cause other than **your** negligence
 - b. preventative maintenance or adjustment of mechanical moving parts

We will not cover **you** for **damage to computer equipment** which is recoverable under the maintenance agreement warranty or guarantee

3. in respect of extension 4 Business interruption any delay in resuming operations resulting from the need to reconstruct or re-input data or programs on **media** nor for the costs incurred in so doing
4. any liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency of **covered equipment**
5. any consequence of civil commotion assuming the proportion of or amounting to a popular uprising martial law or the act of any lawfully constituted authority
6. **damage** resulting from malicious persons riot civil commotion strikers locked-out workers or persons taking part in labour disturbances occurring in Northern Ireland
7. **damage** directly or indirectly caused by or in consequence of confiscation or nationalisation or requisition or destruction of or damage to **covered equipment** by or under the order of any government or public or local authority
8. **damage** cost or expense that is or can be insured elsewhere in this policy
9. **damage** caused by or resulting from the deliberate act of any person carried out with the intention to cause **damage**
10. **damage** to livestock plants or perishable stock

4 Business interruption

The schedule will show if this section applies and the cover in force

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax

For the purpose of these definitions any adjustments implemented in current cost accounting shall be disregarded

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Adjusted

means adjusted as necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**

Annual rent receivable

means the **rent receivable** during the 12 months immediately before the date of the **damage adjusted**

Annual revenue

means the **revenue** during the 12 months immediately before the date of the **damage adjusted**

Annual turnover

means the **turnover** during the 12 months immediately before the date of the **damage adjusted**

Computer equipment

means equipment that is electronic computer or other data processing equipment including all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible

Damage

means as defined under 'Cover' of this section

Estimated gross profit or estimated revenue or estimated rent receivable

means the amount declared by **you** to **us** as representing not less than the **gross profit** or **revenue** or **rent receivable** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the maximum indemnity period detailed in the schedule exceeds 12 months)

Gross profit

means the amount by which the sum of the amount of the **turnover** and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of purchases and discounts relating thereto bad debts and

any other expenses specified in the schedule (as defined in **your** books and accounts)

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with **your** normal accountancy methods due provision being made for depreciation

Indemnity period

means the period beginning with the occurrence of the **damage** and ending not later than the expiry of the maximum indemnity period specified in the schedule thereafter during which the results of the **business** shall be affected in consequence of the **damage**

Insured events

means unless stated otherwise in the schedule those events which are insured by the Property damage section provided that for the purpose of this section 'explosion' shall include explosion of any boiler or economiser on the **premises**

Rate of gross profit

means the rate of **gross profit** earned on the **turnover** during the financial year immediately before the date of the **damage**

Rent receivable

means the amount of the rent and service charges received or receivable from the letting of the **premises**

Revenue

means the money paid or payable to **you** for services rendered in the course of the **business** at the **premises**

Standard rent receivable

means the **rent receivable** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** appropriately adjusted where the maximum indemnity period detailed in the schedule exceeds 12 months **adjusted**

Standard revenue

means the **revenue** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** appropriately adjusted where the maximum indemnity period detailed in the schedule exceeds 12 months **adjusted**

Standard turnover

means the **turnover** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** appropriately adjusted where the maximum indemnity period detailed in the schedule exceeds 12 months **adjusted**

Supplier(s)

means suppliers to **you** of goods or services other than electricity gas water or telecommunications services

Turnover

means the money paid or payable to **you** for services rendered and for goods sold and delivered in the course of the **business** at the **premises**

Cover

If any building or other property used by you at the **premises** specified in the schedule for the purpose of the **business** is destroyed or damaged during the period of insurance by any of the **insured events** (destruction

or damage so caused being termed **damage**) and the **business** carried on by **you** at the **premises** is in consequence interrupted or interfered with

We will pay to **you** in respect of each item in the schedule the amount of loss occurring during the **indemnity period** resulting from such **damage** in accordance with the terms of this section

Provided that

1. **our** liability shall not exceed the sum insured for each item nor in all the total sum insured
2. at the time of the **damage** there shall be an insurance in force covering **your** interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made under such insurance solely owing to the operation of an **excess**)

Amount payable

Gross profit items

The amount payable is limited to loss of **gross profit** due to (a) reduction in **turnover** and (b) increase in cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

1. in respect of reduction in **turnover** the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard turnover**
2. in respect of increase in cost of working the additional expenditure (subject to the provisions of the uninsured standing charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the **damage**

Provided that

1. Sum insured basis

If the sum insured basis applies and the sum insured by this item be less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple thereof where the maximum indemnity period detailed in the schedule exceeds 12 months) the amount payable shall be proportionately reduced

2. Declaration-linked basis

Notwithstanding proviso 1. in 'Cover' **our** liability in respect of any estimated gross profit item shall not exceed 133 $\frac{1}{3}$ % of the Estimated Gross Profit stated in the schedule

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

Amount payable

Revenue items

The insurance under this section in respect of **revenue** is limited to 1. loss of revenue and 2. increase in cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

1. in respect of loss of **revenue** the amount by which the **revenue** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard revenue**
2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **revenue** thereby avoided less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **revenue** as may cease or be reduced in consequence of the **damage**

Provided that

1. Sum insured basis

If the sum insured basis applies and the sum insured by this item be less than the **annual revenue** (or a proportionately increased multiple of it where the maximum indemnity period detailed in the schedule exceeds 12 months) the amount payable shall be proportionately reduced

2. Declaration-linked basis

Notwithstanding proviso (1) in 'Cover' **our** liability in respect of any **estimated revenue** item shall not exceed 133 $\frac{1}{3}$ % of the Estimated Revenue stated in the schedule

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

Amount payable

Rent receivable items

The insurance under this section in respect of **rent receivable** is limited to (a) loss of **rent receivable** and (b) additional expenditure occurring during the **indemnity period** and the amount payable as indemnity shall be

1. in respect of loss of **rent receivable** the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard rent receivable**
2. in respect of additional expenditure the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **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 the reduction in **rent receivable** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses payable out of **rent receivable** as may cease or be reduced in consequence of the **damage**

Provided that

1. **Sum insured basis**

If the sum insured basis applies and the sum insured by this item be less than the **annual rent receivable** (or a proportionately increased multiple of it where the maximum indemnity period detailed in the schedule exceeds 12 months) the amount payable shall be proportionately reduced

2. **Declaration-linked basis**

Notwithstanding proviso 1. in 'Cover' **our** liability in respect of any estimated rent receivable item shall not exceed 133 $\frac{1}{3}$ % of the **estimated rent receivable** stated in the schedule

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

Amount payable

Additional cost of working items

The insurance under this section in respect of additional cost of working is limited to additional cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

The additional expenditure including

1. the cost of moving to and from temporary premises and the additional rent rates and taxes thereon
2. expenses incurred in equipping temporary premises to make them suitable for **your business**
3. additional cost in respect of lighting heating and water
4. additional cost in respect of additional staff and overtime and allowances to existing staff

all reasonably incurred in order to minimise any interruption or interference with the **business** or undertaking during the **indemnity period**

Alternative trading clause

If during the **indemnity period** services are provided goods are sold or the **business** is conducted elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable for such services sales or rent will be taken into account in arriving at the **gross profit revenue** or **rent receivable** during the **indemnity period**

Uninsured standing charges clause

If any standing charges of the **business** are not insured by this section (having been deducted in arriving at the **gross profit**) then in computing the amount recoverable as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the **gross profit** bears to the sum of the **gross profit** and the uninsured standing charges

Professional accountants' charges

Any particulars or details contained in your books of account or other business books or documents which may be requested by **us** under Claims condition number 3 for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for **you** and their report shall be prima facie evidence of the particulars and details to which such report relates

We will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by us under the terms of Claims condition number 3

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this section shall in no case exceed the sum insured

Payments on account

Payments on account will be made during the **indemnity period**

Extensions

Unless specifically stated otherwise these extensions do not increase **our** liability as stated under 'Cover' in this section

The insurance by this section is extended to cover loss as insured hereunder directly resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of the following

1 Prevention of access - Damage

Access to or use of the **premises** being prevented or hindered by **damage** to neighbouring property

Excluding

1. any loss covered under the Utilities extension
2. any period when access to the **premises** was not prevented or hindered

2 Prevention of access - Non-damage

Access to or use of the **premises** being prevented or hindered by

1. any action of government police or local authority due to an emergency which could endanger human life or neighbouring property
2. any bomb scare at or in the vicinity of the **premises**

Excluding

1. any restriction of use of less than 4 hours
2. any period when access to the premises was not prevented or hindered
3. closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease) food poisoning defective drains or other sanitary arrangements
4. closure or restriction in the use of the **premises** due to **vermin**

Limit

£10,000 any one period of insurance

Special conditions

1. For the purpose of part 2. of this extension the General exclusion Terrorism does not apply
2. The maximum indemnity period under this extension will not exceed 3 months

3 Utilities

Damage by any of the *insured events* at any

1. generating station or sub-station of the electricity supply undertaking
2. land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
3. water works or pumping station of the water supply undertaking
4. land-based premises of the telecommunications undertaking

from which **you** obtain electricity gas water or telecommunications services

Provided that **our** liability under this extension in respect of any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule

4 Suppliers extension

Damage by any of the *insured events* at the site of the following all within the *geographical limits*

1. any *supplier* specified in the schedule up to the limit shown against their name If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of 133 1/3 of the relevant estimate but not exceeding £100,000 any one incident
2. Unspecified *suppliers*

Limit

£50,000 any one incident

5 Customers extension

Damage by any of the *insured events* at the site of any of **your** customers within the *geographical limits*

Limit

£15,000 any one incident

6 Book debts

If following **damage** to **your** records at the *premises* by any of the *insured events* **you** are unable to trace outstanding debit balances owed to **you** **we** will indemnify **you** for such loss in the following terms

1. **We** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced in respect of such balances
2. **We** will pay for the additional expenditure incurred with **our** previous consent in tracing and establishing customers' debit balances after the **damage**
3. **We** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim

Excluding loss arising from misfiling erasure distortion deliberate falsification of business records abnormal condition of trade or from bad debts

The most **we** will pay under this extension is £50,000 any one claim

Special condition applicable to this extension

It is a **condition precedent to liability** under this extension that **you** keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept

7 Specified disease murder food poisoning defective sanitation vermin

1. any occurrence of a *specified disease* being contracted by a person at the *premises*;
2. any discovery of an organism at the *premises* likely to result in the occurrence of a *specified disease* being contracted by a person at the *premises*;
3. any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the *premises*;
4. any accident causing defects in drains or other sanitary arrangements at the *premises*; which causes restrictions in the use of the *premises* on the order or advice of the competent local authority
5. any discovery of *vermin* at the *premises*;
6. murder rape or suicide at the *premises*

Definition specific to this extension**Specified disease**

means

Acute encephalitis
 Acute poliomyelitis
 Anthrax
 Cholera
 Diphtheria
 Dysentery
 Legionellosis
 Legionnaires' disease
 Leprosy
 Leptospirosis
 Malaria
 Measles
 Meningitis
 Meningococcal septicaemia (without meningitis)
 Mumps
 Ophthalmia neonatorum
 Paratyphoid fever
 Plague
 Rabies
 Relapsing fever
 Rubella
 Scarlet fever
 Smallpox
 Tetanus
 Tuberculosis
 Typhoid fever
 Typhus fever
 Viral haemorrhagic fever
 Viral hepatitis
 Whooping cough
 Yellow fever

Special conditions applicable to this extension

- We** shall not be liable under this extension for any costs incurred in the cleaning repair replacement recall or checking of property
- We** shall only be liable for the loss arising at those **premises** which are directly affected by the occurrence discovery or accident
In the event that the policy includes an extension which deems **damage** at other locations to be **damage** at the **premises** such extension shall not apply to this extension
- Indemnity period** shall mean the period during which the results of the **business** shall be affected in consequence of the occurrence discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of (f) above with the date of occurrence) and ending not later than three months thereafter
- Our** liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £250,000 or 25% of a. the sum insured by the items or b. the limit of our liability by the items if the declaration-linked basis applies
- in respect of 5. **you** must obtain **our** consent before **you** restrict the use of the **premises**

8 Failure of supply

Failure of the supply to **your premises** of electricity gas or water

Excluding

- the deliberate act of the supplier in withholding or restricting supply
- any restriction caused by strikes or labour disputes
- any restriction of use of less than 4 hours
- drought
- other atmospheric and weather conditions unless failure is due to **damage** caused by such conditions

