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Introduction

Thank you for insuring with Ecclesiastical and we welcome you as a policyholder. We are a specialist financial services group, with a strong portfolio of insurance, investment management, broking and advisory businesses in the UK, Ireland, Canada and Australia. All are underpinned by a reputation for delivering an outstanding service for customers, with firmly established roots as a socially responsible general insurer.

Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

How we will use your data

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services for this policy.

Fraud prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims.

For further information on how we use your data and fraud prevention please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy
Claims service and contact numbers

At Ecclesiastical, we like to keep claims simple.

When you claim, we'll look at your cover to see how we can best help you. We'll work swiftly, and deal with your claim fairly. If we can resolve your claim when you first contact us, we will. But if it's a little more complicated, we'll make sure you always know what's going on. We'll also give you direct access to the expert claims handler dealing with your claim, who will be able to make key decisions about your claim.

We'll take a proactive approach to protecting your interests against third party legal liability claims, and we'll always consult you before making any admission of liability.

Claims promise

Our claims promise
- We're here to help when you need to make a new claim – 24 hours a day, 7 days a week
- You can claim by telephone, by email or online
- For new property claims we will respond quickly and within a maximum of one working day
- New personal injury claims will be reviewed and a considered response provided to you within a maximum of 3 working days
- We will give you the name and direct contact details of the specialist who is handling your claim, so you always know who to talk to for help, advice and support
- We will keep it as simple as possible, guiding and assisting you through your claim
- We have carefully chosen our suppliers, working with proven specialists to provide you with the support you need in resolving your claim
- We will pay your claim within one working day of agreeing the settlement amount
- We will defend claims made against you for personal injury robustly, where we have the evidence to do so

We will look for cover and will not hide behind the small print, paying you exactly what you are entitled to, quickly and without fuss.
Making your claim

For new claims the services are available 24 hours a day, 7 days a week.

For enquiries about existing claims, the services are available from Monday to Friday 8am to 6pm.

**For claims other than legal expenses claims call:**

0345 603 8381

**For legal expenses claims call:**

DAS Legal Expenses Insurance Company Limited

0345 268 9124

**For all claims**

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

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Helplines

**Risk advice line**

(provided by Ecclesiastical professionals or external specialists)

0345 600 7531

Email risk.advice@ecclesiastical.com

Risk specialists are on hand to advise you on a range of topics, including:

- Property protection, security, business continuity planning
- Health and safety, food safety, environmental management
- Construction safety, fire safety, occupational health, water safety or asbestos

This helpline is available Monday to Friday 9am to 5pm.

**In the event of a problem, you can obtain help from any of the following helpline services. These are available 24 hours a day 365 days a year for all our policyholders.**

Please make sure that you are able to give your policy number shown on your policy schedule.

**Emergency glass replacement**

0345 600 0148

- If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.
- If you are covered for glass breakage under this policy they will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.
- If the glass is not insured you will be solely responsible for the entire cost of repairs.
Public relations (PR) crisis & Media assistance helpline service

Phone: **0345 600 1861** quoting your policy number

- A dedicated PR crisis helpline.
- Specific PR legal advice to complement cover under the Legal expenses section if operative under your policy.

**Note:**
DAS Legal Expenses Insurance Company Limited have confirmed that PR legal advice received prior to discussion with them will not invalidate any insured claim.

A PR crisis could be defined as:
“Any incident which has the potential to negatively challenge and affect the public's or stakeholders' confidence in an organisation and interfere with its ability to continue operating normally”.

Such incidents are likely to involve members of the public, clients or staff where a loss of life or a major threat to safety or the environment has occurred, or instances where there is an impact on general safety and/or travel arrangements.

**Media types:**
- **Broadcast:** Television and radio
- **Online:** Social media sites such as Twitter and Facebook
- **Print:** National newspapers and regional press.

**The following are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS).**

To help them check and improve their services all calls (except those relating to counselling) may be recorded. When phoning, please quote your DAS reference number EPS/6765044.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Business assistance

**0345 268 9124**

In the event of an unforeseen emergency affecting your premises which causes damage or potential danger DAS will contact a suitable repairer or contractor and arrange assistance on your behalf.

You are responsible for paying contractors' fees, but if the damage is covered under your policy you will be able to submit a claim in the normal way.
**Eurolaw commercial legal advice**

**0345 268 9124**

DAS can provide legal advice on any commercial legal problem affecting you, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible DAS will arrange a call back at a time to suit you.

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

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

**Tax advice (commercial)**

**0345 268 9124**

DAS can provide advice on any tax matters affecting you, under the laws of the United Kingdom.

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

**Counselling**

**0345 266 9667**

DAS can provide all your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the telephone, including where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

DAS are unable to provide the counselling service to persons under the age of 18.
Information services

Provided by DAS Legal Expenses Insurance Company Limited (DAS).

**Employment manual**

The DAS Employment manual provides up to date guidance on employment law.

To view the Employment manual please visit the DAS website at **www.das.co.uk**

From the Home Page click on the Employment manual icon. You can print any part of this document for your own use.

Email DAS at **employmentmanual@das.co.uk**

with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

**DAS businesslaw**

Using **www.dasbusinesslaw.co.uk** you can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using DAS’ smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead. To access DAS businesslaw, you will need to register at **www.dasbusinesslaw.co.uk**. When asked for your policy number, please insert your Ecclesiastical policy number prefixed with ‘EIG’ and the password is **DAS472301**

If you experience any problems accessing the service, please email details of your problem to **businesslaw@das.co.uk** with your policy number in the subject box.
General information

Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc
Beaufort House
Brunswick Road
Gloucester
GL1 1JZ

Tel: 0345 777 3322
Email: complaints@ecclesiastical.com

For Legal expenses complaints

DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side, Temple Back
Bristol BS1 6NH

Tel: 0344 893 9013
Email: customerrelations@das.co.uk

Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:
• Investigate your complaint diligently and impartially.
• Keep you informed of the progress of the investigation.
• For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
• Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service,
Exchange Tower,
London, E14 9SR

Tel: 0800 0 234 567
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website http://ec.europa.eu/consumers/odr/ , which has been set up by the European Commission.

This complaints handling procedure does not affect your right to take legal proceedings.
The Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by Government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:
Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London EC3A 7QU

Tel: **0207 741 4100** or **0800 678 1100**
Fax: **0207 741 4101**
Email: enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.
General definitions

Each time any of the following words or phrases appear in this policy in bold italic type or capital letters in the schedule they will take the specific meaning shown below unless specifically defined in a policy section.

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

**Aircraft**
- means aircraft and other aerial devices dropped from them.

**Asbestos**
- means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos.

**Authorised volunteers**
- means voluntary workers normally resident in the geographical limits acting under your authority whilst engaged in your business.

**Business**
- means the business of the Insured as stated in the schedule.

**Company/we/our/us**
- means Ecclesiastical Insurance Office plc.

**Condition precedent to liability**
- means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by us shall be repaid to us.

**Damage**
- means physical loss destruction or damage.

**Earthquake**
- means earthquake including fire as a result of earthquake.

**Escape of oil**
- means accidental escape of oil from any fixed oil fired heating installation or storage tank caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the period of insurance.

**Escape of water**
- means escape of water from any tank apparatus or pipe including damage to any water tank apparatus or pipe itself caused by freezing of water but excludes water discharged or leaking from an installation of automatic sprinklers.

**Excess**
- means the first amount of each and every loss (after applying any adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss.

**Fire**
- means fire by any cause other than earthquake and includes any losses arising from lightning or explosion.

**Flood**
- means the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam or inundation from the sea.

**Geographical limits**
- means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man.
**Heave**
means upward movement of the ground beneath the site on which the *premises* stand as a result of the soil expanding

**Impact**
means impact by any road or rail vehicle or animal

**Insured/you/your**
means the Insured shown in the schedule

**Landslip**
means downward movement of sloping ground at the site on which the *premises* stand

**Malicious persons**
means intentional and wilful *damage* not caused by thieves

**Period of insurance**
means the period of insurance stated in the schedule

**Premises**
means that part of the buildings and grounds at the addresses shown in the schedule owned or occupied by *you* in connection with the *business*

**Restricted peril(s)**
means *fire earthquake aircraft riot malicious persons storm flood impact escape of water*

**Riot**
means riot civil commotion strikers locked out workers or persons taking part in labour disturbances

**Settlement**
means downward movement as a result of the
(a) normal settlement or bedding-down of structures
(b) settlement or movement of made-up ground

**Sprinkler leakage**
means accidental escape of water from any automatic sprinkler installation in the *premises* not caused by explosion *earthquake* or heat caused by *fire*

**Storm**
means a period of violent wind rain snow or hail but excluding *damage* caused by *flood*

**Subsidence**
means downward movement of the ground beneath the site on which the *premises* stand and includes any losses arising from *heave* or *landslip*

**Theft**
means theft or attempted theft

**Unoccupied**
means vacant untenanted unfurnished empty or no longer in active use for a period exceeding 30 consecutive days

**Vermin**
means any wild animals birds and insects (whether they have protected status or not) that are known to cause *damage* or carry disease
Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document.

In consideration of payment of the premium we will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising in connection with your business during the period of insurance or any subsequent period for which we agree to accept a renewal premium.
General exclusions

This policy does not cover the following

1 Excess

Any excess

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

(a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
(b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
(d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by you for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended

(e) any chemical biological bio-chemical or electromagnetic weapon

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon

This exclusion does not apply to

(i) Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement
(ii) the Personal accident section

4 War risks

Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

This exclusion does not apply to Cover 1 of the Liabilities section

5 Terrorism

Definitions specific to this exclusion

Act of terrorism

In respect of

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

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
(b) all other instances

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

Any loss damage cost or expense 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

This insurance also excludes loss damage cost or expense 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

This exclusion does not apply to the following sections: Reputational risks Personal accident Liabilities Hirers’ liability Professional indemnity Trustees’ and management liability Cyber Legal expenses and Terrorism

6 Date recognition

Definitions specific to this exclusion

Computer

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

Any claim directly or indirectly arising from the failure or possible failure of any computer

(a) to correctly recognise any date as its true calendar date
(b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
(c) to save or correctly process any data on or after any date

but this shall not exclude subsequent damage or consequential loss not otherwise excluded which itself results from a restricted peril or theft

For the purposes of this exclusion theft means theft or attempted theft involving entry to or exit from the buildings of the premises by forcible and violent means or following actual or threatened assault or violence

This exclusion does not apply to the following sections: Reputational risks The assault extension of the Money section Personal accident Liabilities Hirers’ liability Professional indemnity Trustees’ and management liability Cyber Legal expenses and Terrorism
7 Electronic risks

Damage caused by electronic risks as set out below

Definitions specific to this exclusion

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

Failure of a system
means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a system whether or not owned by you to operate at any time as desired as specified or as required in the circumstances of your business activities

Microchip(s)
means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller

System(s)
shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Virus
means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a system transmitted between systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not

Cover excludes damage to

(a) data (other than as provided for under any Reinstatement of data extension within the Business interruption section or Equipment breakdown section) which shall include but shall not be limited to
(i) damage to or corruption of data whether in whole or in part
(ii) unauthorised appropriation of use of access to or modification of data
(iii) unauthorised transmission of data to any third parties
(iv) damage arising out of any misinterpretation use or misuse of data
(v) damage arising out of any operator error in respect of data

(b) any items insured arising directly or indirectly from
(i) the transmission or impact of any virus
(ii) unauthorised access to a system
(iii) interruption of or interference with electronic means of communication used in the conduct of your business including but not limited to any diminution in the performance of any website or electronic means of communication
(iv) failure of a system
(v) anything described in (a) above

but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent damage or loss resulting from subsequent damage which itself results from a cause not otherwise excluded provided that such damage does not arise by reason of any malicious act or omission

This exclusion does not apply to the following sections: Reputational risks Personal accident Loss of registration/licence Liabilities Hirers’ liability Professional indemnity Trustees’ and management liability Cyber Legal expenses Fidelity and Terrorism
8 Pollution or contamination

*Damage* caused by pollution or contamination but this shall not exclude *damage*

(a) to the property insured caused by pollution or contamination which itself results from a restricted peril or theft or escape of oil

(b) to the property insured caused by a restricted peril or theft or escape of oil which itself results from pollution or contamination

(c) as insured under the Loss of oil gas or water extension of the Property damage section

For the purposes of this exclusion theft means theft or attempted theft involving entry to or exit from the buildings of the premises by forcible and violent means or following actual or threatened assault or violence

This exclusion does not apply to the following sections: Equipment breakdown Reputational risks Money with assault extension Personal accident Loss of registration/licence Liabilities Hirers' liability Professional indemnity Trustees' and management liability Cyber Legal expenses Fidelity and Terrorism
General conditions

1  Policy voidable
You must ensure that a fair presentation of the risks to be insured is made to us
In the event of misrepresentation misdescription or non-disclosure of any material fact or circumstance we may void the policy and retain any premium paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless
Where such misrepresentation misdescription or non-disclosure is not deliberate or reckless we may at our option
(a) void the policy and refund to you any premium paid if we would have not entered into this policy on any terms had clear representation description and disclosure been made
(b) proportionately reduce the amount to be paid on any claim if we would have entered into this policy on the same terms but for a higher premium
The reduction in claim payment will represent the percentage difference between the premium you have paid and the premium we would have charged you had clear representation description and disclosure been made
(c) impose additional terms on this policy if we would have entered into this policy on such additional terms but at the same premium had clear representation description and disclosure been made
We may apply these additional terms to your policy with effect from inception

2  Reasonable care
It is a condition precedent to liability that you shall
(a) take all reasonable precautions to prevent damage accident illness and disease
(b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
(c) maintain the premises works machinery and plant in sound condition

3  Alteration of risk
If after the commencement of this insurance
(a) there is any alteration of risk which increases the risk of damage accident or liability
(b) the premises are undergoing alterations or repairs where the contract value exceeds £100,000
(c) your interest ceases except by will or operation of law
(d) an administrator or a liquidator or receiver is appointed or where you enter into a voluntary arrangement
(e) there is any other material change in use of the premises
you must give notice to us as soon as is reasonably possible
Upon any alteration described above we shall be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium
This condition does not apply where buildings become unoccupied as this is dealt with under the ‘Unoccupied buildings’ general condition

4  Multiple insurances
(a) All sections except those detailed separately below
If at the time any claim arises under this policy there is any other insurance in force whether effected by you or not covering the same damage loss expense or liability we shall not be liable for more than our rateable proportion
If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner
(b) Equipment breakdown

Money (excluding the assault extension) Liabilities Hirers’ liability

Reputational risks Professional indemnity and Trustees’ and management liability sections

If at the time of any claim arising under this policy you are or would but for the existence of this policy be entitled to indemnity under any other policy or policies we shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

5 Fraudulent claims

If a claim made by you or anyone acting on your behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any damage is caused by your wilful act or with your connivance we may at our option

(a) repudiate the claim
(b) recover any payments already made by us in respect of the claim
(c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date

If we cancel the policy we will notify you in writing by special delivery to your last known address

6 Unoccupied buildings

It is a condition precedent to liability that

(a) when a building or part of a building insured by this policy becomes unoccupied or when an unoccupied building or part of a building is again occupied you must tell us as soon as is reasonably possible

Upon any alteration as described above we may at our option

(i) amend the terms and conditions that apply to such buildings and charge an additional premium
(ii) cancel the cover for any affected buildings
(iii) cancel the policy in accordance with the Cancellation condition

(b) in respect of any building or part of a building which becomes unoccupied

(1) you must turn off electricity, gas and water supplies at the mains and drain down all water systems other than those required to maintain intruder alarm fire alarm and sprinkler installations or other fire suppression security or other risk protection systems or devices
(2) you must remove all waste and unfixed combustible materials both internally and externally from such buildings
(3) you must maintain in full and efficient working order and keep operational all alarms, sprinkler installations, fire suppression systems locks, and all other protective and security devices including perimeter security protection at the premises
(4) where there is a sprinkler installation you must maintain the central heating system to prevent freezing and
   (i) the system should be inspected to ensure it is operating correctly whenever such buildings are inspected
   (ii) the temperature throughout the building must be maintained at not less than 7 degrees Centigrade (45 degrees Fahrenheit)
   (iii) the system must be serviced and maintained at least annually by an appropriately qualified engineer
(5) you must undertake an internal and external inspection of such buildings at least every 7 days and rectify as soon as is reasonably possible any defects in the fabric of the building or the security or fire protection installations

A record of inspections including remedy of any defects must be maintained
6. **you** must permanently seal shut the letterbox. Where the letterbox cannot be sealed shut **you** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it whenever such buildings are inspected.

7. **you** must tell **us** as soon as is reasonably possible if such buildings are to be occupied by contractors for any alterations, renovations, conversions or repair.

8. In addition to the Claims condition that requires **you** to tell **us** as soon as **you** become aware of an incident that may result in a claim **you** must also tell **us** as soon as **you** become aware of any illegal entry to the premises whether or not any damage has occurred.

9. **you** must review and update **your** risk assessment (including the fire risk assessment) of such buildings to reflect the change in risk.

Unless otherwise agreed by **us** in writing.

