Charity and Community Insurance

POLICY DOCUMENT

www.ecclesiastical.com

ecclesiastical

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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 use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacy-policy or contact our Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email compliance@ecclesiastical.com.

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:

ARAG 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.

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:
ARAG 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 ARAG Legal Expenses Insurance Company Ltd (ARAG).

You can contact ARAG's UK-based call centre 24 hours a day, seven days a week. However, they may need to arrange to call you back depending on the enquiry. To help them check and improve their service standards, ARAG may record all inbound and outbound calls, except those to the counselling service. When phoning, please quote reference number EPS/6765044.

ARAG will not accept responsibility if the Helpline Services are unavailable 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 ARAG 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

ARAG can provide legal advice on any commercial legal problem affecting the business, under the laws of any European Union country, 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 ARAG will arrange a call back at a time to suit you.

ARAG's 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, ARAG 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, ARAG will call you back.

Tax advice (commercial)

0345 268 9124

ARAG can provide confidential advice over the phone on any tax matters affecting the business, 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, ARAG will call you back.

Counselling

0345 266 9667

ARAG can provide your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the phone, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment), 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 ARAG.

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

Information services

The following are provided by ARAG Legal Expenses Insurance Company Limited (ARAG).

Employment manual

The ARAG Employment manual offers comprehensive, up to date guidance on rapidly changing employment law.

To view it, please visit

www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual/

All the sections of this web-based document can be printed off for your own use.

Contact ARAG at

employmentmanual@arag.co.uk

with your email address, quoting your Ecclesiastical policy number prefixed with `EIG', and they will contact you by email to inform you of future updates to the information.

ARAG businesslaw

Using **www.aragbusinesslaw.co.uk** you can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using ARAG's 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 ARAG businesslaw, you will need to register at **www.aragbusinesslaw.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 **digital@arag.co.uk** with your policy number in the subject box.

General information

Complaint handling procedures

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
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

Tel: 0345 777 3322
Fax: 0345 604 4486
Email: complaints@ecclesiastical.com

For Legal expenses complaints

ARAG Legal Expenses Insurance Company Limited
Unit 4a,
Greenway Court,
Bedwas,
Caerphilly
CF83 8DW

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

Our promise to you

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

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- 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

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 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 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 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 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 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 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 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 land piers jetties excavations and marquees
(ii) natural or artificial
    (a) water courses
    (b) confines of any body of standing water
    including but not limited to
    (1) dams reservoirs culverts canals moats rivers and lakes
    (2) any man-made elements attaching to or forming part of such structures
(iii) property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure except as specifically provided for by the Minor contract works extension

unless more specifically mentioned in this policy or its schedule

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 and fittings 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 moveable 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) groundsperson'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
(i) Groundsperson's equipment in the grounds of the ***premises*** (ii) Fixtures including fixed floodlighting and external lighting security equipment fixed to the exterior of the ***buildings*** or in the grounds of the ***premises*** (iii) 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) (iv) Signs and nameplates fixed to the ***buildings*** or positioned outside but in the immediate vicinity of the ***premises***	£20,000 in the aggregate for all claims in the ***period of insurance***
(v) computer systems records	5% of the contents item sum insured any one claim
(vi) prints paintings drawings rare books pieces of tapestry sculptures or other works of art	£5,000 in the aggregate for all claims in the ***period of insurance***
(vii) jewellery precious stones or precious metals bullion furs or curiosities	£1,000 in the aggregate for all claims in the ***period of insurance***
(viii) the ***personal belongings*** of the following whilst at the ***premises*** (a) directors trustees officials partners employees residents and ***authorised volunteers***	£2,500 per person any one claim
(b) visitors and members	£1,000 any one claim
(c) other persons as shown in the schedule	the limit shown for any one person any one claim
(ix) personal money of those specified in (viii) above	£100 per person any one claim
(x) for wind turbines less than 10kW generating capacity (xi) solar panels less than 50kW generating capacity (xii) photovoltaic panels less than 50kW generating capacity	£20,000 in the aggregate for all claims in the ***period of insurance***

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 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

Anything first loaned to ***you*** after the inception of this policy with no Loan Agreement will not be covered under this policy unless specifically agreed by ***us*** in writing