Limit

£10,000 any one incident

9 Failure of telecommunication services

Failure of the telecommunication services at the **premises** following **damage** of or to telecommunications property anywhere in the **geographical limits**

Excluding

- any restriction of use of less than 4 hours
- the failure of any telecommunication services received via satellite
- any restriction caused by strikes or labour disputes

Limit

£10,000 any one incident

10 Other venues

Damage by any of the **insured events**

- occurring at any premises not in **your** occupation within the **geographical limits** where **you** are holding a fundraising event exhibition or carrying out a contract
- to **your** property for use in connection with the event or exhibition whilst anywhere within the **geographical limits** including whilst in transit by road rail or inland waterway

Limit

£10,000 any one incident

11 Reinstatement of Data

We will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of

- damage** to **computer equipment** at **your premises** or
- loss or destruction of **computer equipment** that is insured by the Property damage plus section

Providing that

- our** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment
- we** shall not be liable for any losses discovered later than 180 days after the loss occurred
- we** shall not be liable for loss or damage to software
- we** shall not be liable under this extension for costs more specifically described under extension 12 Computers - Increased Cost of Working

Special condition - Back-up records

It is a **condition precedent to liability** that **you** shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the makers recommendations

Limit

£25,000 any one period of insurance

12 Computers - Increased Cost of Working

We will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of

- damage** to **computer equipment** at **your premises** or
- loss or destruction of **computer equipment** that is insured by the Property damage plus section

Limit

£25,000 any one period of insurance

13 Storage sites

Damage at the site of the following all within the **geographical limits**

- any of **your** storage sites specified in the schedule up to the limit shown against their name
If the limit is expressed as a percentage of the relevant sum insured or a percentage of 133 1/3 of the relevant estimate but not exceeding £100,000 any one incident
- any of **your** unspecified storage sites

Limit

£50,000 any one incident

14 Archaeological digs

If a claim is accepted by **us** under this section and the interruption or interference which is the subject of the claim is increased by an archaeological exercise which follows discoveries made due to the occurrence of **damage we** will pay the additional amount of loss resulting from the increased interruption or interference

The total amount **we** will pay will not exceed 10% of the sum insured by each item or £100,000 whichever is the less

Memorandum**Index-linking**

The sum insured for each item insured (but not extension limits) under this section other than **rent receivable** and additional cost of working items shall be adjusted in accordance with a suitable index selected by **us**

The annual renewal premium will be amended accordingly

Special conditions**1 Renewal clause****Declaration-linked basis**

You shall prior to each renewal supply **us** with the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** for the financial year most nearly concurrent with the ensuing year of insurance

2 Premium adjustment clause**1. Sum insured basis**

If the **gross profit** or **revenue** or **rent receivable** earned whichever is applicable (or proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) during the financial year of 12 months most nearly concurrent with any period of insurance as certified by **your** auditors is less than the sum insured a pro rata return of premium not exceeding 50% of the premium paid on each sum insured for such period of insurance will be made in respect of the difference

If any **damage** occurs which gives rise to a claim under this section the return in premium made will be in respect of the difference in **gross profit** or **revenue** or **rent receivable** which is not due to the **damage**

2. Declaration-linked basis

The first and annual premiums are provisional and are based on the **estimated gross profit** or **estimated revenue** or **estimated rent receivable**

You shall supply **us** with not later than six months after the expiry of each period of insurance a declaration confirmed by **your** auditors of the **gross profit** or **revenue** or **rent receivable** earned during the financial year most nearly concurrent with the period of insurance

If any **damage** shall have occurred giving rise to a claim for loss of **gross profit** or **revenue** or **rent receivable** the above-mentioned declaration shall be increased by **us** for the purpose of premium adjustment by the amount by which the **gross profit** or **revenue** or **rent receivable** was reduced during the financial year solely in consequence of the **damage**

If the declaration (adjusted as provided above and proportionately increased where the maximum indemnity period exceeds 12 months)

- a. is less than the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** for the relative period of insurance **we** will allow a pro rata return of premium paid on the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** but not exceeding 50% of such premium
- b. is greater than the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** for the relative period of insurance **you** shall pay a pro rata addition to the premium paid on the **estimated gross profit** or **estimated revenue** or **estimated rent receivable**

5 Liabilities

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Act of terrorism

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

Bodily injury

means bodily injury death disease or illness

Business

means that which has been described in the schedule and which is conducted solely from premises in the **geographical limits** including

1. fundraising activities undertaken with the full knowledge and authority and under the control of the **Insured** anywhere within the **geographical limits**
2. the ownership repair and maintenance of **your** property and premises
3. the provision of catering social sports and welfare facilities for **employed persons** and first aid medical and ambulance services
4. the provision of fire and security services maintained only for the protection of premises owned or occupied by **you**
5. private work undertaken by an **employed person** with **your** prior consent for a director trustee partner or **employee of yours**
6. participation in trade shows or exhibitions within the European Union

but this does not include any work undertaken **offshore**

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Employed person

means

1. any **employee**
2. a. any person supplied to or hired or borrowed by **you** or on **your** behalf
or
b. any work experience student or youth training scheme participant while under **your** direct control and supervision

Employee

means any person under a contract of service or apprenticeship with **you** and **authorised volunteers**

Event(s)

means one occurrence or series of occurrences arising from or attributable to one source or original cause

Injury

means **bodily injury** wrongful arrest or false imprisonment

Legal costs

means

1. claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this policy
2. a. the costs of legal representation at
 - i. any coroner's inquest or inquiry in respect of any death
 - ii. proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this section of the policy
- b. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy incurred with **our** prior written consent

Offshore

means embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel

Pollution or contamination

means **injury** or **damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere

Principal

means any party (other than a director trustee partner officer committee member or **employee of yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with the **business**

Products

means goods (including containers and packaging) not in **your** custody or control sold supplied installed erected serviced repaired altered or treated by **you** in connection with the **business**

Any error in the sale supply or presentation of such goods is included in this definition

Property

Means material property but this does not include **data**

You/your/yours

means the Insured named in the schedule

Unless **we** specifically state otherwise **we** will also indemnify

1. your personal representatives in respect of legal liability incurred by **you**
2. at **your** request
 - a. any principal
 - b. any director trustee partner officer committee member or **employed person of yours** in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**

3. any officer or member of **your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
4. any director trustee partner officer committee member or **employee** of **yours** in respect of private work carried out with **your** prior consent by an **employed person** for such director trustee partner officer committee member or **employee**

We will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

Cover 1 – Employers’ liability

This insurance is provided on a ‘Costs inclusive’ basis

This means that **legal costs** are included within the limit of indemnity specified in the schedule

Cover

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** in respect of **bodily injury** to an **employed person** caused during the period of insurance and arising out of and in the course of their employment with **you**

1. within the **geographical limits** or
 2. while temporarily outside these territories
- in connection with the **business**

The total amount **we** will pay in respect of

1. any one **event** which is directly or indirectly caused by results from or is in connection with an **act of terrorism** shall not exceed £5,000,000
If **we** allege the **bodily injury** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**
2. any other **event** shall not exceed the limit of indemnity shown in the schedule

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees

You will repay any sums paid by **us** which we would not have been obliged to pay but for the provisions of such law

Exclusion

No indemnity will be provided in respect of any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

Extensions

Each of the following is subject to the terms of the policy

1 Unsatisfied court judgements

Where a judgement for damages has been obtained

1. by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**
2. in any court situated within the **geographical limits**
3. against any company or individual operating from premises within the **geographical limits**
4. which remains unsatisfied in whole or in part six months after the date of the judgement

we will at **your** request pay to the **employee** or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding

Any payment under this extension is conditional upon the judgement being assigned to **us** by the **employee** or their personal representatives

2 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors trustees or partners £500
Any **employee** £250

3 Corporate manslaughter defence costs

Cover is extended to indemnify the policyholder in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the **business**

Provided that:

1. **our** liability under this extension shall not exceed £5,000,000 in any one period of insurance
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
2. if this policy provides legal expenses insurance this extension shall only operate in respect of any additional amount beyond the amount payable under the legal expenses section
3. where **we** have already provided an indemnity in respect of any legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same **event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating **our** liability under this extension
4. **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf
5. **you** shall notify **us** immediately about any summons or other process served upon **you** which may give rise to a claim under this extension
6. any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

1. where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
However this exclusion shall not apply in the circumstances outlined in proviso (b)
2. in respect of any proceedings which result from any deliberate act or omission of the policyholder or any partners directors or managerial employees of the policyholder while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
3. in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

Cover 2 – Public & products liability

This insurance is provided on a ‘Costs in addition’ basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified in the schedule

Cover

We will indemnify **you** against **your** legal liability to pay damages arising out of

1. accidental **injury** of any person
2. accidental **damage** to property
3. nuisance trespass to land trespass to goods or interference with any easement of air light water or way

We will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **you** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **your business**

happening during the period of insurance and caused either in connection with the **business** or by **products**

We will in addition indemnify **you** against **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the limit of indemnity

The total amount **we** will pay in respect of damages for

- a. any one **event** (and all **events** happening during any period of insurance caused by **products**) which is directly or indirectly caused by or results from or is in connection with an **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to an **act of terrorism** shall not exceed the Public & products limit of indemnity as stated in the schedule or £5,000,000 whichever is the less
If **we** allege that the **injury** or **damage** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**
- b. any one **event**
- c. all events happening during any period of insurance caused by **products**
- d. all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule

Where **we** are liable to indemnify more than one person the total amount of indemnity to all parties including **you** in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule

Exclusions

No indemnity will be provided in respect of

1. any liability connected directly or indirectly in any way with any error or omission in the provision of professional services
2. any liability in respect of **bodily injury** to any **employed person** arising out of and in the course of their employment with **you** in connection with the **business**

3. any liability arising from **damage** to **property** which is owned or held in trust by **you** or which is in **your** custody or control

Exclusion 3. will not apply in respect of

- a. personal effects including vehicles and their contents belonging to **employees** directors trustees partners officer committee member or visitors
- b. premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**
- c. premises including fixtures and fittings hired by or leased rented or borrowed by **you** but **we** shall not be liable for
 - i. the first £250 of any **damage** other than caused by fire or explosion
 - ii. any liability arising solely under the terms of any contract or agreement
 - iii. any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
4. any liability arising from ownership possession or use by **you** or on **your** behalf of
 - a. any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
 - i. the use of plant as a tool of trade on site
 - ii. the use of plant at **your** premises
 - iii. the loading or unloading of any vehicle
 - iv. the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**
 - b. any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non- mechanically propelled waterborne craft of less than nine metres in length whilst operated on inland waterways or within three miles of the coast
5. any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
6. any liability arising from advice design or specification provided whether given for a fee or not
7. **damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
 - a. a defect
 - b. its unsuitability for its intended purpose
8. any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract

9.
 - a. fines or penalties
 - b. liquidated damages
 - c. any compensation awarded by a court of criminal jurisdiction
 - d. multiplied aggravated exemplary or punitive damages
10. any liability arising from
 - a. the use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
 - b. **products** sold or supplied on **your** behalf from any premises situated in the United States of America or Canada
 - c. **products** exported by **you** or on **your** behalf to the United States of America or Canada
11. any liability arising from
 - a. **products** incorporated in any craft designed to travel through air or space
 - b. **products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
 - c. **products** incorporated in mechanically propelled which could affect their safety
 - d. **products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation and which have been specifically supplied by **you** for that purpose
12. any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**
 However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual **business** or any contract work undertaken and
 - a. **you** have complied with any legal obligations to manage **asbestos** and
 - b. any discovery of **asbestos** by **you** is unintentional and accidental and
 - c. where upon discovery of **asbestos** all work immediately stops and
 - d. a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
13. arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
14. any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union
15. any liability arising from **damage to property** where there is a requirement to arrange cover under clause 6.5 of the 2005 JCT conditions or any similar contract clause
16. any liability directly or indirectly caused by resulting from or in connection with an **act of terrorism** arising at
 - a. **premises** of 40 storeys or more
 - b. sports stadia exhibitions theatres or music venues where attendance may exceed 2,500 people at any one time

Extensions

Each of the following is subject otherwise to the terms of this policy

1 Cross liabilities

If **you** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **event** not exceeding the limit of indemnity