### 7. Security

It is a **condition precedent to liability** for damage at or to the premises caused by theft or attempted theft that all locks, bolts, and other protective devices fitted to the premises be put into full use whenever the premises are closed for business and are not attended by **you** or an authorised person for the purpose of the business.

Where the premises are occupied by **you** for business and residential purposes:

(a) the business portion must be secured as outlined above outside of working hours of the business.

(b) the residential portion must be secured as outlined above when this portion is unattended by **you** or your family or other authorised persons.

Any additional security conditions that apply will be detailed on **your** policy schedule if applicable.

### 8. Fire extinguishing appliances

Where **you** are required to provide fire extinguishing appliances to comply with the Regulatory Reform (Fire Safety) Order 2005 (applicable in England and Wales) or the Fire Scotland Act (2005) and/or any similar or replacement legislation or **you** have otherwise provided fire extinguishing appliances upon which others may rely **you** must have all such appliances inspected and maintained under an annual service contract with a specialist contractor or otherwise competent person.

### 9. Fire alarm installations

It is a **condition precedent to liability** that where any premises is protected by an automatic fire alarm installation that:

(a) the installation (including any automatic alarm signalling) shall be maintained in full and efficient working order at all times and all reasonable steps taken to prevent damage to the installation.

(b) an undertaking shall be in force with engineers who are LPS 1014 or BAFE SP203 approved (or engineers as otherwise accepted by **us**) to maintain the automatic fire alarm installation and written confirmation shall be obtained from them that the installation is in satisfactory working order following each inspection.

(c) the testing, servicing, and maintenance requirements specified by the manufacturer of the equipment/installing engineers shall be carried out and any defect revealed by the testing promptly rectified.

(d) immediate notice shall be given to **us** if the level of response to the automatic fire alarm has been or will be reduced or delayed.

(e) where there is an external alarm signal **you** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm receiving centre.

(f) in the event of notification of any activation or alarm fault of the automatic fire alarm a keyholder shall attend the premises as soon as is reasonably possible.
(g) immediate notice shall be given to us of any disconnection or failure of the automatic fire alarm installation (including any automatic alarm signalling) and any precautions we instruct you to take shall be acted upon

(h) advance notice is given to us if it is proposed that any part of the
   (1) installation (including any automatic alarm signalling) is to be extended altered repaired or rendered inoperative
   (2) premises is to be extended or altered
       and obtain our prior written agreement

(i) records of all alarm faults disconnections tests and maintenance visits are kept and made available when required to our representatives

(j) 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

10 Intruder alarms

Definitions specific to this condition

Intruder alarm system
    means the component parts of the intruder alarm system including the means of communication used to transmit signals

Keyholder(s)
    means you or any person or keyholding company authorised by you who is available at all times to accept notification of faults or alarm signals relating to the intruder alarm system and attend and allow access to the premises

It is a condition precedent to liability that where any premises is protected by an intruder alarm system that

(i) the intruder alarm system shall be installed in accordance with the specification agreed in writing by us and no alteration or variation of the system or any structural alteration to the premises which would affect the system shall be made without our written consent

(ii) the intruder alarm system shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by us and immediate notice of any apparent defect in the intruder alarm system or its signalling shall be given to the maintenance contractor

(iii) the intruder alarm system shall be tested and set whenever the alarmed portion of the premises is closed for business and is not attended by you or any person authorised by you to be responsible for the security of the premises provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times

(iv) all keys including duplicate keys and notes of combination locks/electronic pass codes letters and numbers relative to the intruder alarm system shall be removed from the buildings of the premises whenever they are closed for business and are left unattended provided that at such times if part of the premises is occupied residentially by you or an authorised employee the said keys shall be removed from the business portion of the premises to the part occupied residentially

(v) immediate advice shall be given to us of any notice from the police or a security organisation that intruder alarm system signals may be or will be disregarded

(vi) you shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and police authorities

(vii) in the event of notification of any activation of the intruder alarm system or interruption of the means of communication during any period that the intruder alarm system is set a keyholder shall attend the premises as soon as is reasonably possible

Unless otherwise agreed by us in writing
11 Arbitration

Provided we have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

(a) an agreed arbitrator or if an arbitrator cannot be agreed
(b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days’ written notice to the other party

You must not take legal action against us over the dispute before the arbitrator has reached a decision

This condition does not apply to the Legal expenses section

12 Cancellation

In circumstances other than those in the Policy voidable Alteration of risk and Fraudulent claims conditions we may cancel the policy or any section of it by sending seven days’ notice commencing from the date of posting by special delivery to you at your last known address and shall refund to you the proportionate premium for the unexpired period of cover

13 Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose us to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

If any such sanction prohibition or restriction takes effect during the period of insurance you or we may cancel that part of this policy which is affected with immediate effect by giving such notice in writing

In such circumstances we shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding

14 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without our prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy or any section of this policy

15 Law applicable

This policy (other than the Legal expenses section) shall be governed by and construed in accordance with the law of England and Wales unless the Insured’s habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply

16 Rights of third parties

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

**Your duties**

When an incident occurs that may result in a claim it is a condition precedent to liability that you shall

(a) take all practicable steps to recover property lost and otherwise minimise the claim
(b) tell the police as soon as is reasonably possible
   (i) if the damage is caused by thieves malicious persons vandals or as a result of riot
   (ii) for incidents under the Fidelity section
(c) tell us as soon as you become aware
(d) within 30 days (7 days for damage by riot) give us at your expense any information we require and continue to provide us with any information and assistance we require before or after we pay your claim under the policy
(e) not make or allow to be made on your behalf any admission offer promise payment or indemnity without our written consent
(f) forward to us every letter claim writ summons and process immediately upon receipt without acknowledgement and advise us in writing as soon as you have any knowledge of any impending prosecution inquest or inquiry in connection with that event

Additional conditions apply to the Reputational risks Loss of registration/licence Professional indemnity Trustees’ and management liability Cyber and Legal expenses sections which are detailed in the sections and which for the Legal expenses cover include conditions relating to your legal representation

**Our rights**

We may

(a) start take over defend and conduct any legal action in your name
(b) prosecute in your name for our benefit any claim for indemnity or damages

We will have full discretion in the conduct and settlement of any such action

(c) enter any building where damage has occurred and take and keep possession of any property insured by this policy

   We will not accept property abandoned to us

This policy shall be proof that you have authorised our rights under this condition

(d) at any time pay to you the relevant limit of indemnity
   (i) in the case of claims for Employers’ liability or Prosecution defence costs or Trustees’ and management liability less any amount already paid or incurred
   (ii) in the case of Public & products liability claims less any amount already paid or incurred as damages
   (iii) less any amount already paid or agreed to pay for settlement damages interest and claimant’s costs or costs for which you are liable in the case of claims for Professional indemnity or any lesser amount for which at our discretion any claim or claims can be settled

   We will then relinquish control of the claim and have no further liability except for any Public & products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) we will also pay any legal costs incurred prior to the date of such payment

(e) in the case of Personal accident or Assault extension claims involving the death of an insured person have a post mortem carried out at our expense

Additional conditions apply to the Fine art Legal expenses Professional indemnity Trustees’ and management liability Cyber and Loss of registration/licence sections which are detailed in the sections and which for the Legal expenses cover include conditions relating to your legal representation
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 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 at the premises including

(a) landlord’s fixtures and fittings

(b) outbuildings, storage tanks, walls, gates and fences

(c) 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

(d) aerials and satellite dishes fixed to the buildings

(e) the following items fixed to the buildings

   (i) wind turbines less than 10kW generating capacity

   (ii) solar panels less than 50kW generating capacity

   (iii) photovoltaic panels less than 50kW generating capacity

   subject to the limits shown under the Limit of liability paragraph to this section

(f) yards, car parks, roads and pavements

(g) artificial playing surfaces, tennis courts, swimming pools and associated apparatus

(h) fixed glass and sanitary fixtures

Excluding

(i) Bridges, dams, land piers, jetties, culverts, excavations and marquees

(ii) Property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure except as provided for by the Minor contract works extension unless more specifically mentioned in the schedule to this policy

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

**Contents**

means business equipment, computers, plant, machinery, furniture, fixtures, tenants improvements, consumable stock not for sale and all other contents belonging to you or for which you are legally responsible or which are entrusted to you whilst at the premises and elsewhere as stated in this policy and the schedule

Contents includes the following property subject to the limits shown under the Limit of liability paragraph to this section

(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

   but not any cost in connection with producing information to be recorded or the value of the information to you

(2) prints, paintings, drawings, rare books, pieces of tapestry, sculptures or other works of art

(3) jewellery, precious stones, or precious metals, bullion, furs or curiosities
(4) the personal belongings of the following whilst at the premises
   (a) directors trustees officials partners employees residents and authorised volunteers
   (b) visitors and members
   (c) other persons as shown in the schedule
(5) personal money of those specified in (4)

Excluding
(i) stock
(ii) landlord’s fixtures and fittings
(iii) cash or money instruments of any description whether negotiable or non-negotiable (other than personal
money noted in (5) above)
(iv) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling
stock watercraft or aircraft
(v) any living creatures
(vi) trees shrubs plants or other vegetation (except where more specifically noted by this policy)
(vii) explosives
(viii) any other property more specifically insured

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

Personal belongings
means clothing and personal articles worn used or carried about the person but excluding bankers’ cards
credit and debit cards and property more specifically insured

Stock
means stock (other than consumable stock not for sale) materials in trade and work in progress belonging to
you or for which you are legally responsible or which are entrusted to you whilst at the premises including its
open yards and spaces and elsewhere as stated in this policy and the schedule

Cover

We will indemnify you in respect of damage to the items insured at the premises or elsewhere as stated in this
section or the schedule by any cause not specifically excluded happening during the period of insurance

Exclusions

The cover provided by this section excludes
(1) damage caused by or consisting of
   (i) inherent vice latent defect depreciation gradually operating causes wear and tear frost its own faulty or
defective design or materials faulty or defective workmanship by you or any of your employees or
operational error or omission by you or any of your employees
   But this shall not exclude subsequent damage which itself results from a cause not otherwise excluded
   (ii) corrosion dust rust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness
dryness marring scratching vermin change in temperature colour flavour texture or finish
   (iii) erasure loss distortion or corruption of information on computer systems or other records programs or
software
(2) damage to property resulting from its undergoing any process of cleaning dyeing restoration production
packing treatment testing commissioning servicing or repair
(3) **damage** caused by the property undergoing any heating process or any process involving the application of heat

(4) **damage** caused by or consisting of
   (i) acts of fraud or dishonesty
   (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information

(5) **damage** caused by joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam feed piping in connection therewith

(6) **damage** consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

(7) (i) **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 is the subject of a contract providing the required inspection service
   (ii) **damage** caused by 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

(8) **damage** resulting from atmospheric and climatic conditions (other than storm or flood)

(9) **damage** attributable solely to change in the water table level

(10) **damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

(11) **damage**
   (i) resulting from cessation of work
   (ii) occasioned by confiscation or destruction or requisition by order of the government or any public authority

(12) **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

(13) property more specifically insured

(14) consequential loss of any kind

(15) **damage** to any building or structure caused by its own collapse or cracking unless it results from a restricted peril

(16) **damage** to wind turbines solar panels and photovoltaic panels unless resulting from a restricted peril or theft

(17) **damage** to any building which is unoccupied
   This exclusion shall not apply to **damage** caused by fire aircraft earthquake or impact

(18) **damage** caused directly by or consisting of
   (i) subsidence unless provided for under the Subsidence extension or caused by fire subterranean fire explosion earthquake or escape of water
   (ii) settlement
   (iii) coastal or river erosion

(19) **damage** caused by storm to inflatable structures except where damaged by falling trees

(20) **damage** caused by flood wind rain hail sleet or snow to
   (i) any movable property in the open
   (ii) fences and gates

(21) **damage** caused by or arising from malicious persons to moveable property in the open except for
   (i) groundsperson’s equipment in the grounds of the premises provided that any mechanically or electrically driven equipment is immobilised when not in use
   (ii) to fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the premises
   (iii) your signs and nameplates fixed to the buildings or positioned outside but in the immediate vicinity of the premises
(22) damage caused by or arising from theft

(i) unless
(a) entry to or exit from the buildings of the premises is by forcible and violent means or
(b) following actual or threatened assault or violence

(ii) to the buildings other than provided for under the Damage to the buildings by theft extension

(iii) of moveable property in the open except for
(a) grounds person's equipment in the grounds of the premises provided that any mechanically or electrically driven equipment is immobilised when not in use
(b) fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the premises
(c) your signs and nameplates fixed to the buildings or positioned outside but in the immediate vicinity of the premises

(iv) where you or any member of your household or any of your partners or employees are concerned as principal or accessory

(23) damage to

(i) glass caused by scratching or chipping or whilst not fixed

(ii) glass caused by or traceable to alterations to the premises or in the glass whereby the risk of damage is increased

(iii) bulbs or tubes unless the signs in which they are contained are damaged at the same time

(iv) glass sanitary fixtures or signs already cracked chipped or scratched at the commencement of the insurance

Basis of settlement

We will pay up to the value of the item(s) insured at the time of the damage or at our option repair reinstate or replace the item(s) insured in accordance with the following

1 Reinstatement

Subject to the following Special conditions the basis upon which the amount payable in respect of property insured under this section (but excluding bed linen stock and personal belongings) 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 (a) or (b) 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 this basis of settlement

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 basis of settlement 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 basis of settlement 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 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 the items insured more than its sum insured
5 All the terms and conditions of the policy shall apply
   (a) in respect of any claim payable under this basis of settlement except insofar as they are varied hereby
   (b) where claims are payable as if this basis of settlement 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 Basis of settlement - Reinstatement) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with insofar 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 replaces Special conditions 1 and 5 of Basis of settlement - Reinstatement
   1 Each item insured under this basis of settlement 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
   5 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 basis of settlement 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 basis of settlement 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 Donated second hand goods
The most we will pay in respect of damage to second hand goods is the cost to replace the goods at the time of the damage with similar goods less an allowance for wear and tear
   The amount payable will be based on your records of the goods including invoices bills or receipts
## Limit of liability

Our liability shall not exceed

1. (i) for each item insured
   - (a) its individual sum insured or
   - (b) any other limit of liability noted in this section or elsewhere in the policy
   (ii) in total the total sum insured for all items

2. for the following items the limit specified below will apply unless more specifically mentioned in the schedule

| Limit |  
|-------|---|
| £20,000 in the aggregate for all claims in the period of insurance |  
| 5% of the contents item sum insured any one claim |  
| £5,000 in the aggregate for all claims in the period of insurance |  
| £1,000 in the aggregate for all claims in the period of insurance |  
| £2,500 per person any one claim |  
| £1,000 any one claim |  
| the limit shown for any one person any one claim |  
| £100 per person any one claim |  
| £20,000 in the aggregate for all claims in the period of insurance |  

- Groundsperson’s equipment in the grounds of the premises
- Fixtures including fixed floodlighting and external lighting security equipment fixed to the exterior of the buildings or in the grounds of the premises
- Fixed or unfixed equipment, garden decorations and ornaments, monuments, memorials, statues, bridges and garden furniture in the grounds of the premises (other than provided by (i) and (ii) above)
- Signs and nameplates fixed to the buildings or positioned outside but in the immediate vicinity of the premises
- Computer systems, records
- Prints, paintings, drawings, rare books, pieces of tapestry, sculptures or other works of art
- Jewellery, precious stones or precious metals, bullion, furs or curiosities
- The personal belongings of the following whilst at the premises
  - (a) directors, trustees, officials, partners, employees, residents and authorised volunteers
  - (b) visitors and members
  - (c) other persons as shown in the schedule
- Personal money of those specified in (vii) above
- For wind turbines less than 10kW generating capacity
- Solar panels less than 50kW generating capacity
- Photovoltaic panels less than 50kW generating capacity
Provided that our liability in any one period of insurance shall not exceed the sum insured for each item or the total sum insured for all items.

Irrespective of the number of insured parties our total liability to all the insured parties will not exceed that shown above.

Any payment or payments by us to any one or more insured party shall reduce the extent of our liability to all parties by the amount of such payment in respect of any one event giving rise to a claim under this section.

**Automatic reinstatement of sum insured**

The sums insured stated in the schedule will be automatically reinstated by the amount of any claim we pay provided that:

(a) we have not given you notice within 30 days of you reporting the damage that we will not reinstate the sum insured.

(b) you pay any such additional premium as may be required.

(c) you complete any improvements to security or other measures we may require at the premises.

(d) in respect of damage by theft or attempted theft reinstatement of the sum insured will apply only once during each period of insurance.

**Memoranda**

1. **Index-linking**

   The sum insured by 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.

   In the event of damage index-linking will continue from the date of damage until the resulting claim is settled but we will not pay for increased costs which arise due to unnecessary delay on your part.

2. **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.

3. **Adjustment of premium**

   If any part of the premium has been calculated on estimates you shall within 30 days from the expiry of each period of insurance supply to us such information as we may require.

   The premium for such period will be adjusted and the difference paid by or allowed to you subject to any minimum premium.

4. **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.
5 72 hour provision

All individual losses arising out of and directly occasioned by storm flood or earthquake occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one excess will apply.

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

Extensions

The insurance cover provided by this section is extended to include the following unless specifically stated otherwise.