(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*** loaned
  (iv) the loan value 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
  We shall not pay out in respect of any one of the items insured more than the sum insured
4 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 133⅓% 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 33⅓% 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
means

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

(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

Limit

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

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***

(8) of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

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
The total loss or permanent and total loss of use of one of the following at or above a joint

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*** or 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

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 right 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

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 officers 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)
(c) circumstances where ***you*** are entitled to indemnity under any other insurance
(d) ***injury*** or ***damage*** arising outside the ***geographical limits***

3 Data protection

Definition specific to this extension

Data protection legislation

means the Data Protection Act 2018 or any subsequent legislation that specifically replaces this act

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

(a) legal liability to pay damages and ***legal costs*** for material and non-material damage

(b) defence costs and prosecution costs awarded against ***you***

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

We will not provide any indemnity in respect of

(i) the payment of fines penalties punitive or exemplary damages

(ii) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data

(iii) liability arising from or caused by a deliberate or intentional act or omission by ***you***

(iv) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to ***you*** at the inception of this extension

(v) legal liability where indemnity is provided by any other insurance

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

(1) claims not insured by this extension

(2) any claim or notice notified later than twenty-eight days after receipt of such claim or notice

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

(a) shall not exceed the limit of indemnity shown on the schedule

(b) shall not exceed £100,000 any one claim and in the aggregate any one period of 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 right 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 the use of bouncy castles or other inflatables fly walls bungee equipment or any similar activity equipment
(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)

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) 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 – Defence costs and expenses

Cover

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

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 3 are included in the limit of indemnity and are subject to the ***excess***

All payments made by ***us*** in respect of Cover 1 and Cover 2 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)) 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) 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
(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 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

(xvii) 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***

(xviii) 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

(xix) 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 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 ARAG Legal Expenses Insurance Company Limited (ARAG).

We are responsible for paying any claims under this section but ARAG manage all claim matters and correspondence on our behalf.

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

0345 268 9124

ARAG 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, ARAG 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 teams and explain what to do next.

Please notify ARAG as soon as possible of your potential claim. We will not pay any legal costs that you may have incurred through contacting a lawyer, accountant or anyone else prior to ARAG's acceptance of a claim.

ARAG Head and Registered Office:

ARAG Legal Expenses Insurance Company Limited
Unit 4a,
Greenway Court,
Bedwas,
Caerphilly CF83 8DW

Registered in England and Wales, company number 103274. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Website: www.arag.co.uk

ARAG Data Protection

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by ARAG Legal Expenses Insurance Company Ltd (ARAG). When you purchase and use this policy, ARAG will process personal information about you, and anyone else whose details are provided to them to provide you with a service or a claim.

ARAG will process your personal information in accordance with their Privacy Notice. You can find their Privacy Notice online at **www.arag.co.uk/privacy**. Alternatively, you can make a request for a printed copy to be sent to you by contacting **dataprotection@arag.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 ***we*** will appoint to act on the ***insured person's*** behalf in accordance with the terms of this section

ARAG

means ARAG Legal Expenses Insurance Company Limited

ARAG 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

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 ***ARAG*** in accordance with the ***ARAG 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 ***ARAG***

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

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) – Legal defence Formal investigations and Disciplinary hearings the date when an ***insured person*** first receives formal notice of such investigation or disciplinary hearing

(4) For ***insured event*** 2(f) – Legal defence Statutory notice appeals the date when the ***insured person*** is issued with the relevant notice and has the right to appeal

(5) For ***insured event*** 3 – Statutory licence appeal the date when the ***Insured*** first became aware of the proposal by the relevant licensing or regulatory authority to suspend alter the terms of or refuse to renew or cancel the ***Insured's*** licence or mandatory registration or British Standard Certificate of Registration

(6) For ***insured event*** 7 – Tax protection the date when HM Revenue & Customs or the relevant authority first notifies the ***Insured*** of its intention to carry out an enquiry
For ***VAT disputes*** or ***employer compliance disputes*** the date the dispute arises following the issue of an assessment written decision or notice of a civil penalty

(7) For ***insured event*** 7(b) – Tax protection for ***Charity Commission enquiries*** the date the ***Insured*** receives notification from the Charity Commission that they are to conduct an investigation

Employer compliance dispute(s)

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

Insured event(s)

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

Insured person

means

(1) The ***Insured*** and the directors trustees partners managers employees and volunteers of the ***Insured***