2 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors trustees or partners £500

Any **employee** £250

3 Contingent motor liability

Notwithstanding exclusion 4 regarding vehicles **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**

We will not provide an indemnity in respect of

- a. **damage** to such vehicle or any property contained or being transported within it
- b. **injury** or **damage** arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)
- c. circumstances where **you** are entitled to indemnity under any other insurance
- d. **injury** or **damage** arising outside the **geographical limits**

4 Data protection extension

Definition specific to this extension

Data protection legislation

means the Data Protection Act 1998 or any subsequent legislation that specifically replaces this act

We will indemnify **you** against **your**

1. legal liability to pay damages and **legal costs** for material and non-material damage
2. defence costs and prosecution costs awarded against **you**

resulting from any breach or alleged breach of **data protection legislation** happening during the period of insurance arising out of the conduct of **your business**

We will not provide any indemnity in respect of

- a. the payment of fines penalties punitive or exemplary damages
- b. the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- c. liability arising from or caused by a deliberate or intentional act or omission by **you**

- d. liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension
- e. legal liability where indemnity is provided by any other insurance

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim first made against **you** in the period of insurance in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for

- i. claims not insured by this extension
- ii. any claim or notice notified later than twenty-eight days after receipt of such claim or notice

The total amount **we** will pay in respect of

1. shall not exceed the limit of indemnity shown on the schedule
2. shall not exceed £100,000 any one claim and in the aggregate

5 Defective premises

We will indemnify **you** against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **injury** or **damage** in connection with premises or land disposed of by **you**

No indemnity will be provided

1. if **you** are entitled to indemnity under any other insurance
2. in respect of the cost of remedying any defect or alleged defect in the premises disposed of

6 Charity trustee insurance

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance

Cover applicable to this extension

1. **We** will indemnify
 - a. the **trustee** against all sums which the **trustee** becomes legally liable to pay as damages and all other costs and expenses as a result of the **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the period of insurance
 - b. the **Insured** against all sums which the **Insured** is required or permitted by law to pay to or on behalf of the **trustee** for the **trustee's** legal liability for damages and all other costs and expenses as a result of the **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the period of insurance
2. **We** will indemnify the **Insured** or **trustee** against all sums which the **Insured** or **trustee** becomes legally liable to pay as damages and all other costs and expenses including reasonable costs incurred for restoration as a result of a document relating to the **business** being subject to **damage** which is discovered during the period of insurance and notified to **us** within 30 days

Personal cover applicable to this extension

1. **We** will treat
 - a. the application for this insurance as a separate application for cover by each **trustee**
 - b. each claim made against any **trustee** and each loss suffered by any **trustee** as personal to that **trustee**
 - c. each claim for indemnity by any **trustee** as personal to that **trustee** and the right of each **trustee** to indemnity shall not be affected by the situation or conduct of anyone else
2. If the legal liability of the **trustee** is imputed or transferred to the lawful spouse of the **trustee** or any person deriving similar status in law **we** will provide to that person the personal indemnity to which the **trustee** would be otherwise entitled under this extension
3. If the **trustee** should die become insolvent or mentally incapacitated **we** will provide to the estate heirs legal representatives or assigns of the **trustee** the personal indemnity to which the **trustee** is entitled under this extension
4. If the lawful spouse of the **trustee** or any person deriving similar status in law is entitled to any indemnity under 2 above and dies becomes insolvent or mentally incapacitated **we** will provide that person's estate heirs legal representatives or assigns the personal indemnity to which that person is so entitled

We will not provide any indemnity in respect of

1. anything for which indemnity is provided under any other section of or extension to this policy or by any other source
2. anything which was done when known to be a **wrongful act** or ignoring that possibility
3. the consequences of any circumstances known by the **Insured** or **trustee** at the commencement of this cover which may give rise to a claim
4. liability arising from **bodily injury** to any person **damage** to property (other than as provided under paragraph (b) of this extension) or infringement of intellectual property rights
5. liability arising from the rendering of any counselling advice or other service
6. anything done in the capacity of **trustee** or administrator of any pension fund or scheme
7. any person committing or condoning any criminal dishonest or fraudulent act or omission
8. liability assumed by agreement unless liability would have attached without such agreement
9. liability arising from any failure to arrange or maintain insurance
10. any legal action brought in a court of law outside the **geographical limits**
11. liability arising from any allegation of unfair or wrongful dismissal and any other employment dispute
12. liability arising from anything manufactured sold or supplied by or on behalf of the **Insured**
13. liability arising from any wrongful act subsequent to the effective date of takeover or merger of the **Insured** by or with any other entity
14. liability arising from any
 - a. personal guarantee or assurance given by the **trustee** to anyone (other than the **trustee** giving assurance that the **trustee** has the authority to do something) or

- b. agreement that the **trustee** shall pay any penalty or fixed sum of money to anyone unless the **trustee** would still be legally liable even if that guarantee assurance or agreement did not exist
15. The first £250 of each and every claim made under this extension

The most **we** will pay under this extension in the period of insurance in respect of cover paragraph b. is £50,000 and for all other claims £100,000

All claims resulting from a single **wrongful act** will be deemed to have been made during the period in which the first claim was accepted by **us**

Definitions specific to this extension

Trustee

means anyone who is at any time a member trustee director officer or member of the management committee of the **Insured**

Wrongful act

Means any actual or alleged act which is wrongfully committed or attempted by the **trustee** when carrying out his or her duties as **trustee**

Special condition specific to this extension

The **Insured** shall submit annual reports and accounts to their appropriate regulatory authority in accordance with prescribed timescales

In the event of **your** auditor or independent examiner qualifying their opinion or expressing concerns about **your** accounts accounting procedures or financial position in any of **your** Report and Accounts notification of such qualification and subsequent action taken by **you** and **your** regulatory authority is to be notified to **us** as soon as reasonably possible

The cover provided by this extension is only in force if **you** have obtained if necessary the approval of the Charity Commission to acquire this type of cover and **you** have fulfilled any requirements of **your** Charity Regulator

7 Libel and slander

This insurance covers only those losses which arise from claims made against **you** during the period of insurance

We will indemnify **you** against **your** legal liability to pay damage and **legal costs** arising out of or caused by

1. the publication or utterance by **you** or on **your** behalf of a libel or slander
2. infringement of trademark registered design copyright or patent right

Provided that a claim is first made against **you** during the period of insurance

Limit

The most **we** will pay is £250,000 in any one period of insurance or the limit shown in the schedule

All claims arising from a single libel slander or infringement will be deemed to have been made during the period in which the claim was accepted by **us**

8 Corporate manslaughter defence costs

We will indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the **business**

Provided that

1. **our** liability under this extension shall not exceed the Public & products liability limit of indemnity as stated in the schedule or £5,000,000 whichever is the less in any one period of insurance
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
2. if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section
3. where **we** have already provided an indemnity in respect of any legal costs incurred in the defence of any criminal proceedings arising out of the same **event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating **our** liability under this extension
4. **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf
5. any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

1. where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
However this exclusion shall not apply in the circumstances outlined in proviso 2.
2. in respect of any proceedings which result from **your** deliberate act or omission or deliberate act or omission of any trustees managerial employees partners directors of **yours** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
3. in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

9 Additional clean up costs

Definitions specific to this extension

Environmental legislation

means any legislation enacted within the United Kingdom governing the

1. prevention and control of pollution and contamination
2. protection of the environment

Regulatory authority

means any statutory authority regulator or legal body which has authority under **environmental legislation** to legally require or order **remediation** or to conduct **remediation** itself and to recover the costs of doing so from others

Remediation

means the minimum level of works or operators necessarily conducted under the provisions of the **environmental legislation** to investigate treat remove dispose of curtail or minimise pollution but this will not include any works or operations

1. to reinforce reintroduce or restore flora or fauna
2. to restore natural habitats or species protected by **environmental legislation** or the services that those natural habitats or species perform
3. which improve the state or condition of land or water in comparison with its state or condition immediately prior to the incident that caused the **pollution or contamination**

We will indemnify **you** against **your** legal liability in respect of the cost of

1. **remediation** which you are legally required or ordered to conduct by a **regulatory authority**
2. reimbursing a **regulatory authority** where **remediation** has been conducted by or on behalf of the **regulatory authority** arising from **pollution or contamination** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific point in time and place during the period of insurance and in connection with the **business**

All **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

You shall be liable for 10% of the cost of any claim giving rise to indemnity under this extension subject to a minimum contribution of £2,500

The maximum amount payable under this extension shall not exceed £1,000,000 in the aggregate in respect of all incidents occurring during the period of insurance

Exclusion

No indemnity will be provided in respect of the removal or disposal of any waste deposited by **you** or on **your** behalf

Prosecution defence costs**Cover**

We will subject to the limit of indemnity indemnify **you** in respect of

1. **legal costs** and expenses incurred with **our** written consent
2. costs awarded against **you**

in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of

- a. the Health and Safety at Work etc. Act 1974
- b. Part II of the Consumer Protection Act 1987
- c. the Food Safety Act 1990

alleged to have been committed during the period of insurance in connection with the **business**

Exclusions

We will not provide any indemnity

1. where indemnity is provided by any other insurance
2. in circumstances where **injury or damage** has occurred
3. in respect of fines or penalties of any kind
4. in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
5. where the proceedings have resulted from any deliberate act or omission by
 - a. **you** or any director trustee or partner of **yours**
 - b. any **employee** of **yours** who has specific responsibility for compliance with the above legislation
 which could reasonably have been expected to constitute a breach of the above legislation

Limit of indemnity

The total amount **we** will pay in respect of any one claim shall not exceed £500,000

6 Charity trustee insurance

The schedule will show if this section applies and the cover in force

Note (not forming part of the policy)

Cover is on a 'claims made' basis, which means it covers claims made against you – and notified to us – during the period of insurance. It is therefore most important that as soon as you become aware of any claim being made against you, or any circumstances that may give rise to a claim, you notify us in writing.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Act of terrorism

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

Bodily injury

means bodily injury death disease or illness

Document

means any deed will certificate plan book letter agreement or document of any type (other than any bearer bond coupon bank or currency note or other negotiable instrument) produced in any printed written or electronic format which relates to the **organisation** or **related body**

Employee

means anyone employed by the **organisation related body** or **trustee** under a contract of service or apprenticeship or directly engaged by the **organisation** or **related body** without payment to carry out at any time

1. on behalf of the **trustee** any duty concerning the **organisation** or **related body** or
2. any other managerial or supervisory duty concerning the **organisation** or **related body** or
3. any other work wholly or mainly for the charitable purposes of the **organisation**

Environmental defence costs

means legal costs charges and expenses reasonably incurred in obtaining advice and representation in the defence of any criminal proceedings which are initiated during the **period of insurance** in respect of any actual alleged or threatened seepage pollution or contamination of any kind

Investigation costs

means legal costs charges and expenses reasonably incurred in obtaining advice and representation concerning any proceedings which are initiated during the **period of insurance** by any government department or agency to investigate or examine the affairs of the **organisation** or **related body**

Loss

means

1. damages and costs which are payable to another person as a result of a claim made by that person during the **period of insurance**
2. legal costs charges and expenses reasonably incurred in defending or appealing the claim described in (a) above or other legal proceedings initiated during the **period of insurance**

Organisation

means the charity community interest company or other voluntary not-for-profit organisation which is named or identified in the schedule

Outside trustee

means any **trustee** acting in the capacity of a trustee formally appointed on the written authority and request of the **organisation** to the board or equivalent position in any voluntary not-for-profit entity other than

1. the **organisation**
2. any entity
 - a. having its securities listed or traded on any US exchange or
 - b. possessing any tangible or intangible asset located within the United States of America

Period of insurance

means the period of insurance as stated in the schedule

Related body

means any trust (other than a pension or retirement fund trust) or incorporated or unincorporated company or association which

1. exists wholly or mainly for the charitable purposes of the **organisation** or
2. is a trustee director officer or member of the management committee of the **organisation** or any body within 1. above

Subsidiary companies

means any company or companies that is **your** subsidiary as defined by the Companies Act 2006

Trustee

means anyone who is at any time a trustee director shadow director officer or member of the management committee of the **organisation** or the **related body** and who is not

1. a trust corporation or
2. the receiver administrator administrative receiver liquidator or external auditor of that **organisation** or **related body**

Wrongful act

means any actual or alleged act which is wrongfully committed or attempted by the **trustee** when carrying out his or her duties on or after the appropriate Wrongful Act Date (if any) stated in the schedule

You/your

means anyone who is entitled to make a claim for indemnity under this section

Cover

If **you** make a valid claim under any of the paragraphs 1. 2. or 3. below **we** will provide the indemnity described in that paragraph by making a payment in the manner described in Cover paragraphs 4. and 5.