Unless specifically stated otherwise these extensions do not increase our liability as stated in the Limit of liability paragraph to this section.

All claims are subject to the appropriate excess.

1 Non-invalidation

The cover by this section shall not be invalidated by any act, omission or 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 is reasonably possible and pay an additional premium if required.

2 Other interests

The interest in the buildings insured by this section of any mortgagees, lessors and freeholders of the property is noted.

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 any cause not specifically excluded under this section 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:

(a) removing debris
(b) dismantling and/or demolishing
(c) shoring up or propping

of the portion or portions of the property insured by the said items destroyed or damaged by any cause not specifically excluded under this section 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 a cause not specifically excluded under this policy and
(2) the buildings of the premises are damaged by the same cause 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
(i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
(ii) arising from pollution or contamination of property not insured by this section

5 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

6 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
(a) European Union legislation or
(b) 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
(i) the cost incurred in complying with the Stipulations
   1 in respect of damage occurring prior to the granting of this extension
   2 in respect of damage excluded or otherwise not insured by this section
   3 under which notice has been served upon you prior to the happening of the damage
   4 for which there is an existing requirement which has to be implemented within a given period
(ii) 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
(iii) 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 12 months after the damage or within such further time as we may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to our liability under this extension not being 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 or
   (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 insofar as they may be expressly varied shall apply as if they had been incorporated herein
7 Trace and access

The costs and expenses necessarily and reasonably incurred by you with our consent in locating the source of damage caused by an escape of oil or water from any fixed water or heating system in the buildings and in subsequent repair of damage caused by locating the source

Limit
50,000 any one claim

8 Loss of oil gas or water

We will pay for

(a) loss of metered water from the water or heating system after damage to that system by any cause not otherwise excluded by this policy
(b) loss of oil (other than covered by (d) below) or gas from the water or heating system after damage to that system by any cause not otherwise excluded by this policy
(c) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the premises
(d) theft of oil from any storage tank used for the heating system at your premises
(e) the cost of decontaminating the grounds of your premises following accidental discharge of oil (not otherwise excluded by this policy) from any oil fired heating installation or storage tank

The most we will pay under (a) is 10,000 any one claim and 50,000 in the aggregate in any one period of insurance
The most we will pay under (b) or (c) is 5,000 any one claim
The most we will pay under (d) is 5,000 in any one period of insurance
The most we will pay under (e) is 25,000 any one claim

9 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
(a) the buildings are not insured elsewhere for the benefit of the purchaser
(b) the purchaser complies with and is bound by the terms of the policy

10 Raffle prizes and donated goods

Damage by any cause not otherwise excluded by this policy to raffle prizes and donated goods to be used for fund raising 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

11 Deterioration of refrigerated stock

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
(a) 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
(b) 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
(c) the excess specified in the schedule

Limit
£5,000 for the contents of any unit and £20,000 in the aggregate in any one period of insurance

12 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

13 Damage to the buildings by theft
Where theft is included the insurance extends to include
(a) repairs to the buildings following theft of the fabric of the buildings excluding following the theft of external metal provided that the buildings are insured under this section
(b) repairs to the buildings following theft of external metal provided that the buildings are insured under this section
(c) damage to the buildings caused by theft of contents provided that the contents are insured under this section
(d) 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

Excluding damage
(i) when scaffolding is erected at the premises unless we have agreed in writing to continue cover
(ii) to any building which is unoccupied

Limit
The most we will pay for
(a) is £10,000 any one period of insurance
(b) or (d) is £5,000 in any one period of insurance

14 Lock replacement following loss or theft of keys
If contents are insured the reasonable costs incurred in gaining access to the premises and/or replacing locks at the premises including locks of safes or strongrooms in the premises if keys are stolen or lost

Limit
£5,000 in any one period of insurance

15 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 by any cause not otherwise excluded by this policy

Limit
£50,000 any one claim
16 Extinguisher and alarm resetting 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 damage to property insured under this section

17 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
(a) if damage had occurred it would have resulted in a claim that would have been accepted by us under this section of the policy
(b) we are satisfied that damage has been prevented or mitigated by means of the exceptional measures
(c) the terms conditions and exclusions of this section and the policy apply as if damage had occurred
(d) 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

18 Property away from the premises

(a) Contents whilst temporarily removed for cleaning renovation repair or other similar purposes to any premises and in transit to or from such locations within the geographical limits
(b) Personal belongings belonging to persons detailed in part (4) of contents whilst they are engaged in your business anywhere in the geographical limits (or other area if shown in the schedule) unless more specifically insured elsewhere in this section
(c) Contents comprising unspecified items other than personal belongings situated anywhere in the geographical limits (or other area if shown in the schedule) unless more specifically insured elsewhere in this section

Limit
The most we will pay under (b) is £250 for any one item and £500 for any one person
The most we will pay under (c) is £1,000 for any one claim
The most we will pay under (b) and (c) in the aggregate in any one period of insurance is £5,000

(d) Items specified in the schedule are covered whilst at the location stated in the schedule up to the sum insured shown for each item

The limits in respect of (d) are in addition to the contents sums insured stated in the schedule

Excluding damage
(i) to a trailer or caravan whilst attached to or being towed by a motor vehicle
(ii) by theft from any unattended vehicle unless
   (1) the vehicle is locked at all points of access
   (2) there are visible signs of forcible and violent entry to the vehicle
   (3) the property (unless permanently fixed in position) is out of sight
19 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
(i) 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
(ii) 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)
(iii) the costs of conservation or scientific analysis of materials or objects retrieved in the course of an archaeological exercise

Limit
£250,000 any one claim

20 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 the 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
(i) the costs 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
(ii) any additional costs for replacing undamaged property
(iii) 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

(i) 10% of any one claim or
(ii) 10% of the sum insured or
(iii) £500,000

whichever is the lower

### 21 Removal of wasp bee or hornet nests

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

Limit

£500 any one claim

### 22 Contractors' interest

Where **you** are required to insure the **buildings** in the joint names of **you** and any contractor or sub-contractor under the terms or conditions of any contract covering works at the **buildings** the interest of the contractor or sub-contractor is noted provided that **you** notify **us** of any single contract valued at £100,000 or more in advance of the start date of the works and pay any additional premium **we** may require.

The following extensions 23 to 26 increase the sums insured that apply but only to the extent stated

### 23 Minor contract works

**Explanatory notes (not forming part of the policy)**

1. 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.

2. 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

(i) the value of the contract does not exceed £100,000
(ii) 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 and 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

(a) the buildings are insured under this section against all of the specified perils
(b) 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

(a) the existing structures and any contents for which you are responsible
(b) 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**

(a) damage to

(i) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
(ii) any craft designed to travel in on or through water air or space
(iii) 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
(iv) 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
(b) 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 Seasonal stock increase

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.

25 Capital additions

Under the Buildings and Contents items

(a) alterations and additions to the property insured but not in respect of any appreciation in value
(b) 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 £500,000 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 and pay any additional premium that is required from the date of the alteration addition or acquisition

26 Bequeathed property

Damage 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

(a) For buildings shall not exceed 10% of the buildings sum insured or £250,000 whichever is the less any one bequest

(b) All other bequeathed property shall not exceed

(i) £50,000 any one bequest

(ii) a single article limit of £5,000

Excluding

(i) motor vehicles licensed for road use or their accessories trailers caravans watercraft or aircraft

(ii) property insured under any other policy

(iii) cash or money instruments of any description whether negotiable or non-negotiable
Optional Extension

This extension does not increase our liability as stated in the Limit of liability paragraph to this section

27 Subsidence

(only applicable if stated as insured in the schedule)

Notwithstanding exclusions 15 and 18 of this section the insurance is extended to include subsidence excluding damage

(a) to bridges boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks artificial playing surfaces and swimming pools unless also resulting in damage to a building insured under this policy
(b) to contents and stock unless caused by landslip
(c) caused by or consisting of
   (i) settlement
   (ii) coastal or river erosion
(d) caused by defective design or workmanship or the use of defective materials
(e) caused by fire earthquake or escape of water
(f) which originated prior to the inception of cover
(g) resulting from
   (i) demolition construction structural alteration or repair of any property
   (ii) groundworks or excavation
   at the same premises

Special condition applicable to this extension

You shall notify us immediately 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
2 Fine art and collections

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.

Agreed value

means the value agreed by you and us for the purpose of this policy.

No representation is made by us that those values represent the market value or any other basis of value.

Art

means anything that could be bought or sold at a reputable auction house including but not limited to:

(a) paintings, works on paper, exhibits, tapestries, rugs, antique guns, furniture, sculpture, ceramics, gold, silver or gold and silver plated items, architectural features

(b) collectibles including glass clocks, barometers, coins, stamps, medals, antiques and wine

Excluding jewellery/watches/furs

Depreciation

means the reduction in value of an item caused directly by damage to the item and arrived at with reference to the full insured value of the item as per the basis of settlement and its condition prior to the damage.

Exhibits

means any temporary or permanent item or items held in your collections as listed in the schedule.

Jewellery/watches/furs

means jewellery, watches, gemstones, pearls, items of gold or silver or other precious or semi-precious metal and/or articles comprising them designed to be worn on the person and furs.

Market value

means the price a willing buyer would pay to a willing seller with good title at the place the item was located immediately prior to the loss after a reasonable period for marketing taking into account the state of the market for goods of that type and the size and condition of the goods.

Temporary

means for a period not exceeding 90 days.

Cover

We will indemnify you in accordance with the Basis of settlement following damage to an item of art and jewellery/watches/furs as detailed in the schedule belonging to you or for which you are legally responsible or which are entrusted to you occurring during the period of insurance whilst at the premises or whilst at other locations agreed by us.
Exclusions

We shall not be liable for

1. damage or expense caused by or resulting from theft fraud or dishonesty committed by any of your directors trustees employees or authorised volunteers or anyone to whom your art is consigned or otherwise directly or indirectly entrusted or loaned
2. items kept in the open grounds of the premises unless specifically declared to us as such and agreed by us at the applicable premium
3. damage to the property insured whilst in any building which is unoccupied
4. mysterious disappearance or unexplained loss
5. damage or expense caused by or resulting from
   a. natural ageing gradual deterioration inherent vice latent defect rust or oxidation vermin warping or shrinkage mould fungus mildew corrosion or the intrinsic nature of the subject matter insured
   b. smoke damage caused by smog agricultural or industrial work or any gradual cause
   c. aridity humidity exposure to light or extremes of temperature unless such damage is caused by storm frost or fire or another sudden unforeseen event
   d. any process or alteration refurbishment repair maintenance dismantling restoration decoration heating drying cleaning washing or dyeing
   e. misuse of any property insured under this section
6. damage attributable solely to change in the water table level
7. damage to information on computer systems or other records programs or software resulting from accidental or malicious erasure loss distortion or corruption or from any unidentifiable cause or any consequential loss resulting therefrom

Basis of settlement

1. Art
   a. The basis of valuation for settlement of any total loss covered will be
      i. for art individually listed the agreed value shown in the schedule
      ii. for art not individually listed the market value immediately prior to the loss up to £30,000 for any one item pair or set
      iii. for art loaned to you we will pay the value specified in the Loan Agreement
   b. In the event of partial damage to any art the amount payable will be the cost of restoration plus any resulting depreciation but not exceeding the full insured value of the art valued as in (1)(a) above as applicable
2. Jewellery/watches/furs
   a. The basis of valuation for settlement of any total loss covered will be
      i. for jewellery/watches/furs individually listed in the schedule the value listed or the market value immediately prior to the loss whichever is the less
      ii. for jewellery/watches/furs not individually listed in the schedule the market value immediately prior to loss up to £17,500 for any one item pair or set
   b. In the event of partial damage to any jewellery/watches/furs insured we will pay the cost of repair plus any resulting depreciation but not exceeding the full insured value of that item as in (2)(a) above as applicable

At our option we may arrange the repair
Any disagreements as to the market value are to be resolved in accordance with the General condition 'Arbitration'
Following damage to any item which has an increased value because it forms part of a pair or set the amount we shall pay will take into account the loss in overall value
**Limit of liability**

Our liability in the **period of insurance** shall not exceed

(a) the sum insured for each item shown in the schedule or
(b) any other limit of liability in this section
and
(c) in total shall not exceed the total sum insured for all items

**Extensions**

The insurance by this section is extended to include the following

Unless specifically stated otherwise these extensions do not increase our liability as stated in the Limit of liability paragraph

1. **New acquisitions**

The limit provided by this extension is in addition to the sums insured stated in the schedule

New acquisitions of **art jewellery/watches/furs** acquired during the **period of insurance** provided that you notify us within 60 days of the acquisition and pay any additional premium as may be required from inception of the cover

We may cancel cover for new acquisitions by notifying you in writing within 14 days of receiving notification and giving 7 days notice

Limit

10% of the total sum insured on such property or £250,000 whichever is the lower any one claim

2. **Defective title**

The limit provided by this extension is separate from the sums insured stated in the schedule

We will indemnify you for claims made against you arising from your purchase of **art** for which the vendor had defective or no title or on which a charge or encumbrance had been placed prior to the purchase of which you were not aware and should not have been aware after making reasonable enquiry

Providing always that

(i) the purchase was made after the date you first insured your art with us under this policy
(ii) the claim is made against you during the **period of insurance**
(iii) you do not commence any litigation or other legal process without our consent and you inform us immediately upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without our consent
(iv) we have the right to take over the conduct of the litigation if we wish and settle on such terms as the lawyer instructed advises are reasonable
(v) if you are required to relinquish possession of the art to another party we will pay the amount that you paid to purchase the art
(vi) if you are required to pay damages to another party we will pay the amount of those damages up to the market value of the item at the time of payment

Limit

£500,000 including legal costs in the **period of insurance**
3 Restoration and framing

Notwithstanding exclusion 5(d) if any damage occurs which is caused by a professional conservator restorer or framer we will pay the reasonable cost of repair and any depreciation directly caused by the damage.

Provided that our liability under this extension shall not exceed the value of the individual item and in the aggregate the sum insured for art.

4 Work in progress

We will cover uncompleted works of art and jewellery/watches/furs by an artist commissioned by you which are damaged prior to completion or which cannot be completed due to the artist's death.

We will pay for the costs you have incurred for the materials and supplies for the artist and the contracted costs for labour.

Limit

For any one claim we will not pay more than the amount of non-recoverable deposits or the full commission price if pre-paid.

The most we will pay is £30,000 in the aggregate any one period of insurance.

5 Temporary removal

Art and jewellery/watches/furs whilst away from the premises for a temporary period at locations shown in the schedule and in transit.

Limit

(i) for art is £5,000,000 or the sum insured for art whichever is the less.
(ii) for jewellery/watches/furs is £15,000 in the aggregate in any one period of insurance.
(iii) in respect of losses from unattended vehicles for art and jewellery/watches/furs £10,000 in the aggregate in any one period of insurance provided that

(a) the vehicle is locked at all points of access and alarmed
(b) there are visible signs of forcible or violent entry to the vehicle
(c) the property is out of sight in a locked compartment or locked boot within the vehicle.

When in transit it is a condition precedent to liability that you comply with the Transit condition.

6 Emergency evacuation

(a) The reasonable cost with our agreement of moving your art and jewellery/watches/furs to and from and keeping them in secure storage if your premises become unoccupied due to sudden loss of or damage to your premises or

(b) A statutory or regulatory body prohibits occupation or use of your premises

until either the loss or damage is rectified or the local authority allows you to occupy your premises again.
## Conditions

### 1 Recovered property

Following payment of the full amount insured for any art or jewellery/watches/furs title passes legally to us.

However if we recover any of your property after we have paid a claim we will contact you and you can buy it back from us within 60 days.

We will charge

(a) the amount we paid for your claim plus interest and any recovery cost and expenses or

(b) the market value of the item at the time we recover it

whichever is the less.

### 2 Art – loaned items

(a) In respect of art loaned to you values for the purpose of this policy should be agreed between you and the owner before the loan is accepted and should be documented in a Loan Agreement complying with paragraph (b) below.

(b) Loan Agreements must incorporate the following

(i) the name of the owner

(ii) a statement specifying which party shall be responsible for any loss or damage and when risk transfers

(iii) a description of each item of art consigned as agreed between you and the owner

### 3 Consignment of art

Items of art loaned to you must not be given to any third party without the written approval of the owner of the art.

If there is a breach of this condition we will not pay any claim arising whilst the art is out of your possession (with the exception of specialist transporters art handlers conservators framers and specialist photographers).

### 4 Transit

All items must be packed securely and adequately when being transported.

