



CHARITY  
COMBINED

**Policy Wording**

## Thank you for choosing Q Underwriting

Created 'by the sector, for the sector', this Charity Combined product is available as a package or a bespoke policy. It is issued by Q Underwriting's Charity and Faith underwriting team, which has extensive knowledge and experience of the sector, on behalf of leading insurers.

Please read the Policy to ensure it meets your needs. Also, your Schedule confirms specific details of cover both in terms of operative clauses and any endorsements which may apply. Together with the information your agent has provided (including statements of fact) they form a legal contract between us and you and they must be read together.

We will always endeavour to provide you with the best service we can. However, if for any reason you become dissatisfied please refer to our Complaints Procedure.

## Risk Management Requirements and Policy Restrictions

Risk Management is a partnership between you, your advisors and the Insurers.

This Policy contains various restrictions, warranties, and conditions, some of which are precedent to the liability of Insurers, intended to either clarify the intent of cover or encourage good risk management practice. You should try wherever possible to document your procedures, processes and risk management practices.

Elements of cover under this Policy are on a 'Claims Made' basis. You should satisfy yourself that you understand the meaning of this, and also the importance of any applicable Retroactive Date.

If you have any questions or concerns, please raise these with your advisors.

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# Charity Combined | Policy Document

## About Your Policy

This Policy has been prepared in accordance with your instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its limits, terms, conditions and exclusions. You should contact your Insurance advisors immediately if any correction is necessary.

This Policy consists of:

- the **General Insuring Clause** which explains the basis on which cover is provided;
- the **General Definitions**, which are set out at the front of this Policy, define particular words and expressions applying to the whole of this Policy. Words in *italics* are defined terms other than under **Section 19 Property Damage Loss Recovery**, where words in **bold** are defined terms. The meaning of certain words may differ when use in some specific Sections of the Policy. These **Special Definitions** replace the **General Definitions** in respect of that Section of the Policy;
- the **Sections** of the Policy which give precise details of the cover being provided;
- the **General Conditions** and **General Exclusions** of cover applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- the **Schedule**, which states who is the insured organisation/s, the business activities being covered and other particulars, such as the Period of Insurance and details of which Sections of the Policy are operative. It also shows such details as the addresses of the properties being insured, limits of liability, and matters and amounts for which you are responsible; and any **Endorsements** which might apply to the Policy or individual Sections. These may incorporate extensions, limitations, and amendments. **The Schedule is provided by separate attachment to this Policy wording.**

Alterations in the cover required after issue of the Policy will be confirmed by separate Schedule(s) and/or Endorsement(s) which you should file with the Policy. You should refer to these Schedule(s) and/or Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

This Policy is issued in accordance with the authorisation granted to Q Underwriting by Insurers (as stated in the Schedule), and is only valid when accompanied by a completed Schedule signed by an Authorised Signatory.

## Important Notice

You must tell us about any material circumstances which affect your insurance and which have occurred either since the Policy started or since the last renewal date.

A circumstance is material if it would influence our judgement in determining whether to provide the cover and, if so, on what terms. If you fail to tell us it could affect the extent of cover provided under the Policy.

You should keep a written record (including copies of letters) of any information you give to us or your insurance adviser when you renew this Policy.

## Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in us automatically being discharged from any liability, then such a breach shall result in any liability we might have under this Policy being suspended.

Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that we will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

## Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this Policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then we agree that we may not rely on the non-compliance to exclude, limit or discharge our liability under this Policy if you show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## General Insuring Clause

This Policy, the *Proposal*, the *Schedule* (including any *Schedule* issued in addition or substitution) and any Endorsements or Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The *Insured* named in the *Schedule*:

- 1 having made to the *Insurers* a *Proposal* and/or having provided to the *Insurers* information, the representations, declarations and information contained therein form part of the contract of this Insurance; and
- 2 having paid or agreed to pay the *Premium*;

the *Insurers* hereby bound shall by payment, or at their option by reinstatement or repair, indemnify the *Insured* to the extent hereafter described in respect of loss, destruction or damage, accident or *Injury* occurring during the *Period of Insurance* subject to the limits, terms, conditions and exclusions contained herein or endorsed hereon.