If **you** have met (or will be meeting) the liability and/or cost of a valid claim **we** will reimburse **you** with a corresponding payment

1. Trustee liability
We will indemnify the legal liability of the
 - a. **trustee** for **loss** or **environmental defence costs** which results from his or her **wrongful act** as **trustee**
 - b. **employee** for **loss** or **environmental defence costs** which results from his or her **wrongful act** when acting on behalf of the **trustee**
 - c. **trustee** or **employee** for **investigation costs**
2. Organisation liability
We will indemnify the legal liability of the
 - a. **organisation** or **related body** for **loss** or **environmental defence costs** which results from a **wrongful act** by a **trustee**
 - b. **organisation** or **related body** for **loss** or **environmental defence costs** which results from a **wrongful act** by an **employee** when acting on behalf of the **trustee**
 - c. **organisation** or **related body** for **investigation costs**
3. Loss of documents
We will indemnify
 - a. the legal liability of the **organisation related body** or **trustee** for **loss** which results from **damage** to the **document** provided that this **damage**
 - i. occurs while that **document** is held by or is being sent to or from any of them their agent or the **employee** and
 - ii. is discovered during the **period of insurance**
 - b. any reasonable and necessary cost incurred by that **organisation related body** or **trustee** in restoring or replacing that **document**
4. Payment
 - a. If **you** are the **organisation** or **related body** and **you** are required by law to indemnify the **trustee** or **employee** or another person for any legal liability of that **trustee** or **employee** which **we** cover under Cover paragraph 1. 2. or 3. above **we** will make on **your** behalf the payment as required by law
 - b. If **you** are the **organisation** or **related body** and **you** are permitted by law to indemnify the **trustee** or **employee** for any legal liability of that **trustee** or **employee** which **we** cover under Cover paragraph 1. 2. or 3. above **we** will make on **your** behalf the payment **you** are permitted to make
 - c. If **you** are the **trustee** or **employee** and **you** are required by law to indemnify another person for any legal liability **you** have which **we** cover under Cover paragraph 1. 2. or 3. above **we** will make on **your** behalf the payment as required by law
 - d. If none of a. b. or c. above applies **we** will make the appropriate payment direct to the **Insured** for what **we** cover under Cover paragraph 1. 2. or 3. above

5. Death or incapacity
 - a. If **you** die or become insolvent or mentally incapacitated **we** will provide to **your** estate heirs legal representatives or assigns the personal indemnity to which **you** are entitled under this section
 - b. If **your** lawful spouse or any person deriving similar status in law is entitled to any indemnity under a. above and dies or becomes insolvent or mentally incapacitated **we** will provide to that person's estate heirs legal representatives or assigns the personal indemnity to which that person is so entitled

Exclusions

No indemnity will be provided in respect of

1. any claim resulting from a situation which existed prior to the **period of insurance** and which **you** the **organisation related body** or **trustee** knew or should have known might result in any type of claim for indemnity hereunder
2. any claim where **you** are entitled to indemnity from any other source or would be entitled but for this insurance
3. the **trustee's** or **employee's**
 - a. liability to the **organisation** or **related body** or
 - b. costs in any proceedings in which either that **trustee** or **employee** is convicted of a criminal offence or such a conviction is upheld on appeal resulting from the conduct as **trustee** of that **trustee** or **employee** who either knew or must be assumed to have known that such conduct was not in the best interests of the **organisation** or **related body** or did not care whether or not this was so
4. **your** claim arising from something that **you** actually did which was intended to provide improper financial gain for anyone or was malicious
This exclusion shall only apply where such acts are established by a final decision of a court or tribunal or any formal admission by **you**
5.
 - a. fines or penalties
 - b. liquidated damages
 - c. any compensation awarded by a court of criminal jurisdiction
 - d. multiplied aggravated exemplary or punitive damages other than exemplary damages awarded in an action for libel or slander
6. any claim for which legal action is brought outside the European Union Channel Islands or Isle of Man
7. any actual or alleged legal liability for
 - a. **damage** to or loss of use of any property (other than the **document**) or
 - b. infringement of any intellectual property rights or
 - c. breach of any duty owed to anyone in providing any professional service
8. any actual or alleged legal liability
 - a. for seepage pollution or contamination of any kind other than to the extent of the **environmental defence costs** or

- b. arising directly or indirectly from
 - i. exposure to or
 - ii. inhalation of or
 - iii. fears of the consequence of exposure to or inhalation of or
 - iv. damage to property or any other loss arising from **asbestos** or
 - c. for the costs of cleaning up or removal of **asbestos**
9.
 1. the failure of any computer or other electronic processing device or of any program instruction or data for use in any computer or other electronic processing device equipment or system to function in the way expected or intended
 2. the transmission or receipt of any virus program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance
 10. **your** claim arising from **your** failure to arrange or maintain insurance for the **organisation related body** or **trustee**
 11. **your** claim arising from any
 - a. personal guarantee or assurance **you** give to anyone (other than **your** assurance that **you** have authority to do something) or
 - b. agreement that **you** shall pay any penalty or fixed sum of money to anyone unless **you** would still be legally liable even if that guarantee assurance or agreement did not exist
 12. any claim resulting directly or indirectly from **you** acting in the capacity as trustee or administrator of any pension or retirement fund or scheme
 13. any claim arising from any **wrongful act** subsequent to the effective date of takeover or merger of the **organisation** by or with any other entity
 14. any claim under cover paragraph 2. a. or b. arising out of any
 - a. actual or alleged breach of any contract or agreement
 - b. trading losses or liabilities or debts incurred by any business managed by or carried out by the **organisation**
 15. any actual or alleged legal liability for anyone's **bodily injury** mental anguish or emotional distress
 16. any actual or alleged legal liability for **loss** directly resulting from anything manufactured sold or supplied by the **organisation related body** or **trustee**
 17. any actual or alleged legal liability for **loss** relating to any claim for unfair or wrongful dismissal or any other employment dispute
 18. any loss damage cost or expense
 - a. directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

Limits and excess

1. If a particular **wrongful act** or other event results in more than one claim by **you** under this section **we** will treat all the claims concerned as if they were a single claim made at the time of the earliest of the corresponding
 - a. claims made against **you** which result in **loss** or
 - b. proceedings which are initiated against **you** which result in **investigation costs** or **environmental defence costs** or
 - c. losses (other than **loss investigation costs** or **environmental defence costs**) which **you** discover **you** have suffered
2. Unless (c) below applies **we** will deduct from what **we** pay **you** for each single claim the amount stated in the schedule as being the **excess** applicable to the particular Cover under which **you** make the claim However if that single claim involves more than one Cover and more than one **excess** applies **we** will only deduct the largest **excess** from the total **we** pay **you** **You** must bear the amount of every **excess** which **we** deduct
3. If upon conclusion of all legal proceedings (including all appeal proceedings) relating to **your** single claim **you** are neither found to have any legal liability to pay any damages to anyone nor convicted of any offence for which **you** have been tried **we** will not deduct any **excess** from what **we** pay **you** for that single claim
4. After the deduction of any **excess** that applies the most **we** will pay **you** for the total of all **your** claims in the **period of insurance**
 - a. for **environmental defence costs** is £250,000
 - b. under Cover paragraph (c) Loss of documents is £100,000
 - c. under this section is the amount stated in the schedule as the Limit of indemnity

Conditions

1. Notification of claims

It is a **condition precedent to liability** that **you**

 - a. give **us** written notice of every
 - i. situation **you** become aware of during the **period of insurance** which might reasonably result in any claim under this section
 - ii. loss **you** discover or claim made against **you** during the **period of insurance** for which there may be cover under this section

as soon as possible and always within one month of **you** becoming aware of it

If anything **you** notify under (i) (a) above does result in a claim under this section that claim will be treated as having resulted from a claim made or legal proceedings initiated against **you** within the **period of insurance**
 - b. send **us** immediately and unanswered every letter claim form summons or similar document concerning **your** claim which **you** receive
 - c. give **us** as soon as possible all the information documents and assistance **we** need to deal with everything **you** notify under (a) above and **your** claim
 - d. do not make any admission of liability or any offer promise or payment of indemnity to anyone without **our** consent

2. Conduct and settlement of claims
 - a. **You** shall not have to carry on any legal proceedings or settle any claim unless counsel (whom **you** and **we** agree to appoint) considers that this is in **your** best interests
 - b. **We** will be entitled at any time to take over and conduct in **your** name the defence or settlement of any claim or the pursuit for **our** benefit of any claim **you** may have against someone else. If **we** do this **you** must give **us** any information or assistance **we** reasonably need to carry on legal proceedings or settle claims which **we** will do in the way **we** think best
 - c. **We** will advance legal costs charges and expenses incurred with **our** prior written consent provided that if it is finally established that **you** are not entitled to any such advance payments of the sums advanced they shall be repaid to **us**
3. Personal cover
 - a. **We** will treat
 - i. the application for this insurance as a separate application for cover by each of **you**
 - ii. each claim made against **you** and each loss suffered by **you** as personal to **you**
 - iii. each claim **you** make for indemnity as personal to **you** and the right of each of **you** to indemnity shall not be affected by the situation or conduct of anyone else
 - b. **Our** liability under any and all contracts of insurance evidenced or deemed to be evidenced by this section shall be the liability so specified in this section as applicable to any one such contract and shall not (except as so specified) be varied or deemed varied because of the number or type of individuals or bodies insured by this section or their claims
 - c. If **your** legal liability for any **loss investigation costs** or **environmental defence costs** is by operation of law imputed or transferred to **your** lawful spouse or any person deriving similar status in law **we** will provide to that person the personal indemnity to which **you** would be otherwise entitled under this section in respect of that liability
4. Notices
 - a. **You** must send notices to **us** at the address stated in the schedule or any other address **we** have given **you** for that purpose
 - b. **We** will send notices to **you** at the latest address **you** have given **us** or (if **we** do not have this address) at the latest address **we** have for the **Insured**

Extensions

1 Extended reporting period

If **we** or the **Insured** cancels or **we** refuse to offer renewal of this section of the policy and **you** do not replace the cover by any other similar policy with another insurer then **you** shall be entitled to an extension of the expiring period of cover provided by this section of

1. 30 days or
2. 12 months at 50% of the latest annual premium in respect of claims made after the effective date of such cancellation or refusal to renew provided that
 - a. written notice is given to **us** within 15 days of the effective date of cancellation or non-renewal of this section
 - b. payment is made to **us** within 30 days of the effective date
 - c. the claim arises from a **wrongful act** prior to the date of cancellation or refusal to renew

The offer by **us** of terms conditions or limits of indemnity that differ from those of the expiring period of insurance shall not constitute a refusal to renew

This extension does not apply in the event that the policy is cancelled for non-payment of premium

2 Retired trustees

In the event that the **Insured** does not renew this section of the policy and only in respect of any **trustee** or **employee** who retires prior to the date of non-renewal this section of the policy will continue in force for a period of 72 months from the date of non-renewal provided that

1. cover will only apply to claims arising from any **wrongful act** prior to the date of retirement of the **trustee** or **employee**
2. the period will run concurrently with any Extended reporting period
3. no indemnity is provided by any other insurance

3 Outside boards

This cover shall extend to any **wrongful act** committed in the capacity of **outside trustee** but only in excess of the aggregate of any other potentially applicable cover whether or not it actually responds

4 Emergency costs and expenses

In the event **you** are unable to contact **us** to obtain consent to authorise costs and expenses following a claim **we** agree to reimburse **you** for emergency costs and expenses for an amount of up to 10% of the limit of indemnity

For the avoidance of doubt the above is a sub-limit which does not increase the limit of indemnity

7 Legal expenses

The schedule will show if this section applies and the cover in force

Note (not forming part of the policy):

DAS Data Protection

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company Limited (DAS), who are committed to processing the insured person's personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including the insured person's name, address, date of birth, email address and, on occasion, dependent on the type of cover the insured person has, sensitive information such as medical records. This is for the purpose of managing the insured person's products and services, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain the insured person's personal information either directly from them, the third party dealing with the insured person's claim or from the authorised partner who sold them the policy.