When property insured is being transported and the combined value of all items exceeds £10,000 then the following conditions apply

(a) Transits by air must either

(i) be transported by you or your employee as hand luggage and at all times be kept in sight or

(ii) be transported as air cargo with enhanced security control by the airline

(b) Transits by road must either

(i) be transported by you or your employee in a vehicle under control of you or your employee kept out of sight at all times and all entry points of the vehicle must be locked when not in use or

(ii) be transported by a professional Fine Art carrier

For any other transit not detailed above you must inform us in advance and we must agree in writing to the security in place during transit.
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:

(a) electrical or mechanical breakdown including rupture or bursting caused by centrifugal force
(b) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
(c) explosion or collapse of covered equipment operating under steam or other fluid pressure
(d) damage to hot water boilers other water heating equipment oil or water storage tanks or other covered equipment operating under steam or fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
(e) damage caused by operator error that results in the overloading of covered equipment

**Biomass and biogas installations**

Means any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant including anaerobic digesters storage tanks augers screeners scrubbers boilers gas engines generators heat exchangers pumps and motors

**Breakdown**

Means:

(a) 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
(b) fracturing of any part of the covered equipment by frost when such fracture renders the covered equipment inoperative
(c) 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:

(a) electronic computer or other data processing and/or storage equipment
(b) projectors printers scanners and other peripheral devices used in conjunction with (a)
(c) software and programs licensed to you and installed on (a)
(d) portable computer equipment

owned by you or for which you are responsible
Covered equipment

means equipment at the premises owned by you or for which you are responsible
(i) which is built to operate under vacuum or pressure (other than the weight of its contents) or
(ii) that generates transmits stores or converts energy or
(iii) comprising computer equipment

Excluding
(a) any supporting structure foundation masonry brickwork cabinet
(b) any insulating or refractory material
(c) any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle)
(d) self-propelled plant and equipment (other than fork lift trucks and pallet trucks used by you at your premises) dragline excavation or construction equipment
(e) equipment manufactured by you for sale
(f) safety or protective devices due to their functioning
(g) tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
(h) any electronic equipment (other than computer equipment) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of £30,000
(i) any manufacturing production or process equipment including linked computer equipment
(j) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kW or photovoltaic equipment less than 50kW generating capacity
(k) any biomass and biogas installation
(l) any hydroelectric installation

Derangement

means electrical or mechanical malfunction arising from a cause internal to computer equipment unaccompanied by visible damage to or breaking of any parts of the equipment

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

Hydroelectric installation(s)

means any equipment machinery dam and weir used in connection with running a hydroelectric power station including turbines sluice gates screens screeners pumps motors generators gearboxes engines alternators and associated equipment

Plus any substation and distribution transformer switchgear meter cabling telecommunication and monitoring device building and converter housing (including fixtures and fittings) security equipment access roads hardstandings and spares used only for insured property

Manufacturing production or process equipment

means any machine or apparatus (other than boilers lifts fork lift trucks dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by you and any equipment which exclusively serves such machinery or apparatus
Media

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

Portable computer equipment

means

(a) laptops palmtops and notebooks
(b) personal digital assistants (PDAs)
(c) projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other portable computer equipment
(d) removable satellite navigation systems
(e) digital cameras
(f) smartphones

owned by you or for which you are responsible

Verified

means checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

Cover

We will indemnify you in respect of damage to covered equipment arising from an accident happening during the period of insurance

Exclusions

We shall not be liable for

(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
      But if damage from an accident results we shall be liable for that resulting damage
   (c) installation erection dismantling re-siting transportation or removal of covered equipment other than re-siting transportation or removal under its own power whilst at its operating site
(2) damage which is recoverable under a maintenance agreement warranty or guarantee
(3) damage caused by any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance but if damage from an accident results we shall be liable for that resulting damage

Basis of settlement

We will pay up to the value of covered equipment at the time of the damage or at our option repair reinstate or replace the covered equipment in accordance with the following

Reinstatement

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

(a) the replacement of covered equipment that is the subject of an accident 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 covered equipment that is the subject of an accident

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions

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 basis of settlement shall be made
   (a) unless reinstatement commences and proceeds without unreasonable delay
   (b) until the cost of reinstatement shall have been actually incurred

3. 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

4. We shall not pay out in respect of any one of the items insured more than the sum insured

All the terms and conditions of the policy shall apply
   (a) in respect of any claim payable under this basis of settlement except in so far as they are varied hereby
   (b) where claims are payable as if this basis of settlement had not been incorporated

Limit of liability

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

The total amount we will pay in respect of this section shall not exceed £5,000,000 for any one period of insurance

Within this amount our liability shall not exceed
- £500,000 for any one accident to computer equipment whilst at the premises
- £5,000 for any one accident to portable computer equipment anywhere in the world

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

Extensions

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

These extensions do not increase the maximum liability of £5,000,000 for any one period of insurance

1. Reinstatement of Data and Computer Increased Costs of Working

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

(i) our liability is limited solely to the cost of reinstating data onto media
(ii) we shall not be liable for loss or damage to software

Limit
£50,000 any one accident

(b) In addition we will pay costs necessarily and reasonably incurred by you for the sole purpose of avoiding or diminishing the resulting interruption or interference to your computer operations

Limit
£50,000 any one accident

2 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 £100,000 any one period of insurance

Excluding any loss resulting from the Damage to own surrounding property extension

3 Hazardous substances

Following an accident we will also pay the additional cost to repair or replace covered equipment which has been contaminated by a hazardous substance

This includes any additional expenses incurred to clean up or dispose of such property

Limit
£10,000 any one accident

4 Expediting expenses

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

Limit
£20,000 any one accident

5 European Union and Public Authorities

(Including undamaged portions)

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

6 Damage to own surrounding property

We shall be liable for damage to property at the premises belonging to you or in your custody and control and for which you are responsible directly resulting from the explosion or collapse of any covered equipment operating under steam pressure

Limit
£1,000,000 any one accident
7  Hire of substitute item

If covered equipment is damaged as a result of an accident we shall be liable for the cost of hire charges actually incurred by you during the period of insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Limit
£10,000 any one accident

8  Storage tanks and loss of contents

Damage caused by an accident to oil storage tanks or water tanks including connected pipework belonging to you or for which you are responsible at the premises.

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

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

Limit
£10,000 any one accident

9  Debris removal

Following an accident to covered equipment we will pay the costs necessarily incurred for

(a)  the removal of debris and
(b)  the protection of the covered equipment

Limit
£25,000 any one accident

10 Repair costs investigation

We will pay the costs incurred with our prior written consent relating to repair investigations and tests by consulting engineers for damage to covered equipment following an accident.

We shall not be liable for costs incurred in preparing a claim under this section.

Limit
£25,000 any one accident

11 Additional Access costs

Provided that the Business interruption section of this policy is operative we shall be liable under this extension for any necessary additional costs incurred in order to gain access to repair or replace the covered equipment following an accident.

Limit
£20,000 any one accident

Special condition applicable to this section – 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 and take all reasonable precautions to store and maintain records in accordance with the makers recommendations.
4 Business interruption

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.

Adjusted means adjusted as necessary to provide for the trend of the business and any 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 adjusted figures represent as near as possible the results which would have been obtained during the relative period after the damage had the damage not occurred.

Annual rent receivable or annual revenue means the rent receivable or revenue 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 unless stated otherwise in the schedule destruction or damage by any cause not specifically excluded under the Property damage section.

For the purpose of this section the definition of damage shall also include explosion of any boiler or economiser on the premises.

Estimated revenue or estimated rent receivable means your estimate of or revenue or rent receivable which you anticipate the business will earn during the financial year most closely corresponding with the period of insurance (proportionately increased if the maximum indemnity period exceeds 12 months).

Indemnity period means the period beginning with the occurrence of the damage and ending not later than the expiry of the maximum indemnity period during which the results of the business are affected as a result 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 less any expenses shown as excluded on the schedule.

Standard rent receivable or standard revenue means the rent receivable or revenue during the period corresponding with the indemnity period in the 12 months immediately before the date of the damage proportionately increased where the maximum indemnity period exceeds 12 months adjusted.

Suppliers means suppliers to you of goods or services other than electricity gas water or telecommunications services.
Cover

If any property used by you at the premises suffers damage during the period of insurance and as a result the business at the premises is interrupted or interfered with we will pay to you for each item in the schedule the amount of loss as a result of the interruption or interference in accordance with the Basis of settlement.

Provided that at the time of the damage there is insurance in force covering your interest in the property at the premises against damage and payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made solely due to an excess).

Exclusions

We shall not be liable in respect of any loss resulting from interruption of or interference with the business carried on by you at the premises as a result of anything which is excluded under the Property damage section other than the consequential loss of any kind exclusion.

Basis of settlement

Revenue or Rent receivable items

The amount payable is limited to

(a) loss of revenue or loss of rent receivable

   Your schedule will show if revenue includes or excludes donations and grants

(b) additional expenditure occurring during the indemnity period and the amount payable as indemnity shall be

   (i) for loss of revenue or rent receivable the amount by which the revenue or rent receivable during the indemnity period shall as a result of the damage fall short of the standard revenue or standard rent receivable

   (ii) additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in loss of revenue or 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 revenue or rent receivable avoided

less any sum saved during the indemnity period for such expenses of the business payable out of revenue or rent receivable which cease or are reduced as a result of the damage.

Provided that the amount payable shall be proportionately reduced if the sum insured by the relevant item is less than the appropriate

(a) annual revenue or

(b) annual rent receivable

or a proportionately increased multiple of the above where the maximum indemnity period exceeds 12 months.

If the sums insured are declaration-linked the above provision does not apply and our liability for any estimated revenue or estimated rent receivable shall not exceed 133 1/3% of the estimated figure shown in the schedule.

In the absence of written notice by you or us to the contrary our liability shall not be reduced by the amount of any loss provided that you pay the appropriate additional premium for such automatic reinstatement of cover.
Additional cost of working items

The amount payable is limited to additional cost of working occurring during the indemnity period and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the business during the indemnity period.

We shall not pay more than 33 1/3% of the sum insured during the first quarter of the maximum indemnity period and not more than an equal proportion of the balance of the sum insured payable per month in the remainder of the maximum indemnity period.

Limit of liability

Our liability shall not exceed the sum insured for each item or any other limit of liability stated in this section and in total our liability shall not exceed the total sum insured for all items unless expressly varied in this section.

Memoranda

1 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 revenue or rent receivable during the indemnity period.

2 Professional accountants' charges

Any details contained in your business books which are requested by us for the purpose of dealing with your claim can be produced by your professional accountants and their report shall be accepted as evidence of these details.

We will pay to you the reasonable charges payable by you to your professional accountants for producing these details or any other information requested by us.

The sum of amount payable under this clause and the amount otherwise payable under this section shall not exceed the sum insured.

3 Payments on account

Payments on account will be made during the indemnity period.

4 Current cost accounting

Any adjustments implemented in current cost accounting shall be disregarded.

5 Value Added Tax

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.
Extensions

The insurance cover provided by this section is extended to cover loss resulting from interruption of or interference with the business carried on by you at the premises as a result of the following.

Unless specifically stated otherwise these extensions do not increase our liability as stated in the Limit of liability paragraph to this section.

1 Prevention of access - Damage

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

Excluding:
(a) any loss covered under the Utilities extension
(b) 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
(a) any action of government police or a local authority due to an emergency which could endanger human life or neighbouring property
(b) any bomb scare at or in the vicinity of the premises.

Excluding:
(i) any restriction of use of less than 4 hours
(ii) any period when access to the premises was not prevented or hindered
(iii) 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
(iv) 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 (b) 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 at any
(a) generating station or sub-station of your electricity supplier
(b) land-based premises of your gas supplier or any directly linked natural gas producer
(c) water works or pumping station of your water supplier
(d) land-based premises of your telecommunications services provider.
4 Suppliers' extension

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

(a) 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 133⅓ of the relevant Estimate but not exceeding £100,000 any one incident

(b) Unspecified *suppliers*

Limit
£50,000 any one incident

5 Storage sites

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

(a) 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 this is a percentage of the relevant sum insured or a percentage of 133⅓ of the relevant Estimate but not exceeding £100,000 any one incident

(b) Any of *your* unspecified storage sites

Limit
£50,000 any one incident

6 Customers’ extension

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

(a) Any of *your* customers 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 133⅓ of the relevant Estimate but not exceeding £50,000 any one incident

(b) Any of *your* unspecified customers

Limit
£15,000 any one incident

7 Failure of supply

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

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

Limit
£10,000 any one incident

8 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
(i) any restriction of use of less than 4 hours
(ii) the failure of any telecommunication services received via satellite
(iii) any restriction caused by strikes or labour disputes

Limit
£10,000 any one incident

9 Reinstatement of Data

Unless more specifically insured we will pay costs necessarily and reasonably incurred by you in reinstating data that is lost or damaged as a consequence of damage to computer equipment at your premises.

Providing that
(a) 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
(b) we shall not be liable for any losses discovered later than 180 days after the loss occurred
(c) we shall not be liable for loss or damage to software
(d) we shall not be liable under this extension for costs more specifically described under Computers - Increased Cost of Working extension

Limit
£25,000 any one period of insurance

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 maker’s recommendations

10 Computers - Increased Cost of Working

Unless more specifically insured 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.

Limit
£25,000 any one period of insurance

11 Exhibition and other venues

Damage
(a) occurring at any premises not in your occupation within the geographical limits where you are holding or participating in an event or exhibition
(b) 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
12 **Book debts**

If following damage to your records at the premises you are unable to trace outstanding debit balances owed to you we will indemnify you for such loss as follows:

(a) we will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances

(b) we will pay additional expenditure incurred with our previous consent in tracing and establishing customers’ debit balances after the damage

(c) 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 conditions of trade or from bad debts

Limit

£50,000 (plus any additional book debts sum insured shown in the schedule) any one claim

**Special condition**

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.

13 **Specified disease murder food poisoning defective sanitation vermin**

**Definition specific to this extension**

**Specified disease**

<table>
<thead>
<tr>
<th>Disease</th>
<th>Disease</th>
<th>Disease</th>
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</thead>
<tbody>
<tr>
<td>Acute encephalitis</td>
<td>Measles</td>
<td>Rubella</td>
</tr>
<tr>
<td>Acute poliomyelitis</td>
<td>Meningitis</td>
<td>Scarlet fever</td>
</tr>
<tr>
<td>Anthrax</td>
<td>Meningococcal</td>
<td>Smallpox</td>
</tr>
<tr>
<td>Cholera</td>
<td>septicaemia (without</td>
<td>Tetanus</td>
</tr>
<tr>
<td></td>
<td>meningitis)</td>
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<tr>
<td>Diphtheria</td>
<td>Mumps</td>
<td>Tuberculosis</td>
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<tr>
<td>Dysentery</td>
<td></td>
<td></td>
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<tr>
<td>Legionellosis</td>
<td>Ophthalmia neonatorum</td>
<td></td>
</tr>
<tr>
<td>Legionnaires’ disease</td>
<td>Paratyphoid fever</td>
<td>Viral haemorrhagic fever</td>
</tr>
<tr>
<td>Leprosy</td>
<td>Plague</td>
<td>Viral hepatitis</td>
</tr>
<tr>
<td>Leptospirosis</td>
<td>Rabies</td>
<td>Whooping cough</td>
</tr>
<tr>
<td>Malaria</td>
<td>Relapsing fever</td>
<td>Yellow fever</td>
</tr>
</tbody>
</table>

(a) any occurrence of a specified disease being contracted by a person at the premises

(b) 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

(c) 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

(d) 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

(e) any discovery of vermin at the premises

(f) murder rape or suicide at the premises
Special conditions applicable to this extension

(i) We shall not be liable under this extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property.

(ii) 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.

(iii) 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.

(iv) 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.

(v) In respect of (e) you must obtain our consent before you restrict the use of the premises.

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 £500,000 whichever is the less.

Special conditions applicable to this section

1 Renewal clause - Declaration-linked basis

You shall prior to each renewal supply us with the estimated revenue or estimated rent receivable for the financial year most closely corresponding with the ensuing year of insurance.

2 Premium adjustment clause

(a) Sum insured basis

If your revenue or rent receivable (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) as certified by your auditors for the financial year of 12 months most closely corresponding with any period of insurance 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 for the difference.

If any damage has occurred resulting in a claim, the return premium will be for the difference in revenue or rent receivable which is not due to the damage.

(b) Declaration-linked basis

The first and annual premiums are provisional and are based on the estimated revenue or estimated rent receivable.

You shall supply us within six months of the expiry of each period of insurance a declaration certified by your auditors of your revenue or rent receivable for the financial year most closely corresponding with the period of insurance.
If any damage has occurred resulting in a claim for loss of revenue or rent receivable the above-mentioned declaration will be increased by us for the purpose of premium adjustment by the amount by which the revenue or rent receivable was reduced during the financial year solely in consequence of the damage.

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

(i) less than the 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 revenue or estimated rent receivable but not exceeding 50% of such premium

(ii) greater than the 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 revenue or estimated rent receivable
5 Goods in transit

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

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

Insured property
means
(a) goods
(b) tarpaulins sheets trailer curtains ropes chains and webbing straps and packing materials
belonging to you or for which you are legally responsible or which are entrusted to you used in connection with the business

Whilst in transit
means
(a) whilst being loaded on to or unloaded from the vehicle used for the transit
(b) whilst on the vehicle in transit to and from its destination within the geographical limits
(c) 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 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

Exclusions

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

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**Limit**

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

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**Extensions**

If **we** accept a claim under this section

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

1 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 the items insured more than its sum insured.