(2) The estates heirs legal representatives or assigns of any person mentioned in (1) above in the event of such person dying

(3) A person contracted to perform work for the ***Insured*** who is in other respects insured by the ***Insured*** on the same basis as the ***Insured's*** employees and performs work under supervision and direction of the ***Insured***

Limit of indemnity

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

Please refer to the policy schedule for this amount

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

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

Period of insurance

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

Preferred law firm or tax consultancy

means a law firm barristers' chambers or tax expert ***ARAG*** choose to provide legal or other services

These specialists are chosen as they have the proven expertise to deal with the ***insured person's*** claim and must comply with ***ARAG's*** agreed service standard levels which they audit regularly

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

Reasonable prospects

means

(1) For civil cases arising from all ***insured events*** (other than ***insured events*** 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 ***ARAG*** 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%
ARAG or a ***preferred law firm or tax consultancy*** on ***ARAG's*** behalf will assess whether there are ***reasonable prospects***

(2) For criminal cases there is no requirement for there to be prospects of a successful outcome however for appeals the prospects of a successful outcome must be at least 51%

Tax enquiry

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

(i) includes a request to examine any aspect of the ***Insured's*** books and records or

(ii) advises of a check of the ***Insured's*** whole tax return

VAT dispute(s)

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

Cover

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

(a) ***reasonable prospects*** exist for the duration of the claim and

(b) the ***date of occurrence*** of the ***insured event*** happens during the ***period of insurance*** or

(c) the ***date of occurrence*** of the ***insured event*** happens during the currency of a previous equivalent legal expenses insurance policy provided that

- the previous legal expenses insurance policy required the ***Insured*** to report claims during its currency
- the ***Insured*** could not have notified a claim previously as they could not have reasonably been aware of the insured incident
- cover has been continuously maintained in force
- ***we*** will not cover any claim that should have been reported under a previously operative legal expenses insurance policy
- the available ***Limit of Indemnity*** shall be limited to the lesser of the sums payable under this or ***your*** previous policy and

(d) the ***insured event*** happens within the ***countries covered*** and

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

What we will pay

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

(1) the most ***we*** will pay for ***costs and expenses*** including compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the ***Limit of Indemnity*** in the policy schedule

(2) the most ***we*** will pay in ***costs and expenses*** is no more than the amount ***we*** would have paid to a ***preferred law firm or tax consultancy***
(The amount ***we*** will pay a law firm where acting as an ***appointed representative*** is currently £100 per hour - this amount may vary from time to time)

(3) in respect of an appeal or the defence of an appeal the ***Insured*** must tell ***ARAG*** within the time limits allowed that they want to appeal
Before ***we*** pay the ***costs and expenses*** for appeals ***ARAG*** must agree that ***reasonable prospects*** exist

(4) in respect of an enforcement of judgment to recover money and interest due to the ***Insured*** after a successful claim under this section of the policy ***ARAG*** must agree that ***reasonable prospects*** exist

(5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most ***we*** will pay in ***costs and expenses*** is the value of the likely award

(6) in respect of ***insured event*** 2(g) – Legal defence Jury service and court attendance the maximum ***we*** will pay is the ***insured person's*** net salary or wages for the time that the ***insured person*** is absent from work less any amount the ***Insured*** court or tribunal pays to them

What we will not pay

(1) In the event of a claim if the ***Insured*** decides not to use the services of a ***preferred law firm or tax consultancy*** the ***Insured*** will be responsible for any costs that fall outside the ***ARAG Standard Terms of Appointment*** and these will not be paid by ***us***

(2) The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT)
If the ***Insured*** is using a ***preferred law firm or tax consultancy*** the ***Insured*** will be asked to pay this within 21 days of their claim having been assessed as having ***reasonable prospects***
If the ***Insured*** is using their own law firm this will be within 21 days of their appointment (following confirmation the claim has ***reasonable prospects***)
If the ***Insured*** does not pay this amount the cover for the claim could be withdrawn

Insured events

1 Employment disputes and compensation awards

(a) Employment disputes

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

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

Exclusions

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

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 immediately prior to inception of this section

(b) Compensation awards

Where ***ARAG*** have accepted a claim under ***insured event*** 1(a) ***we*** will pay up to the ***Limit of indemnity*** for the following