Who DAS are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the insured person's personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

How DAS will use your information

DAS may need to send the insured person's information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the insured person to ask for their feedback, or members of the DAS UK Group. If the insured person's policy includes legal advice DAS may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the insured person has, their information may also be sent outside the EEA so the service provider can administer their claim.

DAS will take all steps reasonably necessary to ensure that the insured person's data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the insured person's personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the insured person's data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention

agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via their website.

What is DAS' legal basis for processing your information?

It is necessary for DAS to use the insured person's personal information to perform their obligations in accordance with any contract that they may have with the insured person. It is also in their legitimate interest to use the insured person's personal information for the provision of services in relation to any contract that they may have with you.

How long will your information be held for?

DAS will retain the insured person's personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you wish to request that DAS no longer use the insured person's personal data, please contact DAS at dataprotection@das.co.uk.

What are your rights?

The insured person has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

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

Or via Email: dataprotection@das.co.uk

How to make a complaint

If the insured person is unhappy with the way in which their personal data has been processed, the insured person may in the first instance contact the Data Protection Officer using the contact details above.

If the insured person remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office 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

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Appointed representative

means the **preferred law firm or tax consultancy** law firm accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf in accordance with the terms of this section

Charity Commission enquiry / enquiries

means an investigation carried out by the Charity Commission into the **Insured's** business accounts

Costs and expenses

means

- (1) All reasonable and necessary costs chargeable by the appointed representative and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**
- (2) 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 the agreement of **DAS**

Countries covered

means

For **insured event 2** – Legal defence (excluding 2(f) – Statutory notice appeals) and **insured event 6(b)** – Personal injury

The European Union the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Gibraltar Iceland Liechtenstein Macedonia Monaco Montenegro Norway San Marino Serbia Switzerland and Turkey

For all other **insured events**

The United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands

DAS

means DAS Legal Expenses Insurance Company Limited

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

Date of occurrence

means

- (1) For civil cases (other than under **insured event 7** – 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.)
- (2) For criminal cases the date the **insured person** began or is alleged to have begun to break the law

- (3) For **insured event 2(e)** – Formal investigations and disciplinary hearings the date when an **insured person** first receives formal notice of such investigation or disciplinary hearing
- (4) For **insured event 2(f)** – Legal defence Statutory notice appeals the date when the **insured person** is issued with the relevant notice and has the right to appeal
- (5) For **insured event 3** – Statutory licence appeal the date when the **Insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend alter the terms of or refuse to renew or cancel the **Insured's** licence or mandatory registration or British Standard Certificate of Registration
- (6) For **insured event 7** – Tax protection the date when HM Revenue & Customs or the relevant authority first notifies the **Insured** of its intention to carry out an enquiry
For **VAT disputes** or **employer compliance disputes** the date the dispute arises following the issue of an assessment written decision or notice of a civil penalty
- (7) For **insured event 7(b)** – Tax protection for **Charity Commission enquiries** the date the **Insured** receives notification from the Charity Commission that they are to conduct an investigation

Employer compliance dispute(s)

means a dispute with HM Revenue & Customs concerning the **Insured's** compliance with Pay As You Earn Social Security Construction Industry or IR35 legislation and regulations

Insured event(s)

means the circumstances in which the insurance provided by this section will operate as described in each separate cover

Insured person

means

- (1) The **Insured** and the directors trustees partners managers employees and volunteers of the **Insured**
- (2) The estates heirs legal representatives or assigns of any person mentioned in (1) above in the event of such person dying
- (3) A person contracted to perform work for the **Insured** who is in other respects insured by the **Insured** on the same basis as the **Insured's** employees and performs work under supervision and direction of the **Insured**

Limit of Indemnity

means the most **we** will pay in **costs and expenses**, and any compensation awards payable by **us**, for all claims resulting from one or more events arising at the same time or from the same originating cause

Please refer to the policy schedule for the amount of the **Limit of Indemnity**

The most **we** will pay for the total of all compensation awards in respect of employment disputes in any one **period of insurance** shall not exceed £1,000,000

This aggregate limit will form part of and not be in addition to the **Limit of Indemnity**

Period of insurance

means the period for which **we** have agreed to cover the **Insured**

Preferred law firm or tax consultancy

means a law firm barristers' chambers or tax expert **DAS** 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**

Reasonable prospects

means

- (1) For civil cases arising from all **insured events** 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 **DAS** has 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% **DAS** or a **preferred law firm or tax consultancy** on **our** behalf will assess whether there are **reasonable prospects**
- (2) For criminal cases there is no requirement for there to be prospects of a successful outcome however for appeals the prospects of a successful outcome must be at least 51%

Tax enquiry

means a written notice of enquiry issued by HM Revenue & Customs to carry out an Income Tax or Corporation Tax compliance check which either

- (i) includes a request to examine any aspect of the **Insured's** books and records or
- (ii) advises of a check of the **Insured's** whole tax return

VAT dispute(s)

means a dispute with HM Revenue & Customs following the issue of an assessment written decision or notice of a civil penalty relating to the **Insured's** VAT affairs

Cover

We will indemnify the **Insured** (or where specified the **insured person**) in respect of any **insured event** shown as included in the schedule arising in connection with the business subject to the terms conditions exclusions and limitations set out in this policy provided that

- (a) **reasonable prospects** exist for the duration of the claim and
- (b) the **date of occurrence** of the **insured event** happens during the **period of insurance**, or
- (c) the **date of occurrence** of the **insured event** happens during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - the previous legal expenses insurance policy required the **Insured** to report claims during its currency,
 - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
 - cover has been continuously maintained in force
 - **we** will not cover any claim that should have been reported under a previously operative legal expenses insurance policy
 - the available **limit of indemnity** shall be limited to the lesser of the sums payable under this or **your** previous policy

- (d) the **insured event** happens within the **countries covered**, and
- (e) any legal proceedings or investigation will be dealt with by one of the following within the **countries covered**:
 - a court
 - an employment tribunal or employment appeal tribunal
 - an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court
 - the Equality and Human Rights Commission or the Equality Commission for Northern Ireland
 - any other body which replaces any of the above or which **DAS** agree to

What we will pay

We will pay an **appointed representative** on the **Insured's** behalf **costs and expenses** incurred following an **insured event** and any compensation awards that **DAS** has agreed to provided that

- (1) the most **we** will pay for **costs and expenses** including compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the **Limit of Indemnity** in the policy schedule
- (2) 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)
- (3) in respect of an appeal or the defence of an appeal the **Insured** must tell **DAS** within the time limits allowed that they want to appeal
 Before we pay the **costs and expenses** for appeals **DAS** must agree that **reasonable prospects** exist
- (4) in respect of an enforcement of judgment to recover money and interest due to the **Insured** after a successful claim under this section of the policy, **DAS** must agree that **reasonable prospects** exist
- (5) 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
- (6) in respect of **insured event 2(g)** – Legal defence (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 the **Insured** court or tribunal pays to them

What we will not pay

- (1) In the event of a claim if the **Insured** decides not to use the services of a **preferred law firm or tax consultancy** the **Insured** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**
- (2) The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT) If the **Insured** is using a **preferred law firm or tax consultancy** the **Insured** will be asked to pay this within 21 days of their claim having been assessed as having **reasonable prospects**
If the **Insured** is using their own law firm this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**) If the **Insured** does not pay this amount the cover for the claim could be withdrawn

Insured events

1 Employment disputes and compensation awards

(a) Employment disputes

Costs and expenses to defend the **Insured's** legal rights

- (1) before the issue of legal proceedings in a court or tribunal
 - (i) following the dismissal of an employee or
 - (ii) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure
- (2) in any unfair dismissal dispute under the ACAS Arbitration Scheme or
- (3) in legal proceedings in respect of any dispute relating to
 - (i) a contract of employment with the **Insured** or
 - (ii) an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation

Exclusions

- (i) Any employment dispute where the originating cause of action arises within the first 90 days of the commencement of this section
- (ii) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this section
- (iii) Employee internal disciplinary or grievance procedures
- (iv) Any claim in respect of damages for personal injury or loss of or damage to property
- (v) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005

If a claim is made under **insured event 1** (a) exclusions (i) and (ii) above will not be enforced if the **Insured** can provide written evidence of continuous and equivalent employment legal expenses insurance prior to inception of this section

(b) Compensation awards

Where **DAS** have accepted a claim under **insured event**

1(a) **we** will pay up to the **Limit of Indemnity** for the following:

- (1) any basic and compensatory award and/or
- (2) an order for compensation or damages following a breach of the **Insured's** statutory duties under employment legislation

Provided that

- (1) in cases relating to performance and/or conduct the **Insured** has 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 **DAS' Legal Advice Service** (0345 268 9124)
- (2) for an order of compensation following the **Insured's** breach of statutory duty under employment legislation the **Insured** has at all times sought and followed advice from **DAS' legal advice service** since the date when the **Insured** knew or should have known about the employment dispute
- (3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the **Insured** has sought and followed advice from **DAS' Claims Department** before starting any redundancy process or procedure with employees
- (4) the compensation is awarded by a court or tribunal or through 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 **DAS**

Exclusions

- (i) Any compensation award relating to the following
 - (a) Trade union activities trade union membership or non-membership
 - (b) Pregnancy or maternity rights paternity parental or adoption rights
 - (c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
 - (d) 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 the **Insured** has failed to provide relevant records to employees under National Minimum Wage legislation
- (iv) Any compensation award or increase in 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

(c) Employee civil legal defence

Costs and expenses to defend the **insured person's** (other than the **Insured's**) legal rights if an event arising from their work as an employee 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 the **Insured's** employees

We will only provide cover for an **insured person** (other than the **Insured**) at the **Insured's** request.

(d) 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 the **Insured** is responsible

Exclusion

Any claim relating to defending the **Insured's** legal rights other than defending a counter-claim

2 Legal defence

Costs and expenses to defend the **insured person's** legal rights in respect of the following

- (a) Criminal pre-proceedings cover
Prior to the issue of legal proceedings when dealing with the Police Health & Safety Executive and/or Local Authority Health & Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence
- (b) Criminal 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.

We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule. Please see Cover.

- (c) Data protection
If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:
 - (1) An individual. **We** will also pay any compensation award up to the **Limit of Indemnity** in respect of such a claim.
 - (2) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. **We** will not pay any compensation award in respect of such a claim.

Provided that:

In respect of (c)(1) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

We will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body

- (d) Wrongful arrest
Civil action taken against the **Insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**
- (e) Formal investigations and disciplinary hearings
Costs and expenses to represent the **insured person's** legal rights
 - (1) throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an **insured person**

- (2) throughout a formal investigation or disciplinary hearing conducted by any other relevant business association professional or regulatory body

- (f) Statutory notice appeals
An appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the **Insured's** business

We will also pay for

- (g) 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**

Provided that:

for each of the above sections of **insured event 2** – Legal defence, the **Insured** requests that **DAS** provides cover for the **insured person**

Exclusions

- (i) for (a) Criminal pre-proceedings cover any criminal investigation or enquiry by with or on behalf of HM Revenue & Customs
- (ii) for (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership driving or use of a motor vehicle
- (iii) a Statutory Notice issued by an **insured person's** regulatory or governing body
- (iv) an appeal against the imposition or terms of any Statutory Notice issued in connection with an **Insured's** licence mandatory registration or British Standard Certificate of Registration
- (v) for (c) Data protection cover any claims relating to the loss alteration corruption or distortion of or damage to stored personal data and claims relating to a reduction in the functionality availability, or operation of stored personal data resulting from hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code computer virus or similar mechanism

3 Statutory licence appeal

Costs and expenses in appealing 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 the **Insured's** licence or mandatory registration or British Standard Certificate of Registration

Exclusions

- (i) Assistance with the application process either in relation to an original application or application for renewal of a statutory licence or mandatory registration or British Standard Certificate of Registration
- (ii) Any licence appeal relating to the ownership driving or use of a motor vehicle

4 Contract disputes

Costs and expenses in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the **Insured** for the purchase hire sale or provision of goods or of services