2 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.
6 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 24 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 partial disablement** or 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
(i) in both eyes resulting in the **insured person’s** name being added to the Register of Blind Persons or
(ii) 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 banker’s drafts unused postage stamps trading stamps holiday with pay 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 partial disablement**
means disablement from engaging in or giving attention to at least 50% of 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

**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**

**Cover**
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

**Exclusions**
We shall not be liable in respect of loss

(1) due to dishonesty of any director trustee partner employee or authorised volunteer of the Insured other than as provided for by the extensions for Dishonesty of employee and Fraudulent use of credit and debit cards
(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 in excess of £250 unless otherwise stated 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
Extensions

The insurance provided by Cover A 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, partners, trustees, employees, authorised volunteers or representatives arising in connection with theft or attempted theft of insured *money*.

3. **Dishonesty of employee**
   
   *We* will indemnify *you* against *damage* to *money* due to the dishonesty of any director, trustee, authorised volunteer or employee of the Insured.
   
   Provided that:
   
   (i) such loss is not more specifically insured
   
   (ii) the loss is discovered within 28 days of the occurrence
   
   (iii) our liability for such loss shall not exceed £2,000 per person or £5,000 in total in any one period of insurance.

4. **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:
   
   (i) loss due to the use of any card where the terms under which it has been issued have not been fully complied with
   
   (ii) losses covered by a bank or card issuer
   
   (iii) fraudulent use by *you* or *your* directors, trustees or partners
   
   **Limit**
   
   £1,000 per card any one period of insurance.

5. **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.
6 Fund raising events

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

(a) money whilst in the course of transit or in a bank night safe
(b) money whilst being counted or in the home of any employee or authorised volunteer
(c) money in a locked safe in the premises

Special conditions

1 Safe keys

It is a condition precedent to liability in respect of loss of money from locked safes or locked strongrooms that all keys (except those deposited with a bank) and codes of combination locks for safes and strongrooms containing money 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

Cover

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 attempted robbery or hold-up 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
   - £100 per week
5. Temporary partial disablement
   - £40 per week
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 70 years

Extension

The insurance provided by Cover B is extended to include the following

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 attempted robbery or hold-up we will pay

(a) medical expenses incurred by the insured person
   Limit £500
(b) £20 a day up to £200 if as a result of the bodily injury the insured person goes into hospital for in-patient treatment

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 or temporary partial disablement
2 Benefit for permanent total disablement may be payable following benefit for temporary total disablement or temporary partial 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 except that periodic payments on account of temporary total disablement or temporary partial disablement may be made by us
7 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 24 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 partial disablement or the temporary total disablement benefit is not payable

**Insured person**

means as specified in the schedule

**Loss of eye(s)**

means permanent total and irrecoverable loss of sight

(i) in both eyes resulting in the insured person’s name being added to the Register of Blind Persons or

(ii) 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**

(a) 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
(b) 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 partial disablement**

(a) In respect of an *insured person* who is an employee
means disablement from engaging in or giving attention to at least 50% of 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.

(b) In respect of an *insured person* who is an *authorised volunteer*
means 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.

**Temporary total disablement**

(a) 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.

(b) 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.

The schedule will show whether Cover A or Cover B applies.

## 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**: £100 per week
5. **Temporary partial disablement**: £40 per week
Exclusions

We shall not be liable 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 medical 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 not been accepted by us in writing
   (c) wilful exposure to needless peril (except in an attempt to save human life)
   (d) any insured person taking part in practising or training for any of the following excluded activities
       • Aqualung diving
       • Flying (except as a fare-paying passenger) hang-gliding or parachuting
       • Hunting on horseback polo showjumping or steeple chasing
       • Driving riding or sailing in any kind of race
       • Riding motor cycles or motor scooters as a driver or passenger
       • Winter sports other than curling or ice-skating
       • Football (other than amateur Association) or rugby football
       • Mountaineering cliff or rock climbing abseiling subterranean or elastic rope sports or activities
       • Any pursuit or activity involving personal danger or hazard
       • Playing in any sport professionally
       • 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 threat 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

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
Extensions

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

1 Hospital benefit and Medical expenses

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

(a) medical expenses incurred by the insured person

Limit

£2,500

(b) £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

The following extension is optional and the schedule will show if it applies

5 Permanent partial disablement

If during the period of insurance an insured person sustains permanent partial disablement we will pay a percentage of the sum insured under the following benefit items

Loss of limbs item

| i) one thumb | 20% |
| ii) one index finger | 15% |
| iii) one other finger | 10% |
| iv) one big toe | 10% |
| v) one other toe | 5% |
Permanent total disablement item
i) Permanent total deafness in both ears 50%
ii) Permanent total deafness in one ear 20%
iii) Permanent total loss of speech 50%
iv) Permanent and total loss of use of one
   a. shoulder or elbow 20%
   b. wrist 15%
   c. hip or knee or ankle 20%

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 or temporary partial disablement.
2 Benefit for permanent total disablement may be payable following benefit for temporary total disablement or temporary partial 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 or temporary partial disablement may be made by us.
6 The total amount payable under the Permanent partial disablement extension in respect of any one insured person in connection with the same accident shall not exceed 100% of the benefit for loss of limb(s) or permanent total disablement.
8 Loss of registration/licence

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 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.

**Cancel/cancelled/cancellation**

means cancel/cancelled/cancellation or suspension under the provisions of any legislation governing 

*education registration* and/or *care registration* and/or *premises licence* and/or *wedding licence* and if relevant refusal to renew.

**Care registration**

means *your* statutory registration to provide care.

**Education registration**

means *your* statutory registration to provide education or childcare.

**Indemnity period**

means the period beginning with the date of the *cancellation* and ending not later than 12 months thereafter during which the results of the *business* shall be affected as a result of the *cancellation*.

**Premises licence**

means any premises licence granted under the Licensing Act 2003 or equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

**Revenue**

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

**Wedding licence**

means *your* grant of approval as a venue for civil marriages and civil partnerships under the Marriage Act 1949 and the Civil Partnership Act 2004 or equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

Cover

If during the *period of insurance* and from any cause outside *your* direct control Cover 1 and/or 2 and/or 3 and/or 4 which enables *you* to carry on the *business* at the *premises* is cancelled we will pay or make good to *you* your loss for:

(a) the amount which the *revenue* during the *indemnity period* is lower than the *revenue* during the equivalent period immediately prior to the *cancellation* less any amount saved during the *indemnity period* for expenses of the *business* payable out of *revenue* which cease or are reduced as a result of the *cancellation* and/or

(b) the depreciation in the value of *your* interest in the *premises* covered by the registration as insured if the *premises* are sold within the *indemnity period* less any sum already paid under (a) above.

In addition *we* will pay any reasonable additional expenses incurred to reduce the amount payable under (a) or (b) above during the *indemnity period* but not more than the loss avoided under (a) and (b) above.
Cover 1 – Education registration

The schedule will show if Cover 1 applies
Cover 1 Your education registration

Cover 2 – Care registration

The schedule will show if Cover 2 applies
Cover 2 Your care registration or the registration of other persons which enables you to carry on the business at the premises

Special condition applicable to Cover 2

You shall give notice to us as soon as possible in writing and supply any additional information and assistance as we reasonably require if you become aware of any proceedings against or conviction of the registered manager at the premises for any breach of the law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his or her honesty moral standing or sobriety.

Cover 3 – Premises licence

The schedule will show if Cover 3 applies
Cover 3 Your premises licence

Special condition applicable to Cover 3

You shall give notice to us as soon as possible in writing and supply any additional information and assistance as we reasonably require if you become aware of any proceedings against or conviction of the personal licence holder at the premises for any breach of the law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his or her honesty moral standing or sobriety.

Cover 4 – Wedding licence

The schedule will show if Cover 4 applies
Cover 4 Your wedding licence

Exclusions

We shall not be liable in respect of

1) any claim under this section if you are entitled to receive compensation under the provisions of any Act of Parliament or legislation for the cancellation
2) any cancellation which arises directly or indirectly from
   a) any town or country planning improvement redevelopment or compulsory purchase order
   b) surrender reduction or redistribution of registrations or licences in connection with such order
3) any cancellation which results from any alteration in the law
4) premises which are
   a) altered without the approval of the Registration or other authority
   b) closed for any period not required by law
   c) not maintained in good sanitary and general repair
5) any direction or requirements of the Registration or other authority which are not complied with
6) your bankruptcy or insolvency
Limit of liability

The most we will pay under each Cover in any one period of insurance is the limit of liability stated in the schedule.

Claims conditions

In the event of cancellation or you receiving notice of a proposal to cancel or you becoming aware of any complaint or circumstance that may give rise to such cancellation it is a condition precedent to liability that you shall

(a) give notice to us within 24 hours of receiving such knowledge stating the grounds upon which it may be cancelled
(b) apply at your own expense if required by us for the grant of such new registration or licence as insured for the same or alternative premises to enable you to continue the business in a similar or alternative form
(c) if requested by us within 30 days provide at your expense a statement of your loss and any documents required by us to verify your loss
(d) at our request and at our expense do or allow to be done everything reasonably required by us for the purpose of making any recoveries from other parties (whom we would be entitled to pursue upon settlement of your claim) whether such action is necessary before or after we pay your claim under this section
9 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:
(a) the ownership, repair and maintenance of your premises;
(b) the provision of catering social sports and welfare facilities for employed persons and first aid medical and ambulance services;
(c) the provision of fire and security services maintained only for the protection of premises owned or occupied by you;
(d) private work undertaken by an employed person with your prior consent for a director trustee partner or employee of yours;
(e) participation in trade shows or exhibitions within the European Union;
(f) fund raising activities undertaken with the full knowledge and authority and under the control of the Insured 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:
(a) any employee;
(b) any person supplied to or hired or borrowed by you on your behalf or any work experience student or youth training scheme participant while under your direct control and supervision;

Employee(s)
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
(a) claimant’s costs and expenses recoverable from you in respect of any claim which is the subject matter of indemnity under this section of the policy
(b) (i) the costs of legal representation at
(1) any coroner’s inquest or inquiry in respect of any death
(2) 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
(ii) 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
(a) your personal representatives in respect of legal liability incurred by you
(b) at your request
   (i) any principal
   (ii) 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
(c) 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
(d) 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

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

(a) within the geographical limits

or

(b) while temporarily outside these territories in connection with the business

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

Employers’ liability 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

Limit of liability

This insurance is provided on a ‘Costs Inclusive’ basis

This means that legal costs are included within the limit of indemnity specified below

The total amount we will pay in respect of

(a) 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

(b) any other event shall not exceed the limit of indemnity shown in the schedule

Employers’ liability extension

The following is subject to the terms of the policy

Unsatisfied court judgements

Where a judgement for damages has been obtained

(a) 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

(b) in any court situated within the geographical limits

(c) against any company or individual operating from premises within the geographical limits

(d) 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.

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**Cover 2 – Public & products liability**

**Cover**

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

(a) accidental injury of any person
(b) accidental damage to property
(c) 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.

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**Public & products liability exclusions**

No indemnity will be provided in respect of:

1. any liability connected 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 residents employees directors trustees partners committee members 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 9 metres in length whilst operated on inland waterways or within 3 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 ownership or 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 vehicles 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 from the supervision or execution of any manual work or contract undertaken outside of the European Union
(13) 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) whereupon 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
(14) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of asbestos
(15) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 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

**Limit of 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 below

The total amount we will pay in respect of damages for

1. 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

2.

   (a) any one event

   (b) all events happening during any period of insurance caused by products

   (c) 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

**Public & products liability 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. **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)

circumstances where *you* are entitled to indemnity under any other insurance

(d) **injury** or **damage** arising outside the **geographical limits**

### 3 Data Protection Act 1998

*We* will indemnify *you* against legal liability to pay damages and claimant’s costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

This indemnity is subject to *you* being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that *you* have taken all reasonable care to comply with its requirements

*We* will not provide any indemnity in respect of

- (a) the payment of fines or penalties
- (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 by or omission of any person entitled to indemnity
- (d) claims arising out of circumstances which 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

### 4 Defective Premises Act

*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

- (a) if *you* are entitled to indemnity under any other insurance
- (b) in respect of the cost of remedying any defect or alleged defect in the premises disposed of

### 5 Personal liability – residents and resident staff

At *your* request *we* will indemnify resident staff and *your* residents against their legal liability to pay damages and **legal costs** arising out of accidental **injury** or accidental **damage** happening during the **period of insurance** within the **geographical limits** arising solely in a personal capacity

The cover provided by this extension is extended to apply anywhere in the world for a period not exceeding 60 days in any one period of insurance

No indemnity will be provided by this extension

- (i) arising out of the ownership or occupation of land or buildings
- (ii) where indemnity is provided by any other insurance
- (iii) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
- (iv) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

The total amount *we* will pay for damages for any one **event** is the limit of indemnity as stated in the schedule or £5,000,000 whichever is the less
6 Overseas personal liability

We will indemnify employed persons and the families of such employed persons in respect of personal liability for injury or damage arising other than in connection with the business or any business of the person claiming indemnity while such persons are temporarily outside the geographical limits in connection with the business.

No indemnity will be provided by this extension:
(i) for any liability which attaches solely because of a contract
(ii) arising out of the ownership or occupation of land or buildings
(iii) where indemnity is provided by any other insurance
(iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
(v) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

The total amount we will pay for damages for any one event is the limit of indemnity as stated in the schedule or £5,000,000 whichever is the less.

7 Additional clean up costs

Definitions specific to this extension

Environmental legislation
means any legislation enacted within the United Kingdom governing the
(i) prevention and control of pollution and contamination
(ii) 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 operations 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
(i) to reinstate reintroduce or restore flora or fauna
(ii) to restore natural habitats or species protected by environmental legislation or the services that those natural habitats or species perform
(iii) 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
(a) remediation which you are legally required or ordered to conduct by a regulatory authority
(b) 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

**Liability section extensions**

If in force the covers of this section are extended for the following and are subject to the terms conditions and exclusions of the relevant cover

1 **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 section of the policy we will provide you with the following rates of compensation for each day on which attendance is required

Any of your directors trustees officers committee members or partners £500

Any employee £250

2 **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

(a) 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

(b) 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

(c) 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

(d) we must consent in writing to the appointment of any solicitor or counsel who is to act for and on your behalf

(e) 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

(i) 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)
(ii) 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

(iii) 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

3 Prosecution defence costs

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

(a) legal costs and expenses incurred with our written consent
(b) 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

(i) the Health & Safety at Work etc. Act 1974
(ii) Part II of the Consumer Protection Act 1987
(iii) the Food Safety Act 1990

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

We will not provide any indemnity

(a) where indemnity is provided by any other insurance
(b) in circumstances where injury or damage has occurred which may be the subject of a claim under either the employers’ liability or public liability covers of this section (apart from this extension)
(c) in respect of fines or penalties of any kind
(d) 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
(e) where the proceedings have resulted from any deliberate act or omission by

(i) you or any director trustee officer committee member or partner of yours
(ii) 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

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

Memorandum

Adjustment of premium

If any part of the premium has been calculated on estimates you shall within 30 days from the expiry of each period of insurance supply to us such information as we may require

The premium for such period will be adjusted and the difference paid by or allowed to you subject to any minimum premium
10 Reputational risks

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.

Adverse publicity

means any publicly available statement report comment or speculation upon any actual or alleged act omission or statement made which may result in damage to the good name standing or public opinion of the Insured.

Legal costs

means
(a) claimant's costs and expenses recoverable from you in respect of any claim which is the subject matter 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.

Revenue

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

Cover 1 – Libel and slander

Cover

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 damages and legal costs arising out of or caused by
(i) the publication or utterance by you or on your behalf of a libel or slander
(ii) infringement of trademark registered design copyright or patent right.

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

Limit of liability

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.
Cover 2 – PR Crisis Communication

The schedule will show whether Cover A or B applies

Cover A PR Crisis Communication - Claims related

Cover

In the event of any incident occurring during the period of insurance which results or could result in adverse publicity we will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by us or approved by us to help minimise the risk of damage to your reputation or public and market confidence in your business

Provided that
(a) the incident in our opinion could result in a claim under the Liabilities Professional indemnity or Trustees’ and management liability sections of the policy
(b) you take all reasonable measures to avoid or mitigate adverse publicity

Limit of liability

The maximum amount we will pay is £25,000 or the limit shown in the schedule any one incident and in any one period of insurance

Cover B PR Crisis Communication - Any incident

Cover

In the event of any incident occurring during the period of insurance which results or could result in adverse publicity we will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by us or approved by us to help minimise the risk of damage to your reputation or public and market confidence in your business

Provided that you take all reasonable measures to avoid or mitigate adverse publicity

Excluding the excess

Limit of liability

The maximum amount we will pay is the limit shown in the schedule any one incident and in any one period of insurance

Conditions applicable to Cover B

It is a condition precedent to liability that you

1 notify us within 48 hours of you
   a. becoming aware of adverse publicity or circumstances which may result in a claim under this section
   b. receiving any offer to make amends following adverse publicity
      and provide any details or information available
2 co-operate and undertake immediately any reasonable action required by the marketing or public relations specialist to mitigate any further adverse publicity
3 shall not make or allow to be made on your behalf any agreement to any publication taking place that you know may result in adverse publicity
Note (not forming part of the policy):
In the event of a public relations (PR) crisis that may damage the reputation of, or affect public opinion about, your organisation:

1. It is critical that action to redress the situation is taken without any delay and that is why we require you to react so urgently under the special conditions.
2. You should seek advice as soon as reasonably possibly through our Public Relations (PR) Crisis & Media Assistance Helpline Service - see the Helpline page of this policy for contact details. If you require more than helpline advice then this section will help towards covering expenses incurred for the services of our chosen marketing and public relations specialists.
3. We would suggest that a suitable person is appointed as quickly as possible to act as a ‘crisis co-ordinator’. This person will have the responsibility for receiving all enquiries relating to the ‘crisis’ and communicating such enquiries with our chosen marketing and public relations specialists. The appointment of a crisis co-ordinator should help reduce the risk of delay in getting advice to you.