*Insurer: Aviva Insurance Limited. Registered in Scotland No.2116. Registered Office: Pitheavlis, Perth, PH2 0NH*

# General Definitions

These Definitions are applicable to the whole Policy wherever the words appear in *italics* starting with a capital letter, or where specifically stated, to a particular Section of the Policy and wherever the words appear in *italics* starting with a capital letter in that Section, or under Section 19 Property Damage Loss Recovery, where words in **bold** are defined terms

These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

In accordance with General Condition 13, words importing the singular include the plural and vice versa.

## A

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### Abuse

means *Injury* as a result of:

- 1 physical or psychological abuse;
- 2 the intentional inappropriate administration or non-administration of any drug medicine or substance;
- 3 repeated or continuing threatening abusive or insulting words or behaviour;
- 4 conduct of a sexual nature including sexual molestation, gratification, coercion, harassment, or pressure of any kind.

### Accident

means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and location during the *Period of Insurance*.

### Accidental Bodily Injury

means *Injury* caused by *Accident* and/or violent means or *Injury* resulting from *Exposure* occurring within 12 months from the date of such *Accident* or *Exposure*.

### 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 HM Government in the United Kingdom or any other government de jure or de facto.

### Additional Insured

means:

- 1 the personal representatives of the *Insured*;
- 2 any principal for whom the *Insured* is carrying out a contract in connection with the *Business* but only to the extent required by contract conditions;
- 3 any *Person Employed*;
- 4 the owners of plant or *Temporary Structures* or other property hired in by the *Insured* but only to the extent required by the hiring conditions;
- 5 any *Person Employed* in respect of private work undertaken for any *Trustee*, *Director* or *Officer* (or *Person Employed* with the prior consent of the *Insured*);
- 6 the officers, committees and members of the *Insured's* canteen, social, sports and welfare organisations and first aid, fire, medical and security services in their respective capacities as such;

in respect of legal liability against which the *Insured* would have been entitled to indemnity under this Policy if the claim had been made against the *Insured*, and each Additional Insured shall, as though they were the *Insured*, be subject to the limits, terms, conditions and exclusions contained in this Policy so far as they can apply.

### Advertising Injury

means:

- 1 oral, broadcast or written publication of material that slanders or libels a person;
  - 2 oral, broadcast or written publication of material that violates an individual's right of privacy;
  - 3 misappropriation of advertising ideas;
  - 4 infringement of copyrighted advertising materials, titles or slogans;
- in the course of advertising the *Insured's Business* and *Product(s)*.

### Annual Rent Receivable

means *Rent Receivable* during the 12 (twelve) months immediately before the date of the *Incident*.

Annual Rent Receivable and *Standard Rent Receivable* are subject to such adjustments as may be necessary to provide for the trend of the *Business* and for variations in or other circumstances affecting the *Business*, either before or after the date of the *Incident* or which would have affected the *Business* had the *Incident* not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the *Incident* would have been obtained during the relative period after the date of the *Incident*.

### Annual Salary

means the total gross basic annual salary excluding payments for overtime, commission or bonus payable by the *Insured* to the *Insured Person* at the date accidental bodily injury is sustained. For a weekly paid *Insured Person* the Annual Salary will be calculated by taking the average gross basic weekly salary of the *Insured Person* for the 13 (thirteen) weeks prior to sustaining accidental bodily injury and multiplying this amount by 52 (fifty-two).

### Annual Turnover

means the *Turnover* during the 12 (twelve) months immediately before the date of the *Incident*.

*Rate of Gross Profit*, *Standard Turnover* and Annual Turnover are subject to such adjustments as may be necessary to provide for the trend of the *Business* and for variations in or other circumstances affecting the *Business*, either before or after the date of the *Incident* or which would have affected the *Business* had the *Incident* not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the *Incident* would have been obtained during the relative period after the date of the *Incident*.

### Appointed Representative

means a solicitor, barrister or other appropriately qualified person appointed to act in the name of and on behalf of the *Insured* in accordance with the terms, conditions, limitations, provisos and exclusions of this Policy.

### Assault

means actual or attempted physical assault, robbery or hold-up.

### Auditor's Fees

means necessary and reasonable fees payable by the *Insured* to its auditors or professional accountants for producing such particulars or details contained in the *Insured's* books of account or other business documents, or such other proofs, information or evidence as may be required by the *Insurer*.