Provided that

- (1) the amount in dispute exceeds £250 (including VAT)
- (2) If the amount in dispute exceeds £5,000 (including VAT) the **Insured** must pay the first £500 of any claim. If the **Insured** is using a preferred law firm the **Insured** will be asked to pay this within 21 days of the claim having been assessed as having **reasonable prospects** - if the **Insured** does not pay this amount cover could be withdrawn. If the **Insured** is using their own law firm this will be within 21 days of their appointment following confirmation the claim has **reasonable prospects**
- (3) if the dispute relates to money owed to the **Insured** a claim under this section is made within 90 days of the money becoming due and payable
- (4) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (including VAT)

Exclusions

- (i) Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section, any dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the cover provided by this section
- (ii) Any claim relating to the following
 - (a) A dispute over the settlement amount payable under an insurance policy (**we** will cover a dispute if the **Insured's** insurer refused the **Insured's** claim but not for a dispute over the amount)
 - (b) The
 - sale
 - purchase
 - terms of a lease
 - licence
 - tenancy
 of land or buildings other than a dispute with a professional adviser in connection with these matters
 - (c) A loan mortgage pension guarantee or any other financial product and choses in action
 - (d) A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
- (iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **Insured**
- (iv) A dispute which arises out of
 - the sale or provision of computer hardware software systems or services
 - the purchase or hire of computer hardware software systems or services tailored by a supplier to the **Insured's** own specification
- (v) A dispute arising from a breach or alleged breach of professional duty by an **insured person**
- (vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists

5 Debt recovery

Costs and expenses in 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

- (1) the debt exceeds £250 (including VAT)
- (2) the claim is made within 90 days of the money becoming due and payable
- (3) **DAS** has the right to select the method of enforcement or to forego enforcing judgment if they are not satisfied that there are or will be sufficient assets available to satisfy judgement

Exclusions

- (i) Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section
- (ii) Any claim relating to the following
 - (a) The settlement payable under an insurance policy
 - (b) The
 - sale
 - purchase
 - terms of a lease
 - licence
 - tenancy
 of land or buildings
 - (c) A loan mortgage pension guarantee or any other financial product and choses in action
 - (d) A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
- (iii) A dispute which arises out of the supply hire sale or provision of computer hardware software systems or services
- (iv) The recovery of money and interest due from another party where the other party intimates that a defence exists
- (v) Any dispute which arises from debts the **Insured** has purchased from a third party

6 Property protection and personal injury

(a) Property protection

Costs and expenses in a civil dispute relating to material property which is owned by or the responsibility of the **Insured** provided that the **Insured** has established the legal ownership or right to the land that is the subject of the dispute following

- (1) any event which causes physical damage to such material property
 - or
- (2) a legal nuisance (meaning any unlawful interference with the **Insured's** use or enjoyment of their land or some right over or in connection with it)
 - or
- (3) a trespass

Exclusions

Any claim relating to the following

- (i) A contract entered into by the **Insured**
- (ii) Goods in transit or goods lent or hired out
- (iii) Goods at premises other than those occupied by the **Insured** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the **Insured**
- (iv) Mining subsidence
- (v) Defending the **Insured's** legal rights other than in defending a counter-claim
- (vi) A motor vehicle owned by or used by or hired by or leased to an **insured person** (other than damage to motor vehicles where the **Insured** is engaged in the business of selling motor vehicles)
- (vii) The enforcement of a covenant by or against the **Insured**

(b) Personal injury

At the **Insured's** 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

Exclusions

Any claim relating to the following

- (i) Any illness or bodily injury that develops 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** and their family members' legal rights other than in defending a counter-claim
- (iv) Clinical negligence

7 Tax protection

Costs and expenses to negotiate on behalf of the **Insured** and at the request of the **Insured** the directors trustees and partners of the **Insured** in the event that one of the following enquiries is undertaken in direct connection with the activities of the **business**

- (a) A **tax enquiry**
- (b) A **Charity Commission enquiry**
- (c) An **employer compliance dispute**
- (d) a **VAT dispute**

Provided that the **Insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed

Exclusions

Any claim

- (i) arising from a tax avoidance scheme
- (ii) caused by the failure to register for Value Added Tax or Pay As You Earn
- (iii) arising from any investigation or enquiries by with or on behalf of HM Revenue & Customs Special Investigation Section Special Civil Investigations Criminal Investigations Unit Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office
- (iv) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences
- (v) relating to import or excise duties and import VAT

Conditions

- 1 (a) On receiving a claim if representation is necessary **DAS** will appoint a **preferred law firm or tax consultancy** as the **Insured's appointed representative** to deal with the **Insured's** claim They will try to settle the **Insured's** claim by negotiation without having to go to court
- (b) If the appointed **preferred law firm or tax consultancy** cannot negotiate settlement of the **Insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the **Insured** may choose a law firm or tax expert to act as the **appointed representative** **DAS** will choose the **appointed representative** to represent the **Insured** in any proceedings where **we** are liable to pay a compensation award
- (c) If the **Insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm or tax consultancy** **DAS** will give the **Insured's** 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
- (d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim
- 2 An **insured person** must
 - (a) co-operate fully with **DAS** and the **appointed representative**
 - (b) give the **appointed representative** any instructions that **DAS** ask them to
- 3 (a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from **DAS**
- (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay further **costs and expenses**
- (c) **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 **DAS** to take over and pursue or settle a claim in their name An **insured person** must allow **DAS** to pursue at **our** expense and for the **insured person's** benefit any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so
- 4 (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed assessed or audited if **DAS** ask for this
- (b) 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

- 5 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 immediately unless **DAS** agree to appoint another **appointed representative**
- 6 If an **insured person** settles a claim or withdraws their claim without **DAS's** 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
- 7 **DAS** may require the **Insured** to get at the **Insured's** own expense an opinion from an expert that **DAS** consider appropriate on the merits of the claim or proceedings or on a legal principle
The expert must be approved in advance by **DAS** and the cost agreed in writing between the **Insured** and **DAS**
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 the **Insured** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence
8. If there is a disagreement between the **Insured** and **DAS** about the handling of the claim and it is not resolved through **DAS's** internal complaints procedure the **Insured** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers small businesses charities and trusts (Details available from www.financial-ombudsman.org.uk)
If the **Insured's** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister solicitor or other suitably qualified person chosen jointly by **you** and **DAS**. If there is a disagreement over the choice of arbitrator **DAS** will ask the the Chartered Institute of Arbitrators to decide
The arbitrator will decide who will pay the costs of the arbitration for example costs may be split between the **Insured** and **DAS** or may be paid by either the **Insured** or **DAS**
- 9 An **insured person** must
 - (a) keep to the terms and conditions of this policy
 - (b) take reasonable steps to avoid and prevent claims
 - (c) take reasonable steps to avoid incurring unnecessary costs
 - (d) send everything **DAS** ask for in writing and
 - (e) give **DAS** full and factual details of any claim and give **DAS** any information they need
- 10 This section is governed by the law that applies in the part of the United Kingdom Channel Islands or Isle of Man where the **Insured's** business is registered
Otherwise the law of England and Wales applies
All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland Northern Ireland the Isle of Man and the Channel Islands as appropriate

Exclusions

- 1 Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured event**
- 2 **Costs and expenses** incurred before the written acceptance of a claim by **DAS**
- 3 Fines penalties compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured event** 1(b) – Compensation awards and **insured event** 2(c) – Legal defence
- 4 Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- 5 Any claim relating to rights under a franchise or agency agreement entered into by the **Insured**
- 6 Any **insured event** deliberately or intentionally caused by an **insured person**
- 7 A dispute with **us** or **DAS** not otherwise dealt with under Condition 8 of this section
- 8 Any claim relating to a shareholding or partnership share in the **Insured's** business
- 9 **Costs and expenses** arising from or relating to judicial review coroner's inquest or fatal accident inquiry
This exclusion does not apply to **insured event** 6(b) – Personal injury
- 10 Any legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**
- 11 Any claim where either at the start of or during the course of a claim
 - (a) the **Insured** is declared bankrupt
 - (b) the **Insured** has filed a bankruptcy petition
 - (c) the **Insured** has filed a winding-up petition
 - (d) the **Insured** has made an arrangement with the **Insured's** creditors
 - (e) the **Insured** has entered into a deed of arrangement
 - (f) the **Insured** is in liquidation
 - (g) part or all of the **Insured's** affairs or property are in the care or control of a receiver or administrator
- 12 Any claim relating to written or verbal remarks that damage the **insured person's** reputation
- 13 Any claim where an **insured person** is not represented by a law firm barrister or tax expert

8 Money with assault extension

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Bodily injury

means bodily injury resulting directly and independently of any other cause within twenty-four calendar months in disablement or death

Business hours

means any time when anyone with responsibility for **money** is in attendance at the **premises** for the purpose of **your business**

Deferment period

means the initial period specified in the schedule following **bodily injury** during which the **temporary total disablement** benefit is not payable

Insured person

means any employee or **authorised volunteer** of the **Insured**

Loss of eye(s)

means permanent total and irrecoverable loss of sight

1. in both eyes resulting in the **insured person's** name being added to the Register of Blind Persons or
2. in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

Loss of limb(s)

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints or permanent total and irrecoverable loss of use of a complete leg foot arm or hand

Medical expenses

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the **insured person**

Money

means current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed bankers drafts unused postage stamps trading stamps travellers cheques National Savings stamps and certificates Premium Bonds National Insurance stamps and stamped National Insurance cards credit and debit card sales vouchers giro payment orders value added tax purchase invoices luncheon vouchers gift tokens consumer redemption vouchers and unused credit on postal franking machines belonging to **you** or for which **you** are responsible and pertaining to the **business**

Money in transit

means **money** other than **non-negotiable money** in transit whilst in **personal custody** or in a bank night safe until the bank accepts responsibility

Non-negotiable money

means crossed cheques (other than pre-signed blank

cheques) crossed postal orders crossed money orders crossed bankers drafts National Savings certificates Premium Bonds stamped National Insurance cards credit and debit card sales vouchers value added tax purchase vouchers and unused credit on postal franking machines

Other money

means **money** other than **non-negotiable money**

Permanent total disablement

means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from engaging in their usual profession trade business or occupation for which they are suited by knowledge training and experience which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Personal custody

means within the immediate personal control of **you** or any other responsible person authorised by **you**

Temporary total disablement

means total disablement from engaging in or giving attention to their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover A – Money

We will indemnify **you** in respect of **damage to money** happening during the period of insurance anywhere in the **geographical limits**

Our liability in respect of any one loss shall not exceed the amount stated in the schedule

Extensions

The insurance by this section is extended to include the following

1 Damage to safes

We will indemnify **you** against **damage** to any safe strongroom or cash carrying bag belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of insured **money**

2 Damage to clothing and personal effects

We will indemnify **you** against **damage** to clothing and personal effects belonging to **you** or any of **your** directors or trustees or **employees** or **authorised volunteers** up to an amount of £500 per person arising in connection with theft or attempted theft of insured **money**

3 Dishonesty of employee

We will indemnify **you** against loss due to the dishonesty of any director or trustee or **authorised volunteer** or employee of the **Insured** provided that

1. such loss is not insured by a specific fidelity section or policy
2. the loss is discovered within twenty eight days of the occurrence
3. **our** liability for such loss shall not exceed £2,000 per person nor £5,000 in total in any one period of insurance

4 Fundraising events

For the period from two days before until seven days after a fundraising event the limits shown in the schedule are doubled for the following

1. **money** whilst in the course of transit or in a bank night safe

2. **money** whilst being counted or in the home of any employee or **authorised volunteer**
3. **money** in a locked safe in the **premises**

5 Fraudulent use of credit and debit cards

We will indemnify **you** for loss resulting from the fraudulent use of any credit or debit card ordinarily used in connection with the **business**

Excluding

1. loss due to the use of any card where the terms under which it has been issued have not been fully complied with
2. losses covered by a bank or card issuer
3. fraudulent use by **you** or **your** directors trustees or partners

Limit

£1,000 per card any one period of insurance

6 Identity theft

We will pay the reasonable and necessary costs incurred with our consent in protecting the interests of **your business** following the fraudulent use of the identity of the **business** or of **your** directors trustees partners employees or **authorised volunteers** by a third party for the purposes of obtaining credit