(1) any basic and compensatory award

and/or

(2) an order for compensation or damages following a breach of the ***Insured's*** statutory duties under employment legislation

Provided that 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 ***ARAG***

Exclusions

(i) Any compensation award relating to the following
  (a) Trade union activities trade union membership or non-membership
  (b) Pregnancy or maternity rights paternity parental or adoption rights
  (c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
  (d) Statutory rights in relation to trustees of occupational pension schemes
(ii) Non-payment of money due under a contract of employment or a statutory provision

(iii) Any award ordered because the ***Insured*** has failed to provide relevant records to employees under National Minimum Wage legislation
(iv) Any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
(v) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure

(c) Employee civil legal defence

Costs and expenses to defend the ***insured person's*** (other than the ***Insured's***) legal rights if an event arising from their work as an employee leads to civil action being taken against them

(1) under legislation for unlawful discrimination or
(2) as trustee of a pension fund set up for the benefit of the ***Insured's*** employees

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

(d) Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by or for which the ***Insured*** is responsible

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

2 Legal defence

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

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

(b) Criminal prosecution defence
Following an event which leads to the ***insured person*** being prosecuted in a court of criminal jurisdiction

Provided that
(1) for claims relating to the Health and Safety at Work etc Act 1974 the ***countries covered*** shall be any place where the Act applies
(2) ***we*** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the ***business*** - please see Cover

(c) Data protection
If civil action is taken against the ***insured person*** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by

(1) an individual
We will also pay any compensation award up to the ***Limit of Indemnity*** in respect of such a claim
(2) a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor
We will not pay any compensation award in respect of such a claim

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

(2) ***we*** will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body

(d) Wrongful arrest

Civil action taken against the ***Insured*** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the ***period of insurance***

(e) Formal investigations and discplinary hearings

In representing the ***insured person***

(1) throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an ***insured person***

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

(f) Statutory notice appeals

An appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the ***Insured's*** business

We will also pay for

(g) Jury service and court attendance

An ***insured person's*** absence from work

(1) to perform jury service

(2) to attend any court or tribunal at the request of the ***appointed representative***

Provided that for each of the above sections of ***insured event*** 2 - Legal defence the ***Insured*** requests that ***ARAG*** provides cover for the ***insured person***

Exclusions

(i) for (a) Criminal pre-proceedings cover any criminal investigation or enquiry by with or on behalf of HM Revenue & Customs

(ii) for (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any claim relating to a parking offence

(iii) for (c) Data protection cover any claims relating to

(1) the loss alteration corruption or distortion of or damage to stored personal data or

(2) a reduction in the functionality availability or operation of stored personal data

resulting from hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code computer virus or similar mechanism

(iv) for (f) Statutory notice appeals cover

(1) any Statutory Notice issued by an ***insured person's*** regulatory or governing body

(2) any appeal against the imposition or terms of any Statutory Notice issued in connection with an ***Insured's*** licence mandatory registration or British Standard Certificate of Registration

3 Statutory licence appeal

Costs and expenses in appealing to the relevant statutory or regulatory authority court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel the ***Insured's*** licence or mandatory registration or British Standard Certificate of Registration

Exclusions

(i) Assistance with the application process either in relation to an original application or application for renewal of a statutory licence mandatory registration or British Standard Certificate of Registration

(ii) Any licence appeal relating to the ownership driving or use of a motor vehicle

4 Contract disputes

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

Provided that

(1) the amount in dispute exceeds £250 (including VAT)

(2) if the amount in dispute exceeds £5,000 (including VAT) the ***Insured*** must pay the first £500 of any claim
If the ***Insured*** is using a ***preferred law firm*** the ***Insured*** will be asked to pay this within 21 days of the claim having been assessed as having ***reasonable prospects*** - if the ***Insured*** does not pay this amount cover could be withdrawn
If the ***Insured*** is using their own law firm this will be within 21 days of their appointment following confirmation the claim has ***reasonable prospects***

(3) if the dispute relates to money owed to the ***Insured*** a claim under this section is made within 90 days of the money becoming due and payable

(4) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (including VAT)

Exclusions

(i) Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any dispute arising from an agreement entered into prior to the start of this section if the ***date of occurrence*** is within the first 90 days of the cover provided by this section