## B

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### Benefit Period

means the total period, after the expiry of any *Excess Period* stated in the *Schedule*, for which the *Insurer* will pay benefits for *Temporary Total Disablement* and/or *Temporary Partial Disablement* in respect of any one *Accident* to any *Insured Person*.

### Benefit Scheme

means any:

- 1 pension scheme, superannuation, programme or plan;
  - 2 profit sharing, share option or share purchase scheme;
  - 3 health and welfare scheme or other benefit plan;
- established or managed for the benefit of any employee of the *Insured* and their families and dependants.

### **Bodily Injury**

means identifiable physical injury which is caused by an *Accident*, and solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary by, such Bodily Injury, results in the death or disablement of the *Insured Person* as provided for under this insurance within 24 (twenty-four) calendar months of the date of such *Accident*. Bodily Injury shall also include exposure resulting from a mishap to a conveyance in which the *Insured Person* is travelling; the date of such mishap shall be deemed to be the date of the *Accident* causing such Bodily Injury.

### **Breach of Duty**

means:

- 1 any actual or alleged act, error or omission resulting in a civil liability committed or alleged to have been committed by the *Insured* or *Person Employed* directly or vicariously;
- 2 any actual or alleged act, error or omission resulting in a civil liability committed or alleged to have been committed by any *Person Employed* directly or vicariously in the discharge of their duties for and on behalf of another entity where and to the extent that such *Person Employed* is discharging such duties at the request or direction of the *Insured*;

in the performance of, or failure to perform professional or consulting or advisory or counselling or design services, whether or not a fee is charged or received in respect of such services, and irrespective of whether such services are provided by electronic media.

"Any actual or alleged act error or omission resulting in a civil liability" includes, but is not limited to, a civil liability arising out of any:

- a unintentional breach of confidentiality on the part of the *Insured* or *Person Employed*;
- b allegation of infringement of copyright, patent or registered design committed in good faith by the *Insured* or *Person Employed*;
- c defamation, libel or slander committed without intentional malice by the *Insured* or *Person Employed*; or
- d dishonest or fraudulent act or omission on the part of any *Employee*.

### **Breakage**

means accidental fracture extending through the entire thickness of the *Glass* or *Sanitary Fittings*.

### **Breakdown**

means:

- 1 the actual breaking, failure, distortion or burning out of any part of the *Covered Equipment* whilst in ordinary use arising from defects in the *Covered Equipment* causing its sudden stoppage and necessitating repair or replacement before it can resume work;
- 2 fracturing of any part of the *Covered Equipment* by frost when such fracture renders the *Covered Equipment* inoperative; or
- 3 the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

### **Building(s)**

means:

- 1 the Building(s) situated at the *Premises* being constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos unless otherwise agreed by the *Insurer*; and
- 2 landlord's fixtures and fittings in or on the said Building(s); which are the property of or leased to the *Insured*.

Unless more specifically insured, *Building(s)* also includes:

- a annexes and *Outbuildings*;
  - b tenants' improvements;
  - c conveyors, trunks, lines, wires, service pipes and similar property on the *Premises* and extending to the public mains;
  - d walls, gates and fences;
  - e car parks, yards, roadways and similar surfaces at the *Premises*;
  - f fixed outdoor play equipment; or
- which are the property of the *Insured* or for which the *Insured* is legally responsible, and the *Sum Insured* in respect of Building(s)

shall include provision for such except where more specifically insured.

*Building(s)* does not include:

- 1 *Temporary Structures*;
- 2 Property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure except as provided under **Section 1 Extension 47 Contract Works**

unless more specifically mentioned in the *Schedule*

### **Business**

means the business of the *Insured* as stated in the *Schedule* and *Business Activities*.

### **Business Activities**

means activity undertaken by any *Person Employed* with the *Insured's* knowledge or under the *Insured's* control (including home working), as part of the *Insured's Business*, involving:

- 1 providing services to *Service Users* and to the general public as part of the *Insured's Business*, including *Personal Assistance*;
- 2 organising, arranging, hosting or supplying:
  - a *Business Events* with up to 1,000 (one thousand) attendees at any one time and including the erection, maintenance and dismantling of *Temporary Structures*;
  - b *Trips and Excursions*;
  - c *Fundraising*.
- 3 attending or participating in:
  - a *Business Events*;
  - b *Trips and Excursions*;
  - c *Fundraising*.