Cover 3 – Death of Patron

Cover

If the business carried on by you at the premises is interrupted or interfered with as a result of the following

(a) death of your Patron before the age of 70
(b) your Patron being subject to a criminal investigation or offending public taste during the period of insurance

Limit of liability

We will pay up to £25,000 in any one period of insurance for the amount of loss in revenue as a result of the interruption or interference to your business.

We will not pay for a period of more than three months during which the business is interrupted or interfered with

(i) in respect of (a) commencing from the date of the death of your Patron
(ii) in respect of (b) from the date the criminal investigation or act offending public taste became public knowledge

Section exclusions

We will not provide any indemnity

(a) where indemnity is provided by any other insurance
(b) in respect of liability assumed by agreement unless liability would have attached without such agreement
(c) in respect of the consequences of any circumstances known to you at the commencement of this cover which may give rise to a claim
(d) (i) for adverse publicity that results from an intentional or malicious act by any trustee director or partner of yours
(ii) for criminal or intentional libel slander or infringement
(e) for any damages costs or expenses brought about by the personal spite or ill will of you towards a claimant in respect of libel or slander
(f) for fines penalties or punitive exemplary aggravated or multiplied damages
(g) in respect of publication or utterances made at the direction of any party entitled to indemnity by this section with the knowledge of the libellous or slanderous effect thereof
(h) in respect of any legal actions in a court of law outside the geographical limits
(i) for any goods or products manufactured sold supplied installed recalled repaired altered or maintained by you
11 Hirers’ liability

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.

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

**Event(s)**
means one occurrence or series of occurrences arising from or attributable to one source or original cause.

**Hirer(s)**
means any person over the age of 18 or group that enters into a contract with the Insured for the hire of the Insured’s premises.

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

**Legal costs**
means
(a) claimant's costs and expenses recoverable from the hirer in respect of any claim which is the subject matter of indemnity under this section of the policy.
(b) (i) the costs of legal representation at
(1) any coroner’s inquest or inquiry in respect of any death
(2) 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.
(ii) 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.

**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.

**Products**
means goods (including containers and packaging) not in the custody or control of the hirer sold supplied installed erected serviced repaired altered or treated by the hirer.

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

Cover

We will indemnify hirers of your premises against their legal liability to pay damages and legal costs arising out of

(a) accidental injury of any person
(b) accidental damage to property
(c) 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 the hirer 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 hire of the Insured’s premises

happening during the period of insurance and arising solely in connection with their hire of your premises

Exclusions

No indemnity will be provided in respect of

(a) any liability incurred in respect of events away from the hired premises
(b) any liability arising out of food and drink supplied by a professional caterer
(c) any liability arising from damage to property which is owned or held in trust by the hirer or which is in the custody or control of the hirer but this exclusion will not apply in respect of the premises including its contents fixtures and fittings 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 its fixtures and fittings
(d) any liability assumed by agreement unless liability would have attached without such agreement
(e) any liability arising out of any organised sports activities
(f) any liability arising from bonfires and fireworks
(g) any liability arising out of any organised sports activities
(h) any liability which is more specifically insured elsewhere under any policy in the name of the hirer
(i) any liability arising out of the use of the premises for
   (i) any political or lobbying groups or meetings
   (ii) business activities by commercial organisations
(j) injury to any employee of the hirer if such injury arises out of and in the course of the employment by the hirer
(k) 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

(l) (i) fines or penalties
    (ii) liquidated damages
    (iii) any compensation awarded by a court of criminal jurisdiction
    (iv) multiplied aggravated exemplary or punitive damages
(m) any liability directly or indirectly caused by resulting from or in connection with an act of terrorism arising at
  (i) premises of 40 storeys or more
  (ii) sports stadia exhibitions theatres or music venues where attendance may exceed 2,500 people at any one time

Limit of liability

The most we will pay under this section inclusive of all damages and legal costs for

1. 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

2. (a) any one event
   (b) all events happening during any period of insurance caused by products

shall not exceed the limit of indemnity shown in the schedule

Condition

You must ensure that where your premises are to be used for activities (other than private functions) involving children or vulnerable adults the potential hirer has a protection policy in force and written details of this are obtained prior to entering into a contract for the hire of your premises
12 Professional indemnity

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

Business

means the professional services performed or the advice given by you in relation to those activities declared to and agreed by us

Claim

means

(a) any demand made of or assertion of a right against you which is communicated to you in writing
(b) costs under Cover 2(a) or Cover 3

Clinical trials

means systematic studies in humans in order to discover and/or verify the effects and/or reactions of substances including but not limited to medical pharmaceutical or similar products drugs and the like

Document

means all and any records arising from your business whether kept in paper (excluding money) magnetic or electronic form for which you are legally responsible whilst in your custody or in the custody of any person other than the owner to or with whom they have been entrusted lodged or deposited by you in the ordinary course of your business

Employee

means any person other than a trustee principal partner director officer or member of the management committee of yours who has been is or shall be under a contract of service or apprenticeship supplied to hired or borrowed by you or under any work experience or similar scheme or any authorised volunteers whilst employed or engaged by you and under your control in connection with your business

Insureds/you/your/yours

means the Insured named in the schedule including

(a) its present and former trustees principals partners officers directors or members of the management committee
(b) the legal representatives estate or heirs of (a) or (b) in the event of their bankruptcy incapacity or death
(c) subsidiary companies

We will also indemnify at your request any employee in respect of liability for which you would have been entitled to indemnity had the claim been made against you
Money
means stamps currency bank notes and instruments cheques travellers cheques postal orders money orders securities and the like

Notified
means that notice is sent in writing by you (or your insurance agent) to and received by us
Notice is not valid if given by any third party (other than your insurance agent)

Retroactive date
means the date which is the same as the date of the commencement of the period of insurance unless otherwise stated in the schedule

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

Wrongful act
means any negligent act negligent error negligent omission or negligent breach of duty

Cover 1 – Legal liability

Cover

We shall indemnify you in respect of legal liability for settlement damages interest and claimant's costs arising from any claim first made against you and notified during the period of insurance and which arises out of the conduct of your business by reason of

(a) a wrongful act committed by
   (i) you
   (ii) any employee
   (iii) any other person firm or company directly appointed by you and acting for or on your behalf
(b) any dishonest or fraudulent act or omission on the part of any employee
(c) libel or slander committed unintentionally by
   (i) you
   (ii) any employee
(d) any unintentional breach of confidentiality committed by
   (i) you
   (ii) any employee
   (iii) any other person firm or company directly appointed by you and acting for or on your behalf
(e) any other civil liability unless otherwise excluded

Cover 2 – Loss of documents

Cover

We shall indemnify you for

(a) reasonable and necessary costs incurred in restoring or replacing
(b) any settlement damages interest and claimant's costs arising from a wrongful act involving

any document which has been unintentionally destroyed damaged lost or mislaid during the period of insurance (and which after diligent search cannot be found) the occurrence of which has been notified during the period of insurance
Cover 3 – Data protection

We shall indemnify you for defence costs and expenses resulting from any prosecution first brought against you and/or any employee and notified during the period of insurance which arises out of the conduct of your business in respect of any offences or alleged offences under sections 21(1) 21(2) 22(6) or 47(1) of the Data Protection Act 1998

Cover 4 – Defence costs and expenses

We shall indemnify you for all defence costs and expenses in

(a) the defence investigation or settlement of any claim which falls to be dealt with under Cover 1 or Cover 2(b)

(b) the investigation of any circumstance notified to us under condition 1 which may give rise to a claim incurred by or on behalf of you with our prior written and continuing consent (such consent not to be unreasonably withheld) but not including your own costs and expenses or any value attributable to the time spent by you or any employee in dealing with a claim or a circumstance

Limit of indemnity

Unless otherwise stated the limit of indemnity as shown in the schedule for this section of the policy is the maximum amount we shall pay irrespective of the number of claims claimants or losses

In respect of Cover 2(a) an aggregate sub-limit of indemnity of £250,000 shall apply in respect of all such losses in any one period of insurance

In respect of Cover 3 an aggregate sub-limit of indemnity of £100,000 shall apply in respect of all such losses in any one period of insurance

Where we are liable to indemnify more than one person the total amount of indemnity to all parties including you shall not exceed the limit of indemnity

Defence costs and expenses under Cover 4 are included in the limit of indemnity and are subject to the excess

All payments made by us in respect of Cover 1 Cover 2 and Cover 3 or any endorsement or otherwise shall erode the limit of indemnity for all claims in the aggregate under this section of the policy

All claims (including costs sought under Cover 2(a) or Cover 3) whether made against you or sought by one or more Insureds wholly or substantially arising from or having any connection with or relation to

(a) the same event occurrence act error omission or breach of duty or having the same originating or underlying cause

(b) a series of events occurrences acts errors omissions or breaches of duty having the same originating or underlying cause

(c) the acts errors omissions or breaches of a single person or persons acting together or in which such person or persons is or are concerned or implicated

shall be deemed to be one claim or single application for costs under Cover 2(a) or Cover 3 for the purposes of deciding the applicable limit of indemnity and the application of the excess under this section of the policy

We shall be the sole judge as to whether these provisions shall operate in relation to any claim or application for costs
Extensions

The following extensions are subject to the terms of the policy

1 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 section of the policy we will provide you with the following rates of compensation for each day on which attendance is required

Any trustee, principal partner, officer, director or member of the management committee
£500 per day

Any employee
£250 per day

2 Representation costs

We will indemnify you in respect of reasonable costs and expenses incurred by you for representation at properly constituted hearings, tribunals or proceedings provided that

(a) such costs and expenses are incurred with our prior written consent and
(b) the subject of the hearing, tribunal or proceeding may become a claim under this section of the policy

Limit
The maximum amount we will pay under this extension is £25,000 in the aggregate in any one period of insurance

Exclusions

We shall not have any liability under this section of the policy for or directly or indirectly arising out of or in any way connected with

(1) any claim or circumstance which may give rise to a claim which was or ought to have been known to you prior to the period of insurance
(2) (a) bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander) mental anguish, mental stress or the death of any person unless caused directly by a wrongful act
(b) bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or the death of any person receiving medical advice, diagnosis or treatment
(3) any actual or alleged physical abuse, sexual harassment or sexual molestation
(4) any damage to or destruction or loss of any property (except as provided by Cover 1(b) and Cover 2(a)) including loss of use unless directly caused by a wrongful act
(5) any trading losses or trading liabilities incurred by you or any business managed by or carried on by or on behalf of you
(6) any regulatory or disciplinary investigations or proceedings (apart from the indemnity provided under Cover 3)
(7) (a) fines or penalties
(b) liquidated damages
(c) any compensation awarded by a court of criminal jurisdiction
(d) multiplied aggravated exemplary or punitive damages
(8) Any claim or circumstance arising from or connected with the dishonest or fraudulent act or omission of any former or present trustee, principal partner, director, officer, member of the management committee, consultant or sub-contractor of yours
(a) in respect of any person committing or condoning such dishonest or fraudulent act or omission
(b) in the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives
(c) arising after the discovery of reasonable cause for suspicion of dishonesty or fraud by the dishonest or fraudulent person or persons
(d) in the amount equivalent to
   (i) any monies owed by you to any person committing condoning or contributing to the dishonest or fraudulent act or omission and
   (ii) any monies held by you and belonging to such person
   (iii) any monies recovered in accordance with Condition 3 of this section of the policy
(9) any liability of yours as a director officer and/or trustee in your respective capacities as a director officer and/or trustee
(10) any liability under any contract where the liability under the contract exceeds the liability you would have at law without the contract
(11) the work of any employee supplied by you unless you have breached a duty of care in supplying them
(12) any actual or alleged liability whatsoever directly or indirectly arising out of resulting from or in consequence of or in any way involving or connected with asbestos or any materials containing asbestos in whatever form or quantity
(13) the ownership possession or use of any aircraft watercraft hovercraft motor vehicle trailer or other means of transport or any buildings structures premises or land or any property (mobile or immobile)
(14) any claim for which legal action is brought outside the European Union Channel Islands or Isle of Man
(15) any performance warranty guarantee penalty clause liquidated damages clause or similar provision unless your liability would have existed to the same extent in the absence of such warranty guarantee or clause or similar provision
(16) any circumstance concerning or claim brought by you or on your behalf or any parent or subsidiary company of yours or any person having a financial executive or controlling interest in you (unless the financial interest is less than 5%) or by or on behalf of any entity controlled or managed by you or where you have greater than a 5% financial interest or where you have accepted a financial interest irrespective of the amount in any entity in exchange for fees incurred
(17) any breach of any obligation owed by you as an employer to any employee or former employee or applicant for employment
(18) any contract for the provision of goods or services to you or any goods or products sold supplied made constructed installed maintained repaired altered or treated by you or on your behalf unless such claim or circumstance is a direct result of the negligent design and/or negligent specification of yours or any employee or any other person firm or company directly appointed by you and acting for you or on your behalf
(19) any passing-off or infringement of copyright design right registered design trademark or patent
(20) any act error or omission committed or any loss suffered or costs incurred or any liability arising prior to the retroactive date
(21) your insolvency or bankruptcy
(22) (a) 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
    (b) 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
(23) any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments or in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority
(24) any repair replacement or reconstitution cost of any document directly or indirectly occasioned by any government or public or local authority action or order or resulting from wear or tear the action of vermin gradual deterioration or magnetic flux or loss of magnetism (except where caused by lightning)

(25) clinical trials and/or the administration of drugs and/or medicines

(26) any claim where you would be entitled to indemnity under the Public & products liability section of this policy

(27) any matter in respect of which indemnity is provided by any other insurance

(28) 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

### Conditions

(1) It is a condition precedent to liability under this section of the policy that we must be notified in writing as soon as practicable during the period of insurance
   (a) of any claim
   (b) regardless of any previous notice of receipt of any formal document commencing legal proceedings copies of all such documents being provided with such notification
   (c) of any circumstance of which you shall become aware which may give rise to a claim
   (d) of any circumstance of which you shall become aware which may give rise to an entitlement to be indemnified under this policy

In the event that we are notified during the period of insurance of any circumstance which in our reasonable opinion may give rise to a claim then any subsequent claim which arises directly from the circumstance so notified shall be deemed to have been made during the period of insurance

(2) It is a condition precedent to liability under this section of the policy that
   (a) you must promptly provide to us full details concerning any claim and any circumstance which may give rise to a claim and any circumstance where you have requested to be indemnified under this section of the policy and provide such co-operation and assistance as we and our representatives legal advisers or agents may reasonably require
   (b) you and any employee (or any person charity firm or company acting for you or on your behalf) shall ensure that all documents relevant to any claim and any circumstance which may give rise to a claim shall not be destroyed or otherwise disposed of
   (c) you (or any employee or any person charity firm or company acting for you or on your behalf) shall not without our prior written approval admit liability for compromise settle or make any offer or payment in respect of any claim or any circumstance likely to give rise to a claim or any circumstance where you have requested to be indemnified under this section of the policy
   (d) you shall pay any excess applying

(3) Where a claim or circumstance against you involves the dishonest or fraudulent act or omission of any employee
   (a) you shall at our request and expense take all reasonable steps to obtain reimbursement from such person
   (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from you or any monies of such persons held by you shall not be repaid
   (c) nothing in this policy shall preclude us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission
(d) no indemnity will be provided to any person committing or condoning such dishonest or fraudulent act or omission

(e) no payment shall be made by us under this section of the policy until after the final ascertainment of the amount of any recovery from the dishonest or fraudulent person or persons or their estates or legal representatives

(4) We shall be entitled but not obliged to take over the investigation defence and settlement of any claim and any circumstance likely to give rise to a claim and any circumstance where you have requested to be indemnified under this section of the policy

We shall have full discretion in the handling thereof (notwithstanding that a dispute may have arisen between us and you) provided always that you shall not be obliged to defend any legal proceedings unless a Queen’s Counsel (to be mutually decided upon by us and you) shall advise that such proceedings can be contested with a reasonable prospect of success

(5) Upon operation of this policy in relation to any claim or circumstance we shall be subrogated to all your rights of recovery against any third party provided always that we shall not exercise any such rights against any employee or former employee unless the loss in respect of which indemnity is provided under this section of the policy was caused or contributed to by a fraudulent dishonest or malicious act or omission by the employee or former employee.

You shall without charge provide such assistance as we may reasonably require in any subrogation and shall at all times protect and preserve any rights of recovery to which we would become subrogated under this section of the policy.