(ii) Any claim relating to the following
  (a) A dispute over the settlement amount payable under an insurance policy (***we*** will cover a dispute if the ***Insured's*** insurer refused the ***Insured's*** claim but not for a dispute over the amount)
  (b) The
    – sale
    – purchase
    – terms of a lease
    – licence
    – tenancy

    of land or buildings other than a dispute with a professional 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) ***ARAG*** 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) Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section
(ii) Any claim relating to the following
  (a) The settlement payable under an insurance policy
  (b) The
    – sale
    – purchase
    – terms of a lease
    – licence
    – tenancy

    of land or buildings
  (c) A loan mortgage pension guarantee or any other financial product and choses in action
  (d) A motor vehicle owned by hired by or leased to the ***Insured*** other than agreements relating to the sale of motor vehicles where the ***Insured*** is engaged in the business of selling motor vehicles
(iii) A dispute which arises out of the supply hire sale or provision of computer hardware software systems or services
(iv) The recovery of money and interest due from another party where the other party intimates that a defence exists
(v) Any dispute which arises from debts the ***Insured*** has purchased from a third party

6 Property protection and personal injury

(a) Property protection

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

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

Exclusions

Any claim relating to the following

(i) A contract entered into by the ***Insured***
(ii) Goods in transit or goods lent or hired out
(iii) Goods at premises other than those occupied by the ***Insured*** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the ***Insured***
(iv) Mining subsidence
(v) Defending the ***Insured's*** legal rights other than in defending a counter-claim

(vi) A motor vehicle owned by or used by or hired by or leased to an ***insured person*** (other than damage to motor vehicles where the ***Insured*** is engaged in the business of selling motor vehicles)
(vii) The enforcement of a covenant by or against the ***Insured***

(b) Personal injury

At the ***Insured's*** request ***we*** will pay ***costs and expenses*** for an ***insured person's*** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them

Exclusions
Any claim relating to the following
(i) Any illness or bodily injury that develops gradually
(ii) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
(iii) Defending an ***insured person's*** and their family members' legal rights other than in defending a counter-claim
(iv) Clinical negligence

7 Tax protection

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

(a) a ***tax enquiry***
(b) a ***Charity Commission enquiry***
(c) an ***employer compliance dispute***
(d) a ***VAT dispute***

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

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

Conditions

1 (a) On receiving a claim if representation is necessary ***ARAG*** 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***
ARAG 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 ARAG*** 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 ***ARAG 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 ***ARAG*** at all times and must keep ***ARAG*** up to date with the progress of the claim

2 An ***insured person*** must

(a) co-operate fully with ***ARAG*** and the ***appointed representative***

(b) give the ***appointed representative*** any instructions that ***ARAG*** ask them to

3 (a) An ***insured person*** must tell ***ARAG*** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from ***ARAG***

(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 ***ARAG*** to take over and pursue or settle a claim in their name
An ***insured person*** must allow ***ARAG*** to pursue at ***our*** expense and for ***our*** benefit any claim for compensation against any other person and an ***insured person*** must give ***ARAG*** all the information and help ***ARAG*** need to do so

4 (a) An ***insured person*** must instruct the ***appointed representative*** to have ***costs and expenses*** taxed assessed or audited if ***ARAG*** 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 ***ARAG*** agree to appoint another ***appointed representative***

6 If an ***insured person*** settles a claim or withdraws their claim without ***ARAG'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 ***ARAG*** may require the ***Insured*** to get at the ***Insured's*** own expense an opinion from an expert that ***ARAG*** consider appropriate on the merits of the claim or proceedings or on a legal principle
The expert must be approved in advance by ***ARAG*** and the cost agreed in writing between the ***Insured*** and ***ARAG***
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 ***ARAG*** have agreed to) or make a successful defence

8 If there is a disagreement between the ***Insured*** and ***ARAG*** about the handling of a claim and it is not resolved through ***ARAG's*** internal complaints procedure the ***Insured*** can contact the Financial Ombudsman Service for help
This is a free arbitration service for eligible consumers small businesses charities and trusts (details available from www.financial-ombudsman.org.uk)
If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available

The arbitrator will be a barrister solicitor or other suitably qualified person chosen jointly by the ***Insured*** and ***ARAG***