Limit

£1,000 any one period of insurance

Exclusions

We shall not be liable in respect of loss

1. due to dishonesty of any director or trustee or employee or **authorised volunteer** of the **Insured** other than as provided for by Extension (3) above
2. whilst the **money** is in the custody or control of a professional carrier
3. during transit by unregistered post
4. from an unattended vehicle
5. from any gaming or vending machine unless shown otherwise in the schedule
6. due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money
7. in excess of the 'in any other circumstances' limit shown in the schedule of **other money** from any room left unattended and unlocked unless this occurs during **business hours** and such **other money** is contained in a locked safe cupboard or desk with the key held in **personal custody**
8. of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

Special conditions

1 Safe keys

It is a **condition precedent to liability** in respect of loss of **money** from locked safe or locked strongroom that all keys (except those deposited with a bank) for safes and strongrooms containing **money** and notes of combination locks letters and numbers must be held in **personal custody**

2 Cash escort

It is a **condition precedent to liability** in respect of cash in transit that the amounts shown below are escorted by at least the stated number of responsible adults or professional security firm as indicated until deposited in a secure area of **your premises** or at the bank

£3,000 to £5,000

2 persons

Over £5,000 but less than £10,000

3 persons

£10,000 or over

a professional security firm

Cover B – Assault extension

If during the period of insurance an **insured person** sustains **bodily injury** in the course of their employment by **you** as a direct result of robbery or hold-up or any attempt thereat **we** will pay the appropriate benefit

Scale of benefits

The level of benefits are shown in the schedule

If the benefits are expressed in units one unit provides the following

1. Death
£2,500
2. **Loss of limb(s) or loss of eye(s)**
£2,500
3. **Permanent total disablement**
£2,500
4. **Temporary total disablement**
£25 per week
5. **Medical expenses**
Maximum of 15% of the benefits payable under 4 above

Extension

Hospital benefit and medical expenses

If during the period of insurance an **insured person** sustains **bodily injury** in the course of their employment by **you** as a direct result of robbery or hold up or any attempt thereat **we** will pay

1. **Medical expenses** incurred by the **insured person**
Limit £500
2. £20 a day up to £200 if as a result of the **bodily injury** the **insured person** goes into hospital for in-patient treatment

Exclusions

We shall not be liable for **bodily injury**

1. arising from wilful exposure to needless peril (except in an attempt to save human life)
2. sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 80 years

Special conditions

1. Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement**
2. Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement**
3. Other than 2. above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
4. A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
5. No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **temporary total disablement** may be made by **us**

9 Fidelity

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Acting in collusion

means all circumstances where two or more **employees** are concerned or implicated together or materially assist each other in an act of **theft**

Commencement date

means the operative date of insurance cover for a named **employee** or category of **employees** other than as provided in relation to any superseded fidelity insurance

Electronic Instructions

means electronic instruction issued from a 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

Employee(s)

means any person normally resident within the **geographical limits** who is

1. under a contract of service or apprenticeship with **you**
2. engaged as a work experience student or youth training scheme participant while under **your** direct control and supervision
3. a director of **yours** if such person
 - a. is also employed by **you** under a contract of service and
 - b. controls no more than 5 per cent of the issued share capital of **your** company
4. a person retired from full-time employment with **you** who is working for you as a consultant under **your** control or direction
5. a volunteer working under your control or direction provided that volunteers are specified as insured in the schedule

One claim

means all acts of fraud or dishonesty during the periods of insurance which this section (and any substituted section or policy) shall remain in force committed by an individual **employee** or **employees acting in collusion**

Theft

means any act of fraud or dishonesty by any **employee** committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **employee** to receive such gain other than salaries fees commission or other **employee** benefit earned in the normal course of employment

Cover

We will indemnify **you** against loss of money or goods belonging to or held in trust by **you** caused directly as a result of any act of **theft** by any **employee** described in the schedule relating to their employment with **you** in the **business** and committed during the currency of this

section after the **commencement date** applicable to such **employee**

Basis of settlement

We will pay up to the value of the money or goods at the time of the loss or at **our** option the replacement or reinstatement of such goods

Limit of indemnity

Our liability under this section

1. in respect of any **one claim**
 - a. caused by one **employee** shall not exceed the limit of indemnity stated in the schedule applicable to that **employee**
 - b. caused by two or more **employees acting in collusion** shall not exceed whichever of the individual limits of indemnity applicable to the **employees** concerned is largest and in any event not exceed the aggregate limit of indemnity shown in the schedule
 - c. irrespective of the number of periods of insurance during which the insurance by this section (and any insurance issued in substitution thereof) shall remain in force shall not exceed the limit of indemnity stated in the schedule
2. in respect of any one period of insurance shall not exceed the aggregate limit of indemnity stated in the schedule

Special conditions

It is a **condition precedent to liability** that **you** shall operate the following Minimum standards of control

All **employees** with responsibility for money accounts goods computer operation or computer programming shall be instructed as to their duties and responsibilities in respect of the Minimum standard of control and be expected to comply with it

Minimum standard of control

1. Funds transfer
 - a. All cheques or other bank instruments exceeding £10,000 shall require two manually applied signatures to be added after the amount has been inserted
You shall advise **your** bankers accordingly
No cheque or instrument shall be signed until one signatory has examined the supporting documentation
 - b. In respect of funds transfers involving **electronic instructions**
 - i. no one **employee** shall complete a funds transfer payment from beginning to end
 - ii. all **employees** involved will require unique passwords to access the computer system which must be kept confidential to the user and changed at least every 30 days
 - iii. password resets will be carried out by an **employee** who does not have access to or other involvement in the fund transfer process
- You** will comply with all process and security controls agreed with the bank or other financial institution through which **your** transfers are made

2. At least quarterly and independently of persons responsible the payroll shall be checked to minimise the possibility that fictitious names and enhanced payments have been included
3. **Employees** receiving cash and cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt or next banking day
4. Statements of account for all amounts due will be issued at least monthly and direct to customers independently of **employees** receiving or collecting monies
5. Independently of the responsible **employees** bank statements receipts counterfoils and supporting documents shall be checked at least monthly against the cash book entries and the balance tested with cash and unrepresented cheques
6. Cash in hand and petty cash shall be checked independently of the responsible **employees** at least monthly and additionally without warning every six months
7. There will be a physical check on all stock and materials held against verified stock records independent of the responsible **employees** at intervals or not more than 12 months except where otherwise stated
8. Different **employees** acting independently shall be responsible for ordering of stock and materials the recording of receipt or such and the authorising of payment for them
9. Security checks will be built into all computer functions with reconciliations made as necessary
10. Responsibilities for
 - a. authorisation of transaction
 - b. processing of transactions and
 - c. handling of output
 shall be exercised by different **employees**
11. **Your** accounts including the account of any subsidiary companies shall be examined by external auditors every 12 months
All recommendations or alternatives acceptable to the auditors shall be implemented without unreasonable delay
12. Every **employee** who is responsible for money goods accounts computer operations or programming must take an uninterrupted break of at least two weeks in each calendar year during which
 - a. they carry out no duties on **your** behalf and
 - b. other than electronic mail they have no means of external access to **your** computer systems and
 - c. they stay away from any of **your** premises
13. All supplier/creditor accounts received for payment should be carefully and independently (of those **employees** placing order or settling such accounts) checked and validated directly with the supplier/creditor before payment is authorised
No instructions or requests to change any supplier's/creditor's settlement account details shall be accepted or implemented without
 - a. the supplier or creditor in question being contacted independently and directly to confirm the change
 - b. written confirmation of the change being obtained from a suitably authorised and recognised contact at the supplier/creditor
 - c. written confirmation of the change being received independently and directly from the supplier's/creditor's bank
14. **You** shall obtain satisfactory references to confirm the honesty of all **employees** who are
 - a. responsible for money goods accounts computer operations or computer programming and
 - b. engaged after the commencement of this section
 - c. subject to an indemnity of greater than £5,000
 Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the **employee** is entrusted without supervision
Reference need to not be obtained in respect of **employees** who have satisfactory and continuously served **you** for at least one year in another capacity before being entrusted with the duties referred to above
In respect of **employees** joining directly from school or Government sponsored youth training schemes one character reference shall be obtained
The original of each written reference shall be retained by **you** and shall be made available for inspection by **us** upon request
15. Any money of the **employee** held by **you** upon discovery of any loss and any money which but for the **employee's theft** would have been due to the **employee** from **you** shall be deducted from the amount of the loss before a claim is made in this insurance
Any recoveries which are made by **you** less any costs incurred in recovery shall be applied in the following order
 - a. in the event that **your** claim has exceeded the limit of indemnity first to **your** benefit to reduce or extinguish the amount of **your** loss (but not in respect of the amount of the **excess**)
 - b. thereafter to **our** benefit to the extent of the claim paid or payable
 - c. finally to **your** benefit where an **excess** has been deducted from the claim
16. Upon the termination of service by any **employee you** shall take all reasonable precautions to prevent loss as insured by this section including but not limited to
 - a. the changing of all alarm and other security codes or passwords the **employee** had or may have had knowledge of
 - b. the deletion or invalidation or any access codes or passwords the **employee** has to access computer or other systems

Extensions

1. Auditors fees and rewriting of system records

As a direct result of loss of money or goods resulting in a valid claim under this section **we** will also pay for

1. auditors fees incurred with **our** written consent solely to substantiate the amount of the claim
 2. the reasonable costs incurred with **our** written consent of rewriting or amending the software programs or systems where such rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems which are the subject of a claim for which liability is admitted under this section
- Provided that **our** total liability including any amount payable under the provisions of this extension shall not exceed the limit of indemnity

2. Previous insurance

If this insurance immediately supersedes a fidelity insurance effected by **you** (the 'superseded insurance') **we** will indemnify **you** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the superseded insurance if the loss is not recoverable under the superseded insurances solely because the period allowed for such discovery has expired

Provided that

1. such insurance had been continuously in force from the time of the loss until commencement of this section
2. the loss would have been insured by this insurance had it been in force at the time of the loss
3. **our** liability shall not exceed
 - a. the amount recoverable under the insurance in force at the time of the loss or
 - b. the limit of indemnity under this insurance whichever is the less

3. Pension fund trustees

At **your** request **we** will indemnify the Trustees of any pension fund or other **employee** benefit scheme set up to provide benefit to **your employees** in respect of any loss of money or goods which the Trust may incur as a result of any act of **theft** as otherwise insured by this section committed by an **employee** of **yours**

In any event **our** total liability in respect of any **one claim** continuing through both the term of the superseded insurance and the continuation of this insurance shall not exceed the limit of indemnity applicable under this section

4. Temporary agency staff

The term **employee** shall include any person provided by a staff or employment agency who by arrangement with such agency is working for **you** on a temporary or part-time basis in connection with the **business** to perform the function and duties or an **employee** under **your** control or direction but excluding persons employed

1. as drivers
2. in connection with warehouse duties
3. with computer operations or computer programming unless specifically state as insured in the schedule

Provided that

1. **we** shall not be liable for any loss caused by any such person if such loss is also covered for **your** benefit by any insurance or guarantee held by the staff or employment agency providing the person concerned
2. the amount of wages and salaries declared shall include the total amount of fees paid to staff and employment agencies in respect of temporary agency staff described above
3. Special condition 2 (References) shall not apply to the temporary agency staff described above

Exclusions

We shall not be liable for

1. any theft committed by any **employee** subsequent to **your** discovery of actual or suspected **theft** by such **employee**
2. any **excess**
3. any loss of interest or consequential loss of any kind
4. any unexplained shortages

10 Goods in transit

The schedule will show if this section applies and the cover in force

Definition

Each time the following appears in this section in bold italic type (or in capital letters in the schedule) it will take the specific meaning shown below

Where it is not highlighted in this manner the normal everyday meaning will apply

Geographical limits

means England Scotland Wales Northern Ireland Republic of Ireland Channel Islands and Isle of Man

Insured property

means

1. goods
2. tarpaulins sheets trailer curtains ropes chains and webbing straps and packing materials belonging to **you** or for which **you** are responsible or which are entrusted to **you** used in connection with the **business**

Whilst in transit

means

1. whilst being loaded on to or unloaded from the vehicle used for the transit
2. whilst temporarily housed on the vehicle during transit
3. whilst on the vehicle on a vehicle ferry during direct sea transits between parts of the **geographical limits**

Cover

We will indemnify **you** (by payment up to the value of the insured **insured property** at the time of loss or at **our** option by repair reinstatement or replacement) in respect of **damage** to any part of the **insured property** by any cause not specifically excluded happening during the period of insurance **whilst in transit** by any road vehicle operated by **you** or by road hauliers or sent by parcel post or rail as described in the schedule anywhere in the **geographical limits**