You agree that at our option we may have the conduct of any proceedings to recover monies paid or payable by us whether or not you have an interest in such proceedings by reason of any uninsured losses.
13 Trustees’ and management liability

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

(a) on behalf of the trustee any duty concerning the organisation or related body or
(b) any other managerial or supervisory duty concerning the organisation or related body or
(c) 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

(a) damages and costs which are payable to another person as a result of a claim made by that person during the *period of insurance*

(b) 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

(a) the *organisation*

(b) any entity

(i) having its securities listed or traded on any US exchange or

(ii) possessing any tangible or intangible asset located within the United States of America

**Related body**

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

(a) exists wholly or mainly for the charitable purposes of the *organisation* or

(b) is a trustee director officer or member of the management committee of the *organisation* or any body within (a) above

**Subsidiary companies**

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

**Trustee**

*Applicable to Cover 1*

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

*Applicable to Cover 2*

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

(a) a trust corporation or

(b) 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**

*Applicable to Cover 1*

means the *Insured* named in the schedule

*Applicable to Cover 2*

means anyone who is entitled to make a claim for indemnity under this section
Cover 1 – Trustees’ liability

Cover

(a) We will indemnify
   (i) 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
   (ii) 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

(b) 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

Exclusions

We will not provide any indemnity in respect of

(i) anything for which indemnity is provided under any other section of or extension to this policy or by any other source
(ii) anything which was done when known to be a wrongful act or ignoring that possibility
(iii) the consequences of any circumstances known by the Insured or trustee at the commencement of this cover which may give rise to a claim
(iv) liability arising from bodily injury to any person damage to property (other than as provided under paragraph (b) of this cover) or infringement of intellectual property rights
(v) liability arising from the rendering of any counselling advice or other service
(vi) anything done in the capacity of trustee or administrator of any pension fund or scheme
(vii) any person committing or condoning any criminal dishonest or fraudulent act or omission
(viii) liability assumed by agreement unless liability would have attached without such agreement
(ix) liability arising from any failure to arrange or maintain insurance
(x) any legal action brought in a court of law outside the geographical limits
(xi) liability arising from any allegation of unfair or wrongful dismissal and any other employment dispute
(xii) liability arising from anything manufactured sold or supplied by or on behalf of the Insured
(xiii) liability arising from any wrongful act subsequent to the effective date of takeover or merger of the Insured by or with any other entity
(xiv) any actual or alleged legal liability arising directly or indirectly from
   (a) exposure to or
   (b) inhalation of or
   (c) fears of the consequence of exposure to or inhalation of or
   (d) damage to property or any other loss arising from asbestos
(xv) any actual or alleged legal liability for the costs of cleaning up or removal of asbestos
(xvi) (a) the failure of any computer or other electronic processing device or of any program instruction or data
   (b) 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
(xvi) 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

(xvii) 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

(xx) the first £250 of each and every claim made under this cover

Limit

The most we will pay in the period of insurance in respect of 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

Conditions

1 Personal cover

(a) We will treat
   (i) the application for this insurance as a separate application for cover by each trustee
   (ii) each claim made against any trustee and each loss suffered by any trustee as personal to that trustee
   (iii) 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

(b) 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 cover

(c) 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 cover

(d) If the lawful spouse of the trustee or any person deriving similar status in law is entitled to any indemnity under (b) 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

2 Special Condition

(a) 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
(b) The cover provided is only in force if you have the authority to acquire this type of cover and you have fulfilled any requirements of your Charity Regulator

Cover 2 – Trustees’ and management liability

Cover

If you make a valid claim under any of the paragraphs (a) (b) or (c) below we will provide the indemnity described in that paragraph by making a payment in the manner described in Cover paragraphs (d) and (e).

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.

(a) Trustee liability
   We will indemnify the legal liability of the
   (i) trustee for loss or environmental defence costs which results from his or her wrongful act as trustee
   (ii) employee for loss or environmental defence costs which results from his or her wrongful act when acting on behalf of the trustee
   (iii) trustee or employee for investigation costs

(b) Organisation liability
   We will indemnify the legal liability of the
   (i) organisation or related body for loss or environmental defence costs which results from a wrongful act by a trustee
   (ii) 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
   (iii) organisation or related body for investigation costs

(c) Loss of documents
   We will indemnify
   (i) the legal liability of the organisation related body or trustee for loss which results from damage to the document provided that this damage
      (a) occurs while that document is held by or is being sent to or from any of them their agent or the employee and
      (b) is discovered during the period of insurance
   (ii) any reasonable and necessary cost incurred by that organisation related body or trustee in restoring or replacing that document

(d) Payment
   (i) 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 (a) (b) or (c) above we will make on your behalf the payment as required by law
   (ii) 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 (a) (b) or (c) above we will make on your behalf the payment you are permitted to make
   (iii) 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 (a) (b) or (c) above we will make on your behalf the payment as required by law
   (iv) If none of (i) (ii) or (iii) above applies we will make the appropriate payment direct to the Insured for what we cover under Cover paragraph (a) (b) or (c) above

(e) Death or incapacity
   (i) 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
(ii) If your lawful spouse or any person deriving similar status in law is entitled to any indemnity under (i) 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

(a) 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

(b) any claim where you are entitled to indemnity from any other source or would be entitled but for this insurance

(c) the trustee's or employee's
   (i) liability to the organisation or related body or
   (ii) 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

(d) 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

(e) (i) fines or penalties
   (ii) liquidated damages
   (iii) any compensation awarded by a court of criminal jurisdiction
   (iv) multiplied aggravated exemplary or punitive damages other than exemplary damages awarded in an action for libel or slander

(f) any claim for which legal action is brought outside the European Union Channel Islands or Isle of Man

(g) any actual or alleged legal liability for
   (i) damage to or loss of use of any property (other than the document) or
   (ii) infringement of any intellectual property rights or
   (iii) breach of any duty owed to anyone in providing any professional service

(h) any actual or alleged legal liability
   (i) for seepage pollution or contamination of any kind other than to the extent of the environmental defence costs or
   (ii) arising directly or indirectly from
      (a) exposure to or
      (b) inhalation of or
      (c) fears of the consequence of exposure to or inhalation of or
      (d) damage to property or any other loss arising from asbestos or
   (iii) for the costs of cleaning up or removal of asbestos

(i) (i) the failure of any computer or other electronic processing device or of any program instruction or data for use in any computer or other electronic processing device equipment or system to function in the way expected or intended
   (ii) the transmission or receipt of any virus program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance

(j) your claim arising from your failure to arrange or maintain insurance for the organisation related body or trustee
(k) your claim arising from any
   (i) personal guarantee or assurance you give to anyone (other than your assurance that you have authority
to do something) or
   (ii) 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
   (l) any claim resulting directly or indirectly from you acting in the capacity as trustee or administrator of any
       pension or retirement fund or scheme
   (m) 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
   (n) any claim under cover paragraph (b) (i) or (ii) arising out of any
      (i) actual or alleged breach of any contract or agreement
      (ii) trading losses or liabilities or debts incurred by any business managed by or carried out by the
          organisation
   (o) any actual or alleged legal liability for anyone’s bodily injury mental anguish or emotional distress
   (p) any actual or alleged legal liability for loss directly resulting from anything manufactured sold or supplied by
       the organisation related body or trustee
   (q) any actual or alleged legal liability for loss relating to any claim for unfair or wrongful dismissal or any other
       employment dispute
   (r) any loss damage cost or expense
      (i) 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
      (ii) 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

(a) 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
    (i) claims made against you which result in loss or
    (ii) proceedings which are initiated against you which result in investigation costs or environmental
defence costs or
    (iii) losses (other than loss investigation costs or environmental defence costs) which you discover you
         have suffered
(b) 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
(c) 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
(d) 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
    (i) for environmental defence costs is £250,000
    (ii) under Cover paragraph (c) Loss of documents is £100,000
    (iii) under this section is the amount stated in the schedule as the Limit of indemnity
Conditions

(a) Notification of claims
   It is a condition precedent to liability that you
   (i) give us written notice of every
       (a) situation you become aware of during the period of insurance which might reasonably result in any claim under this section
       (b) 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
   (ii) send us immediately and unanswered every letter claim form summons or similar document concerning your claim which you receive
   (iii) 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
   (iv) do not make any admission of liability or any offer promise or payment of indemnity to anyone without our consent

(b) Conduct and settlement of claims
   (i) 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
   (ii) 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
   (iii) 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

(c) Personal cover
   (i) We will treat
       (a) the application for this insurance as a separate application for cover by each of you
       (b) each claim made against you and each loss suffered by you as personal to you
       (c) 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
   (ii) 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
   (iii) 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

(d) Notices
   (i) You must send notices to us at the address stated in the schedule or any other address we have given you for that purpose
   (ii) 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

(i) 30 days or

(ii) 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

(a) cover will only apply to claims arising from any wrongful act prior to the date of retirement of the trustee or employee

(b) the period will run concurrently with any Extended reporting period

(c) 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
14 Cyber

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

**Business income**
means
(a) the amount of net income (profit or loss before taxes) which *you* would have earned if the cyber event had not happened
(b) normal operating expenses that continue including ordinary payroll

**Computer system**
means *hardware data* computer networks websites intranet and extranet sites

**Computer virus**
means malware program code or programming instruction designed to have a damaging effect on a computer system

**Cyber event**
means
(a) loss corruption accidental or malicious deletion of or change to unauthorised access to or theft of *data*
(b) *damage* to websites intranet or extranet sites
(c) *damage* or disruption caused by computer virus hacking or denial of service attack or
(d) failure of or variation in the supply of electricity or telecommunications affecting *your computer system* the computer system of a service provider or customer of *yours*

**Damage(d)**
means total or partial loss damage destruction breakdown or corruption

**Damages**
means
(a) financial compensation *you* have to pay except for fines penalties liquidated damages (agreed damages or penalties *you* have to pay under a contract) punitive or exemplary damages (extra damages to punish *you*) or aggravated damages (more severe damages to reflect the seriousness of an offence) or
(b) third parties’ costs and expenses *you* have to pay as a result of a claim being brought against *you*

**Data**
means facts concepts information ideas text recordings and images which are converted to a form which can be processed by hardware but not including software and programs
Data privacy obligations means legal obligations relating to securing managing and preventing unauthorised access or use of data and arising under
(a) relevant data-protection regulations anywhere in the world associated with the confidentiality of access to control of and use of personal data which are in force at the time you discover you have failed to keep your data privacy obligations
(b) guidance from the Information Commissioner’s Office or similar organisations worldwide
(c) the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit card and debit card information
(d) privacy statements and confidentiality agreements

Defence costs means costs and expenses we agree in writing for investigating settling or defending a claim against you

Denial of service attack means malicious and unauthorised attack which overloads any computer system

Directors and officers means directors officers principals partners or members while they are employed by you and under your control in connection with the business

Employee means any
(a) person employed borrowed or hired by you including apprentices
(b) labour master or labour-only subcontractor (or a person supplied by any of them)
(c) self-employed person
(d) person taking part in any government or otherwise authorised work experience training study exchange or similar scheme

(e) authorised volunteer or
(f) person supplied to you under a contract or agreement which states that they are in your employment when they are working for you in connection with your business but not including your directors and officers

Hacking means unauthorised or malicious access to any computer system by electronic means

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

Indemnity period means the period during which you suffer a loss of business income or have to pay extra costs starting on the date of cyber event and ending no later than the last day of the indemnity period shown in the schedule
Personal data
means information which could identify a person or allow identity theft or other fraud to take place

Service provider
means a business that you hire under a written contract to perform services on your behalf in connection with your business

Time excess
means the time period as shown in the schedule we will not pay any loss of business income for

Cover

For the purposes of (1) – Cyber liability the definition of you shall also include any of your employees or directors and officers

1 Cyber liability
We will pay damages and defence costs arising from a claim first made against you and notified to us during the period of insurance and which arises out of conduct of your business as the result of
(a) you or your service provider failing to secure or prevent unauthorised access to publication of or use of data (including any interference with any right to privacy or publicity breach of confidence or your data privacy obligations)
(b) you unintentionally transmitting or failing to prevent or restrict the transmission of a computer virus hacking attack or denial of service attack from your computer system to a third party or
(c) loss of reputation (including that of a product) or intellectual property rights being breached as a result of
   (i) the content of any emails distributed by your computer system
   (ii) the content of your website
   (iii) online promotional marketing material or
   (iv) other data processed or distributed by your computer system

2 Data-breach expense
We will pay the following if during the course of your business it is discovered that you have failed to keep to your data privacy obligations
(a) The cost of hiring professional legal and forensic information-technology services to investigate and tell you how you should respond
(b) The cost of informing affected parties the data privacy regulator and other relevant third parties or organisations worldwide
(c) The cost of providing the following support services to affected parties as the result of you failing to keep to your data privacy obligations
   (i) Credit file monitoring identity theft assistance and helping the affected parties to correct their credit records and take back control of their personal identity
   (ii) Providing a helpline to respond to enquiries after informing affected parties
   These services will only be provided for 12 months and only if
   (1) the data privacy obligations you have failed to keep to relate to personal data or
   (2) you must provide the relevant service under your data privacy obligations
(d) Public relations and crisis management expenses if we have given our written permission for communicating with the media your customers and the public to minimise damage to brands and business operations and any damage to your reputation
3 Computer system damage data extra cost and business income

We will pay for the following arising as a result of a cyber event you discover and notify to us during the period of insurance

(a) the cost of investigating reconfiguring and rectifying any damage to your computer system or the computer system of a service provider and restoring and recreating data

This does not include the value of data to you even if the data cannot be restored or recreated

(b) extra costs to prevent or reduce the disruption to the functions carried out by your computer system during the indemnity period

(c) your loss of business income during the indemnity period

The amount of loss of business income we pay will be

(i) based on your business income during the 12 months before the cyber event as recorded in your accounts

(ii) adjusted to reflect trends and circumstances which may affect the business income or which would have affected the business income had the cyber event not occurred

The following cover is optional and the schedule will show if it applies

4 Cyber crime

We will pay for the following circumstances which arise and are notified to us during the period of insurance

(a) Your financial loss as the result of a fraudulent input destruction or modification of data in your computer system or the computer system of your service provider which results in

(i) money being taken from any account

(ii) goods services property or financial benefit being transferred or

(iii) any credit arrangement being made

as long as you have not received any benefit in return and you cannot recover the loss from a financial institution or other third party

We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently

(b) Your liability to make any payment to your telephone service provider as the result of hacking into your computer system

(c) The cost of employing specialist support to verify that a threat is genuine and to help you to respond if anyone threatens to

(i) cause damage to or disrupt your computer system by introducing a computer virus or to initiate a hacking attack or denial of service attack against you

(ii) release publish corrupt delete or alter data from your computer system if this would cause you commercial or financial harm or damage your reputation

(iii) fraudulently or maliciously use your computer system to cause a loss to you or a third party as long as you can demonstrate that you have good reason to believe that the threat is not a hoax and you have reported it to the police
Exclusions

We will not pay for any damages liability expense or defence costs arising from
(1) loss of business income during the time excess
(2) any claim brought against you by
   (a) another person named as Insured in the schedule
   (b) any of your parent or subsidiary companies or
   (c) any company which you are a director officer partner or employee of and have a financial interest in
   This exclusion does not apply to personal data relating to employees or directors and officers as long as
   any benefit they receive is no more than any third party would receive
(3) defamatory or disparaging statements or publications made deliberately or recklessly if it could be anticipated
   by a reasonable person that the statements could result in a claim against you
(4) you failing to keep to any obligation you have to your employees or directors and officers unless this is
   specifically insured by this section after your data privacy obligations have not been met
(5) any mistakes in financial statements or representations concerning your business
(6) you actually or allegedly breaking any taxation competition restraint of trade competition or anti-trust law or
   regulation
(7) infringement of any patent without the patent holders permission
(8) goods products or software sold supplied manufactured constructed installed maintained repaired altered or
   treated by you
(9) inadequate or incorrect advice or services you have provided
(10) the cost of correcting any failings in procedures systems or security
(11) loss of business income or any other cost resulting from a deliberate act or decision of a gas or electricity
   supplier grid operator or telecommunications operator except where that act or decision was necessary to
   protect life or prevent damage to property
(12) (a) circumstances which existed before any cover provided by your policy started and which you knew about
   (b) claims or circumstances which you have already reported or which you should have reported to a
   previous insurer before the period of insurance
(13) your property being confiscated or damaged by or under the order of any government public or police
   authority other than
   (a) to protect life or prevent damage to property or
   (b) as the result of a regulatory investigation after you have failed or allegedly failed to keep to your data
   privacy obligations
(14) any extortion blackmail or ransom payments or demands other than in connection with cover provided under
    Cover section (4) – ‘Cyber crime’
(15) (a) fines or penalties
    (b) punitive aggravated exemplary or multiplied damages
(16) penalties you have to pay under a contract for any delay or in connection with guarantees of performance or
    efficiency
(17) any deliberate act or failure to act by you or your directors and officers unless the act or failure to act is a
    measure to prevent or minimise injury damage to your hardware loss of business income or a claim for
    damages
(18) the cost of normal computer system maintenance
(19) atmospheric or environmental conditions causing temporary interference with any satellite signal
(20) your commercial decision to stop trading or the decision of a service provider customer or supplier of yours
    to stop or reduce trade with you or restrict services
(21) Losses due to
(a) wear and tear gradual deterioration or rust
(b) scratching or chipping of painted or polished surfaces
(c) erosion or corrosion or
(d) gradual reduction in performance
However we will pay for loss resulting from the causes above which we would otherwise have paid under this section
(22) your insolvency or bankruptcy
(23) the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by you
This exclusion shall not apply to any cost or loss caused by or resulting from physical damage if otherwise insured by this section to the electrical power supply network telecommunication network or other property
Telecommunications networks include but not limited to the internet internet service providers Domain Name System service providers cable and wireless providers internet exchange providers search engine providers internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure
This exclusion applies to cover (3) ‘Computer system damage data extra cost and business income’ only
(24) 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
Computer virus hacking or denial of service attack will not be regarded as an act of terrorism
(25) any financial loss resulting from actual or alleged fraudulent use of credit or debit card
This exclusion applies to cover section (4) ‘Cyber crime’