### **Business Equipment**

means any property which is owned hired or borrowed by the *Insured* and/or *Insured Person* other than business samples and used in the conduct of the *Business*.

### **Business Events**

means activity involving:

- 1 conferences, seminars, meetings, and exhibitions;
- 2 stalls, fetes, trade fairs, special interest fairs and shows, car boot jumble and other sales, fundraising, educational and social events including but not limited to dinners, dances, garden parties, themed parties, barbecues and coffee mornings, fun days, education and training, exercise classes not involving contact sports, card and board games, auctions and raffles, concerts when limited to ticketholders and providing audience seating, amateur dramatic and music shows, film shows, quiz evenings, and treasure hunts not involving the use of motorised vehicle, cycling, running, gardening, rambling and walking;
- 3 projects in connection with the *Business* provided they do not involve manual activity other than *Light Manual* activity; or
- 4 clubs, societies and other organised groups involving any of the above.

### **Business Hours**

means any period during which the *Premises* are open for *Business* and attended by the *Insured* or any authorised *Insured Person*.

## **C**

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### **Care and Treatment**

means

- 1 the provision of professional first aid services, but not including emergency first aid;
- 2 prescription drugs or medicines supplied and/or administered in full accordance with the written instructions of a nurse prescriber or medical or dental practitioner;
- 3 drugs or medicines of proprietary manufacture supplied and/or administered in full accordance with the manufacturer's written instructions or those of a nurse prescriber or medical or dental practitioner;
- 4 care, aid, assistance, advice or supervision either associated with or arising from any medical treatment and which is carried out in full accordance with the instructions of a nurse prescriber or medical or dental practitioner; or

- 5 Personal care and support services provided by the *Insured* in connection with the *Business* including bathing and personal hygiene, dressing, hair, nail, skin and beauty care, bandaging, and the like;
- 6 any activity involving:
  - a acupuncture,
  - b aromatherapy,
  - c facials and massage,
  - d Indian head massage,
  - e manicure or pedicure,
  - f reflexology,
  - g sauna, or
  - h depilatory services, performed solely by a *Person Employed* who holds the requisite Special Treatments Licence;
- 7 the use of apparatus or equipment, other than for the provision of medical treatment, unless such use is in full accordance with the manufacturer's written instructions or those of a nurse prescriber or medical or dental practitioner.

#### Circumstance

means any circumstance of which the *Insured* first becomes aware during the *Period of Insurance* which is likely to give rise to a *Claim*, or the *Insured* first suspects that they have suffered *Criminal Loss*, and is subject to the indemnity provided under this Policy.

#### Claim

means any:

- 1 judicial or administrative proceeding initiated against the *Insured*, or any *Trustee, Director or Officer* in their capacity as such, for damages or other relief;
- 2 investigation which may give rise to *Investigation Costs*.

#### Client Assets

means:

- 1 *Money*;
  - 2 credit or debit balances held at a bank or financial institution;
  - 3 *Securities*; or
  - 4 other tangible goods or property;
- belonging to any *Service User* but for which the *Insured* are legally responsible.

#### 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 steam or other fluid pressure, other than pressure of chemical action or ignited flue gases or ignition of the contents.

#### Computer Equipment

means *Hardware*, including any *Data Media* peripheral or ancillary equipment.

#### Computer System

means any *Hardware, Software, Data Media* and *Data*.

#### Consequential Loss

means loss resulting from interruption of or interference with the *Business* carried on by the *Insured* at the *Premises* in consequence of accidental loss of or destruction of, or damage to *Property Insured* used by the *Insured* at the *Premises*, and in respect of the items of *Property Insured* under **Section 3 Specified Business Equipment All Risks** whilst within the *Territorial Limits*, as stated in the *Schedule* for the purpose of the *Business*.

#### Consultants' Costs

means fees and expenses of the *Insurer's Security Consultants* reasonably and necessarily incurred in response to a *Kidnap* including but not limited to *Ransom Monies*.