Provided that **our** liability during any one period of insurance shall not exceed in respect of any vehicle or consignment the limits stated in the schedule

Limit

Provided that our liability shall not exceed the limits stated in the schedule

Memorandum

Underinsurance

If the value of the property insured by this section on or in any vehicle or consignment is at the time of **damage** of greater value than the appropriate limit any one vehicle or consignment shown in the schedule **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the loss accordingly

Exclusion

We shall not be liable for

1. **damage** caused by or arising from packing inadequate to withstand normal handling during transit
2. **damage** to
 - a. money securities bills of exchange deeds manuscripts documents business books computer systems records patterns models moulds plans and designs
 - b. bullion gold and silver articles precious metals stones jewellery and furs
 - c. non-ferrous metals tobacco cigarettes cigars wines spirits radios television sets audio video and digital equipment discs cassettes and livestock
 - d. explosives and other dangerous goods unless specifically mentioned as being insured
3. **damage** caused by or arising from
 - a. inherent vice latent defect gradually operating causes wear and tear its own faulty or defective design or materials faulty or defective workmanship
 - b. contamination corrosion rust wet or dry rot mildew shrinkage evaporation loss of weight dampness dryness marring scratching **vermin** insects change in temperature colour flavour texture or finish
 - c. electrical or mechanical derangement unless caused by external means
 - d. deterioration depreciation delay in transit loss of market or other consequential loss riot or strikes
4. **damage** to **insured property** on open vehicles caused by
 - a. the weather unless the **insured property** is suitably protected
 - b. theft or attempted theft
5. deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle
6. **damage** resulting from theft or attempted theft
 - a. committed assisted brought about or connived at by any of **your** directors trustees employees or **authorised volunteers**
 - b. from any unattended vehicle unless
 - i. all doors windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed from the vehicle
 - ii. during the hours of 9pm to 6am the vehicle is housed in a securely locked building or guarded security park
7. **damage** due to unexplained shortage or disappearance
8. **damage** arising from or caused by scratching denting or bruising

Extensions

1. Personal effects

If not otherwise insured **we** will pay for **damage** to the clothing and personal effects of drivers employed by you up to an amount of £500 per person

2. Debris removal

We will pay for costs and expenses necessarily and reasonably incurred in the removal of debris and site clearance for which you are responsible

Memoranda

Reinstatement of property

We shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner

We shall not pay out in respect of any one of these items insured more than its sum insured

Underinsurance

If the value of the **insured property** on or in any vehicle or consignment is at the time of the **damage** of greater value than the appropriate limit any one vehicle or consignment shown in the schedule **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

11 Personal accident

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Accidental bodily injury

means bodily injury resulting directly and independently of any other cause within twenty-four calendar months in disablement or death

Act of terrorism

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

Deferment period

means the initial period specified in the schedule following **accidental bodily injury** during which the **temporary total disablement** benefit is not payable

Insured person(s)

means as specified in the schedule

Loss of eye(s)

means permanent total and irrecoverable loss of sight

1. in both eyes resulting in the **insured person's** name being added to the Register of Blind Persons or
2. in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

Loss of hearing

means total and irrecoverable loss of hearing in one or both ears

Loss of limb(s)

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints or permanent total and irrecoverable loss of use of a complete leg foot arm or hand

Medical expenses

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the **insured person**

Permanent total disablement

1. In respect of an **insured person** who is an employee means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)** or **loss of hearing**) from engaging in their usual profession trade business or occupation for which they are suited by knowledge training and experience which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

2. In respect of an **insured person** who is an **authorised volunteer** means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)** or **loss of hearing**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Temporary total disablement

1. In respect of an **insured person** who is an employee means total disablement from engaging in or giving attention to their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement
2. In respect of an **insured person** who is an **authorised volunteer** means total disablement from engaging in or giving attention to any occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover

If during the period of insurance an **insured person** sustains **accidental bodily injury**

1. at any time if Cover A applies
 2. arising out of and in the course of their employment by **you** if Cover B applies
- we** will pay the appropriate benefit

Cover operative (A) or (B)

As specified in the schedule

Scale of benefits

The level of benefits are shown in the schedule

If the benefits are expressed in units one unit provides the following

1. Death
£2,500
2. **Loss of limb(s)** or **loss of eye(s)** or **loss of hearing**
£2,500
3. **Permanent total disablement**
£2,500
4. **Temporary total disablement**
£25 per week
5. **Medical expenses**
Maximum of 15% of the benefits payable under 4 above

Extensions

1 Hospital benefit and Medical expenses

If we accept a claim for **accidental bodily injury** under this section **we** will pay

1. **medical expenses** incurred by the **insured person**

Limit
£2,500

2. £20 a day up to £200 if as a result of the **accidental bodily injury** the **insured person** goes into hospital for in-patient treatment

2 Clothing and personal effects

If **we** accept a claim for **accidental bodily injury** under this section **we** will pay for the **insured person's** clothing and personal effects damaged at the same time up to an amount of £500 per person

This amount is in addition to any amount recoverable under any other section of this policy

3 Disappearance

If during the period of insurance an **insured person** disappears and his or her body is not found within 12 months and sufficient evidence is produced that leads **us** to the conclusion that the **insured person** sustained **accidental bodily injury** likely to have caused death **we** shall pay the death benefit under this insurance

If the insured person is subsequently found to be alive any amount already paid will be refunded by **you to us**

4 Exposure

If during the period of insurance an **insured person** sustains **accidental bodily injury** as a result of exposure to the elements **we** will pay **you** in accordance with the death and disablement benefits stated in the schedule

Exclusions

We shall not be liability for **accidental bodily injury**

1. arising from
 - a. any consequence of suicide or deliberate self-injury intoxication sexually transmitted infections insanity pregnancy childbirth the influence of drugs unless such drugs are taken as prescribed and directed by a qualified registered practitioner but not for the treatment of drug addiction
 - b. any health problem which **you** or the **insured person** know of or should have known about at the start of the insurance or when it was renewed and which has been accepted by **us** in writing
 - c. wilful exposure to needless peril (except in an attempt to save a human life)
 - d. any **insured person** taking part in practising or training or any of the following excluded activities
 - i. Aqualung diving
 - ii. Flying (except as a far-paying passenger) hang-gliding or parachuting
 - iii. Hunting on horseback polo showjumping or steeple chasing
 - iv. Driving riding or sailing in any kind of race
 - v. Riding motor cycles or motor scooters as a driver or passenger
 - vi. Winter sports other than curling or ice-skating
 - vii. Football (other than amateur Association) or rugby football
 - viii. Mountaineering cliff or rock climbing abseiling subterranean or elastic rope sports or activities
 - ix. Any pursuit or activity involving personal danger or hazard
 - x. Playing in any sport professionally
 - xi. Service in the armed forces

2. sustained by any person under the age of 16 years or to any person after the expiry of the period of insurance in which that person attained the age of 80 years
3. directly or indirectly caused or contributed to by an **act of terrorism** involving the use or release or the treat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause
If **we** allege that by reason of this exclusion any **accidental bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**
4. travel to a destination to which the Foreign and Commonwealth Office (FCO) has advised against all or all but essential travel before the journey commences

Special conditions

1. Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement**
2. Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement**
3. Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
4. A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
5. No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **temporary total disablement** may be made by **us**

Limit of Liability

The maximum amount **we** will pay in respect of all benefits under this policy in respect of all **insured persons** involved in the same accident shall not exceed £2,500,000 unless otherwise noted in the schedule

In the event that the amount of all benefits payable exceeds the maximum accumulation limit **our** liability in respect of each **insured person** shall be proportionately reduced until the total does not exceed that limit

12 Terrorism

The schedule will show if this section applies

Definitions

Each time any of the following words or phrases appear in this cover in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Act of 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

Business interruption

means loss arising from interruption or interference with the **business** carried on by **you** at the **premises** as a result of damage to or destruction of **property insured** used by **you** at the **premises** for the purpose of the **business**

Computer systems

means a computer or other equipment or component or system or item which processes stores transmits or receives **data**

Losses

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of **property insured** in the **territorial limits** the proximate cause of which is an **act of terrorism**

Data

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

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**

Event

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **act of terrorism**

The date and time that any such period of 72 hours shall commence shall be set by **us**

Hacking

means unauthorised access to any **computer system** whether **your** property or not

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

1. the production or use of atomic energy
2. 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
3. the storage processing or disposal of nuclear fuel or of 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

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

Phishing

means any access or attempted access to **data** made by means of misrepresentation or deception

Property

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is
 - a. a private dwelling house or
 - b. self-contained unit insured as part of a block of units i.e. a block of flats
 unless such property
 - i. is not insured in the name of a private individual
 - ii. is insured in the name of a **sole trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
 - iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by **us**) of the whole of such land or building
2. property including fine art collections which are the subject of
 - a. a trust of any kind or
 - b. an executorship of a will
 and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will
3. any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above

Property insured

means **property** which is insured under other sections of this policy

Sole trader

means

1. a self-employed individual registered as a sole trader with HM Revenue & Customs or
2. a private individual or individuals operating as a landlord and taxed as a business or
3. a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from **property insured**

Territorial limits

means England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

Virus or similar mechanism

means program code programming instruction or any set of instructions intentionally 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

This 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

Cover

We will pay you for

1. damage to or the destruction of **property**
2. **business interruption** or book debts
3. loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property**

as insured by any other section of this policy occasioned by or happening through or in consequence of an **act of terrorism** within the **territorial limits**

Provided always that the insurance by this section is

1. not subject to
 - a. any of the General exclusions of this policy
 - b. any long term agreement or undertaking which may otherwise apply
 - c. any terms in this policy which provide for adjustments of premium
2. subject
 - a. otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
 - b. to a maximum period of insurance of 12 months from the inception or renewal date of this policy Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that
 - i. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
 - ii. the renewal premium due in respect of this section has been received by **us**

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the **property insured** or **business interruption** or book debts or loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event

The most **we** will pay for any one **event** is the lesser of

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

as stated in the relevant section of this policy less the **excess**

The **excess** applicable to losses under this Terrorism section shall be equal to the **excess** applied in respect of the risk of fire and/or explosion under the other sections of this policy

Exclusions

We will not be liable for any losses whatsoever

1. occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. arising under
 - a. marine aviation and transit policies
 - b. motor insurance policies
 - c. bankers blanket bond
3. directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - a. damage to or the destruction of any **computer system** or
 - b. any alteration modification distortion erasure corruption of **data** 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**

Extension for act of terrorism triggered by remote digital interference**Definitions specific to this extension****Property/Property insured**

means as defined in this section but also excludes for the purposes of this extension

- a. any money as defined in the Money (or Money with assault) section currency electronic cryptographic or virtual currency including Bitcoin or any similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever and
- b. any **data**

Specific events

means 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 vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any **computer system**

Exclusion **3.** will not apply to **losses** provided that such **losses**

- 1.** result directly (or solely as regards **3. c.** below indirectly) from **specific events** and
- 2.** are not proximately caused by an **act of terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and
- 3.** comprises
 - a.** the cost of reinstatement replacement or repair in respect of damage to or destruction of **property insured** or
 - b.** the amount of **business interruption** or book debts suffered directly by **you** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property insured** or as a direct result of denial prevention or hindrance of access to or use of the **property insured** by reason of an **act of terrorism** causing damage to or destruction of other **property** within one mile of the **property insured** to which access is affected or
 - c.** the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

Notwithstanding the exclusion of **data** from **property** and **property insured** to the extent that damage to or destruction of **property** and **property insured** within the meaning of sub-paragraph **1.** above indirectly results from any alteration modification distortion erasure or corruption of **data** because the occurrence of one or more **specific events** results directly or indirectly from any alteration modification distortion erasure or corruption of **data** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **property** and **property insured** and otherwise falling within sub-paragraphs **1.** and **3.** from being recoverable under this policy

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **data** be recoverable under this policy

Condition

If **we** allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon **you**

Notwithstanding the above the burden of proof shall be upon **us** to prove or establish all the matters referred to in sub-paragraph **2.** of the Extension for act of terrorism triggered by remote digital interference

Notes

Notes

This contract is underwritten by:
Methodist Insurance PLC.

Our FCA register number is 136423.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website
www.fca.org.uk/register**

**or by contacting the FCA on
0800 111 6768**



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