What we will pay

Limit of liability

The most we will pay for all claims we accept under this section in total for the period of insurance is the limit of indemnity noted in the schedule
The limits shown below under Extensions are in addition to the limit of indemnity

Defence costs

Any defence costs we pay will be within not on top of the limit of indemnity

Paying out the limit of indemnity

For any and all claims arising for the period of insurance we may pay the full limit of indemnity that applies
When we have paid the full limit of indemnity we will not pay any further amounts for any claims or for associated defence costs arising after we pay the full limit of indemnity
For any claim the total amount we will pay will not be more than the limit of indemnity regardless of the number of people or organisations insured by the policy
Any claim we pay will not include Value Added Tax (VAT) unless you cannot recover part or all of the VAT you have paid
Extensions

1  Avoiding corruption

We will pay

(a) the cost of locating and removing a computer virus from your computer system which has not necessarily caused any damage or disruption and
(b) the cost of hiring professional consultants to make recommendations on how to prevent your computer system from being infected by computer virus or to prevent hacking when a computer virus or hacking attack has affected your computer system during the period of insurance

with our prior written consent

The most we will pay for all claims in total for the period of insurance is £15,000

2  Security audit

We will pay the cost of a professional consultant to carry out an audit of your computer system to assess security weaknesses and advise you on how to make improvements if your failure to keep to data privacy obligations insured by this section resulted from security weaknesses in your computer system

The most we will pay for all claims in total for the period of insurance is £15,000

3  Investigation cost

We will pay the cost of investigating possible repair replacement or restoration with our prior written consent provided we accept a claim for damage or other loss

The most we will pay for all claims in total for the period of insurance is £15,000

4  Loss-prevention measures

We will pay the cost of preventing or minimising actual or expected damage or other loss covered by this section provided that

(a) damage or other loss would be expected if the measures were not taken
(b) we are satisfied that the damage or other loss has been prevented or minimised by these measures and
(c) the cost is limited to the cost of damage or other loss which would have been caused

The most we will pay for all claims in total for the period of insurance is £15,000

5  Temporary and fast-tracked repair

We will pay the cost of making temporary repairs and fast-tracking a permanent repair replacement or restoration provided we have accepted a claim for damage or other loss

The most we will pay for all claims in total for the period of insurance is £15,000

6  Accountants’ fees

We will pay the cost of

(a) extra staffing costs and
(b) extra fees charged by your usual auditors or accountants incurred by you as a result of providing the information we need to work out the amount we should pay

The most we will pay for all claims in total for the period of insurance is £15,000
7 Non-invalidation

The cover by this section shall not be invalidated by any act failure to act or change in circumstance which increases the risk of damage loss of business income a claim for damages or other loss covered by this section which you could not have known about or controlled

Provided that as soon as you (or anyone acting for you) become aware of any act failure to act or change in circumstance which may affect the policy you

(a) tell us as soon as possible and
(b) keep to any extra terms and conditions we set

This applies to any change of circumstance which arises whether before or during the period of insurance including before we renew this section

Special conditions

You must keep to the following conditions

If you do not keep to any condition of this Section and that condition is relevant to your claim we may refuse to pay part or all of your claim

1 Reporting a claim

As soon as you know about any incident or circumstance that may result in a claim you must

(a) tell the person who arranged your policy (or us) providing full details within 14 days in the case of you knowing about an incident or circumstance that has resulted in or may result in you receiving
   (i) a claim against you 
   (ii) a demand for damages
   (iii) a notice of regulatory action against you 
   (iv) a notice of other arbitration process seeking damages
(b) tell the person who arranged your policy (or us) providing full details within 7 days in the case of damage loss of business income or other loss covered by this section and caused by riot civil commotion strikers locked-out workers or people taking part in labour disturbances
(c) keep any damaged hardware other property covered by this policy and other evidence and allow us to inspect it
(d) give us details of any other insurances you have which may cover damage loss of business income damages defence costs or other loss covered by this section
(e) tell us if you recover money from a third party (you may need to give the money to us)

You must not admit responsibility or liability or agree to pay any money or provide any services on our behalf without our written consent

2 Protecting data

You must make sure that the appropriate procedures are in place for disposing of and destroying hardware and hard copy files in order to protect data

3 Controlling defence

We can but do not have to take control of investigating settling or defending any claim made against you

We will take this action in your name
If necessary we will appoint an adjuster solicitor or any other appropriate person to deal with the claim.

We may appoint your solicitor but only on a fee basis similar to that of our own solicitor and only for work done with our permission in writing.

We will only defend claims if we think that there is a reasonable chance of being successful and after taking the costs of the defence into account.

4 Salvage and Recoveries

(a) If you have made a claim and you later recover money from a third party you must tell us immediately.

(b) If we have paid the claim you may have to give the money to us.

Any amount due from you or us must be paid as soon as reasonably possible.

5 Reasonable care

You must

(a) make sure that your hardware is maintained, inspected and tested as recommended by the manufacturer.

(b) keep a record of all maintenance and data back-up procedures and maintenance carried out and let us check those records.

(c) take all reasonable steps and precautions to prevent or reduce damage or other loss covered in this section.

(d) not continue to use hardware after damage unless we have given our written permission.

If you do not keep to this condition we may

(i) refuse to pay part or all of your claim and

(ii) cancel your policy in accordance with our rights under General Condition 12 Cancellation.

6 Defence software

Your computer system must be protected by a

(a) virus-protection software package which is

(i) licensed to you

(ii) paid for and not freely available and

(iii) updated at least every 7 days.

(b) firewall on all external gateways to the internet and that firewall must be maintained.

7 Data backup

You must

(a) back up original data at least every 7 days.

(b) take precautions to make sure that all data is stored safely.

(c) make sure that the terms of the contract between you and the service provider allow data to be backed up in line with this condition if a service provider processes or stores data for you.

If you have failed to keep to this condition we may still pay a claim if you can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond your control.
8 More than one insured

If more than one party is named as the Insured in the schedule the first named Insured will receive all notices and agree any changes to the policy and will be treated as acting for all the named Insures.

We will not remove any named Insured without their permission.

9 Right to survey

At our request you must give us access to your premises at an agreed date and time to carry out a risk survey.

If you do not keep to this condition we may cancel your policy in accordance with our rights under General Condition 12 Cancellation.
15 Legal expenses

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

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged through DAS Legal Expenses Insurance Company Limited (DAS).

We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf. The legal advice service and claims handling service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

If you wish to speak to DAS about a legal problem or make a claim please phone:

0345 268 9124

DAS will ask you about your legal issue and if necessary call you back to give you legal advice.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, DAS will give you a reference number. At this point they will not be able to tell you whether the claim is covered or not but will pass your information to their claims-handling team and explain what to do next.

Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do we will not pay the costs involved.

**DAS Head and Registered Office:**
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side, Temple Back
Bristol BS1 6NH

Registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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

**DAS Law Limited Head and Registered Office:**
DAS Law Limited
North Quay
Temple Back
Bristol BS1 6FL

Registered in England and Wales, number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113)

**Website:** [www.daslaw.co.uk](http://www.daslaw.co.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 who has been appointed to act for an insured person 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 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

**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
They are appointed according to the DAS Standard Terms of Appointment

**Reasonable prospects**
means
(1) For civil cases arising from all insured events (other than 1 Employment Practices Legal Protection and Compensation Awards and 2 Legal Defence) 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 but 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 person* in respect of any *insured event* shown as included in the schedule arising in connection with the business as long as

(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* and within the *countries covered* and

(c) any proceedings or investigation will be dealt with by
   - 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 incident and any compensation awards that *DAS* has agreed to provided that

(1) the most we will pay for 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 the *Insured* wants to appeal
   Before we pay the *costs and expenses* for appeals *DAS* must agree that *reasonable prospects* exist

(4) for an enforcement of judgment to recover money and interest due to *you* after a successful claim under this 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

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*
### Insured events

#### 1 Employment practices legal protection and compensation awards

##### (a) Employment practices legal protection

**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 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 indemnity provided by this section

(ii) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by 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

(i) any basic and compensatory award

and/or

(ii) 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

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 the advice given by DAS Legal Advice Service since the date when the *Insured* 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 the advice given by DAS Claims Department prior to serving notice of redundancy

4. The compensation award is awarded by a court or tribunal or through ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by DAS
(5) The total of the compensation awards payable by us shall not exceed £1,000,000 in any one period of insurance

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) Civil claims against or statutory rights in relation to trustees of occupational pension schemes

(ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto

(iii) Any award ordered because the Insured has failed to provide relevant records to employees under the National Minimum Wage laws

(iv) Any compensation award or increase in compensation award ordered by a court or tribunal for 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 at the Insured’s request 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

(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 arising in direct connection with the activities of the business which leads to the insured person being prosecuted in a court of criminal jurisdiction

(c) Data protection and Information Commissioner registration
   (i) If civil action is taken against the insured person for compensation under Section 13 of the Data Protection Act 1998

   We will also pay any compensation award made against the insured person under Section 13 of the Data Protection Act 1998 provided you were registered with the Information Commissioner at the time of the insured incident

   (ii) In an appeal against the refusal of the Information Commissioner to register the Insured’s application for registration
(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
Representing the **insured person**
(a) 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**
(b) throughout a formal investigation or disciplinary hearing by any other relevant authority

(f) Statutory notice appeals
Representing the **insured person** in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the **Insured's** business other than those issued in connection with the **Insured's** licence mandatory registration or British Standard Certificate of Registration

**We** will also pay for

(g) Jury service and court attendance
An **insured person's** absence from work
(i) to perform jury service
(ii) to attend any court or tribunal at the request of the **appointed representative**

Provided that
(i) in so far as proceedings under the Health & Safety at Work etc. Act 1974 are concerned the **countries covered** shall be any place where the Act applies
(ii) the **Insured** requests cover for the **insured person**

Exclusions
(i) any criminal investigation or enquiry by with or on behalf of HM Revenue & Customs
(ii) 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

3 Statutory licence appeal

**Costs and expenses** in an appeal to the relevant statutory or regulatory authority court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel the **Insured's** licence 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 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 an agreement or 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** will be responsible for 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 being assessed as having reasonable prospects - if the Insured does not pay this amount cover could be withdrawn)

If you are using your own law firm this will be within 21 days of their appointment (following confirmation your 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) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the date of occurrence is within the first 90 days of the indemnity provided by this section unless equivalent legal expenses insurance was in force immediately before

(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 refuses 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 advisor 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 judgement if they are not satisfied that there are or will be sufficient assets available to satisfy judgement
Exclusions
(i) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section unless equivalent legal expenses insurance was in force immediately before
(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 lands or buildings
   (c) A loan mortgage pension guarantee or any other financial product and choses in action
   (d) A motor vehicle owned by 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 purchase 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

(a) any event which causes physical damage to such material property or
(b) a legal nuisance or
(c) 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* for an *appointed representative* to act 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 a claim and it is not resolved through DAS’s internal complaints and the Insured is a small business they can contact the Financial Ombudsman Service for help
Details available from www.financial-ombudsman.org.uk
Alternatively there is a separate arbitration process (this applies to all size of business)
The arbitrator will be a barrister chosen jointly by the Insured and us
If there is a disagreement over the choice of arbitrator we will ask the Chartered Institute of Arbitrators to decide
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
(e) give **DAS** full and factual details of any claim and give **DAS** any information they need and
(f) report any claim to **DAS** as soon as they become aware of it and within 180 days of the **date of occurrence**

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** 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 **Costs and expenses** incurred before the written acceptance of a claim by **DAS**
2 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)(i) – Legal defence
3 Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
4 Any claim relating to rights under a franchise or agency agreement entered into by the **Insured**
5 Any **insured event** deliberately or intentionally caused by an **insured person**
6 A dispute with **us** or **DAS** not otherwise dealt with under Condition 8 of this section
7 Any claim relating to a shareholding or partnership share in the **Insured**
8 **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
9 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**
10 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
This exclusion applies to all **insured events** other than 1(a) Employment practices legal protection and 1(b) Compensation awards and 2 Legal defence
11 Any claim relating to written or verbal remarks that damage the **insured person’s** reputation
12 Any claim where an **insured person** is not represented by a law firm barrister or tax expert
16 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 instructions 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
   i. is also employed by you under a contract of service and
   ii. 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 theft during the periods of insurance which this section (and any substituted section or policy) shall remain in force committed by an individual employee or by 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.
Exclusions

We shall not be liable for
(i) any theft committed by any employee subsequent to your discovery of actual or suspected theft by such employee
(ii) any excess
(iii) any loss of interest or consequential loss of any kind
(iv) any unexplained shortages

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
(a) in respect of any one claim
   (i) caused by one employee shall not exceed the limit of indemnity stated in the schedule applicable to that employee
   (ii) 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
   (iii) 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
(b) in respect of any one period of insurance shall not exceed the aggregate limit of indemnity stated in the schedule

Special conditions

1 It is a condition precedent to liability that you shall operate the following Minimum standard 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
   (i) 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
         1 no one employee shall complete a funds transfer payment from beginning to end
         2 all employees involved will require unique passwords to access the computer or system which must be kept confidential to the user and changed at least every 30 days
3. 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.

(ii) 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.

(iii) 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.

(iv) Statements of account for all amounts due will be issued at least monthly and direct to customers independently of employees receiving or collecting monies. Action by management shall be taken if an account becomes three months overdue.

(v) 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 unpresented cheques.

(vi) Cash in hand and petty cash shall be checked independently of the responsible employees at least monthly and additionally without warning every six months.

(vii) There will be a physical check on all stock and materials held against verified stock records independent of the responsible employees at intervals of not more than 12 months except where otherwise stated.

(viii) Different employees acting independently shall be responsible for the ordering of stock and materials, the recording of receipt of such and the authorising of payment for them.

(ix) Security checks will be built into all computer functions with reconciliations made as necessary.

(x) Responsibilities for

(a) authorisation of transaction
(b) processing of transactions and
(c) handling of output
shall be exercised by different employees.

(xi) 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.

(xii) 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.

(xiii) All supplier/creditor accounts received for payment should be carefully and independently (of those employees placing orders 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.
2. **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 not be obtained in respect of **employees** who have satisfactorily 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** on request

3. 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 under 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

4. Upon the termination of service of any **employee you** shall take all reasonable precautions to prevent a 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 of any access codes or passwords the **employee** has to access computer or other systems

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**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
   (a) auditors fees incurred with **our** written consent solely to substantiate the amount of the claim
   (b) the reasonable cost 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 insurance solely because the period allowed for such discovery has expired
Provided that
(a) such insurance had been continuously in force from the time of the loss until commencement of this section
(b) the loss would have been insured by this insurance had it been in force at the time of the loss
(c) our liability shall not exceed
   (i) the amount recoverable under the insurance in force at the time of the loss or
   (ii) the limit of indemnity under this insurance
   whichever is the less

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

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

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 of an employee under your control or direction but excluding persons employed
(a) as drivers
(b) in connection with warehouse duties
(c) with computer operations or computer programming
   unless specifically stated as insured in the schedule

Provided that
(i) 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
(ii) 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
(iii) Special condition 2 (References) shall not apply to the temporary agency staff described above
17 Terrorism

The schedule will show if this section applies

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 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 used by you at the premises for the purpose of the business

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information 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 and the generation of excess or non-genuine traffic between and amongst networks

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 or other equipment or component or system or item which processes stores or retrieves data 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

(a) the production or use of atomic energy
(b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
(c) 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 or information made by means of misrepresentation or deception
**Property insured**

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

Excluding

(a) any land or building which is occupied as a private residence or any part thereof which is so occupied unless
   (i) the remainder of the building is not a private residence and is insured under this policy
   (ii) such land or building is not insured in the name of an individual

(b) 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**

**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 ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This includes but is not limited to Trojan horses worms and logic bombs

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**Cover**

*We* will pay *you* for

(a) damage to or the destruction of **property insured** belonging to *you* or for which *you* are legally responsible

(b) **business interruption** as insured by 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

(i) is not subject to any of the General exclusions of this policy

(ii) is not subject to any long term agreement or undertaking which may otherwise apply

(iii) is not subject to any terms in this policy which provide for adjustments of premium

(iv) is subject otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section

(v) is subject 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

(a) no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy

(b) 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*

The most we will pay for any one event is the lesser of
(a) the total sum insured or
(b) for each item its individual sum insured or
(c) 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) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software)
   (b) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item
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*

Condition

(1) If *we* allege that any loss is not covered by this section the burden of proving that such loss is covered shall be upon *you*
This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
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

If you would like this booklet in large print, braille,
on audio tape or computer disc please call us on
0345 777 3322

You can also tell us if you would like to always
receive literature in another format.