If there is a disagreement over the choice of arbitrator ***ARAG*** will ask the Chartered Institute of Arbitrators to decide

The arbitrator will decide who will pay the costs of the arbitration

For example costs may be split between the ***Insured*** and ***ARAG*** or may be paid by either the ***Insured*** or ***ARAG***

9 An ***insured person*** must
   (a) keep to the terms and conditions of this section of the policy
   (b) take reasonable steps to avoid and prevent claims
   (c) take reasonable steps to avoid incurring unnecessary costs
   (d) send everything ***ARAG*** ask for in writing
   (e) give ***ARAG*** full and factual details of any claim and give ***ARAG*** any information they need and
   (f) report any claim to ***ARAG*** within 180 days of the date the ***insured person*** should have known about the ***insured event***

10 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 ***ARAG***

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) – 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 ***ARAG*** not otherwise dealt with under Condition 8 of this section

7 Any claim relating to a shareholding or partnership share in the ***Insured's*** business

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 ***ARAG*** or the ***appointed representative*** have not agreed to or where the ***insured person*** does anything that hinders ***ARAG*** 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

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

15 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

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

16 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 insured*** used by ***you*** at the ***premises*** for the purpose of the ***business***

Computer systems

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

Data

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

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or ***computer systems***

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other ***computer systems***

Event

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

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

Hacking

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

Losses

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

Nuclear installation

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

1. the production or use of atomic energy
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
3. the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Nuclear reactor

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

Phishing

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

Property

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is
   - **a.** a private dwelling house or
   - **b.** self-contained unit insured as part of a block of units i.e. a block of flats

   unless such property
   - **i.** is not insured in the name of a private individual
   - **ii.** is insured in the name of a ***sole trader*** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
   - **iii.** is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by ***us***) of the whole of such building
2. property including fine art collections which are the subject of
   - **a.** a trust of any kind or
   - **b.** an executorship of a will

   and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will
3. any ***nuclear installation*** or ***nuclear reactor*** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such ***nuclear installation*** or ***nuclear reactor***

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

Property insured

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

Sole trader

means

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

Territorial limits

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

Virus or similar mechanism

means program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs ***computer systems data*** or operations whether involving self-replication or not

This includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

Cover

We will pay ***you*** for

1. damage to or the destruction of ***property***

2. ***business interruption*** or book debts

3. loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of ***property***

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

Provided always that the insurance by this section is

1. not subject to
- **a.** any of the General exclusions of this policy
- **b.** any long term agreement or undertaking which may otherwise apply
- **c.** any terms in this policy which provide for adjustments of premium

2. subject
- **a.** otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
- **b.** to a maximum period of insurance of 12 months from the inception or renewal date of this policy
  Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that
  - **i.** no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
  - **ii.** the renewal premium due in respect of this section has been received by ***us***

Basis of settlement

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

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

1. the total sum insured or

2. for each item its individual sum insured or

3. any other limit of liability

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

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

Exclusions

We will not be liable for any losses whatsoever

1. occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

2. arising under
- **a.** marine aviation and transit policies
- **b.** motor insurance policies
- **c.** bankers blanket bond

3. directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
- **a.** damage to or the destruction of any ***computer system*** or
- **b.** any alteration modification distortion erasure or corruption of ***data***

whether ***your*** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from ***virus or similar mechanism*** or ***hacking*** or ***phishing*** or ***denial of service attack***

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property insured

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

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

Specific events

means fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any ***computer system***

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

1. result directly (or solely as regards **3. c.** below indirectly) from ***specific events*** and

2. are not proximately caused by an ***act of terrorism*** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and

3. comprises
- **a.** the cost of reinstatement replacement or repair in respect of damage to or destruction of ***property insured*** or
- **b.** the amount of ***business interruption*** or book debts suffered directly by ***you*** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of ***property insured*** or as a direct result of denial prevention or hindrance of access to or use of the ***property insured*** by reason of an ***act of terrorism*** causing damage to or destruction of other ***property*** within one mile of the ***property insured*** to which access is affected or
- **c.** the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of ***property*** and any additional costs or charges reasonably and necessarily paid by ***you*** to avoid or diminish such loss

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

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

Condition

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

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

Notes

Notes

This contract is underwritten by:
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 or in audio format please call us on **0345 777 3322**.

You can also tell us if you would like to always receive literature in another format.

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