#### Contents

means machinery, plant, equipment, *Hardware*, furniture, fixtures, fittings, alterations and decorations and all other contents, the property of the *Insured* or held by them in trust for which the *Insured* is legally responsible and is contained within the *Premises*, but not including:

- 1 *Building(s)*;
- 2 *Stock in Trade*;
- 3 *Money*; or
- 4 motor vehicles and their accessories.

#### Corporate Wrongful Act

means any actual or alleged negligent act, error or omission actually or allegedly committed or attempted by the *Insured* and arising from the *Business* within the *Geographical Limits*

#### Costs and Expenses

means:

- 1 all reasonable and necessary costs chargeable by the *Appointed Representative* and agreed by us in accordance with the *DAS Standard Terms of Appointment*; and
- 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 our agreement.

#### Costs, Charges and Expenses

means any costs, fees and expenses incurred by or on behalf of any *Insured* or any *Person Employed* with the prior written consent of the *Insurer*, in defence of a *Claim*; but excluding salaries, wages and other expenses of the *Insured*, or *Person Employed*.

#### Countries covered

- 1 For insured incidents **Legal defence** (excluding **5 Statutory notice** appeals), and **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.
- 2 For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

#### Country of Residence

means the country in which the *Insured Person* has their permanent home or in which they ordinarily reside.

#### Covered Equipment

means *Property Insured* which is built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy.

#### Covered Loss

All losses arising under **Section 1 Property Damage All Risks**, **Section 2 Business Interruption All Risks**, or **Section 3 Specified Business Equipment All Risks** as a result of damage to or the destruction of *Property* in the *Territory*, the proximate cause of which is an *Act of Terrorism*.

#### Crime

means any criminal or dishonest act committed or alleged to have been committed by any *Employee* acting with the intent of making an improper personal financial gain by causing a *Criminal Loss* to the *Insured*.

#### Criminal Loss

means the theft, damage, destruction or loss of any:

- 1 *Money*,
  - 2 *Funds*,
  - 3 *Securities*, or
  - 4 other tangible goods or property
- belonging to the *Insured* as a direct result of an act of *Crime*.

#### Customer/s

means a *Service User* and any other user or purchaser of products, services or funding from the *Insured* in the course of the *Business*.

### Cyber Breach

means any *Hacking, Denial of Service Attack, Cyber Ransom, or Phishing*.

### Cyber Ransom

means any extortion, blackmail or ransom payments or demands made by any party other than any *Insured* or *Insured Person* or made in collusion with any *Insured* or *Insured Person*, with threats to:

- 1 cause damage to or disrupt the *Insured's Computer System* by the introduction of a *Virus or similar mechanism*, or to initiate an attack by way of *Hacking or Denial of Service Attack* against you;
- 2 undertake the input, deletion, alteration or modification of *Data* or *Software* contained on the *Insured's Computer System* where this may cause commercial or financial harm, or damage to reputation; or
- 3 publish or disseminate any confidential *Data* where this may cause the *Insured* commercial or financial harm or damage to reputation;

unless such demands or payments are met.

## D

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### Damage

means accidental physical loss of, destruction of or damage to the *Property Insured*.

### Damage to Property

means physical loss of, destruction of, or damage to material property.

### DAS Standard Terms of Appointment

means the terms and conditions, including the amount *Insurers* will pay to an *Appointed Representative*, that apply to the relevant type of claim, which could include a conditional fee agreement.

### Data

means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and including such information representing a particular transaction or inter-related data which describes an event, person or other entity.

### Data Media

means data carrying materials of all types (other than paper records), both current and back-up, incorporating any stored *Software* and/or *Data* that is the property of the *Insured* or is leased, hired, rented or licensed to the *Insured*.

### Date of Occurrence

means:

- 1 For all civil claims (other than under **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 the *Insured* or an *Insured Person* first became aware of it)
- 2 For criminal cases when the *Insured Person* first broke or is alleged to have first broken the criminal law in question
- 3 For **Statutory Licence Appeal**, when the *Insured* first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the *Insured's* licence, mandatory registration or British Standard Certificate of Registration.
- 4 For **Tax Protection**:
  - a **Tax Enquiry**, the date when HM Revenue & Customs, or the relevant authority, first notifies the *Insured* of its intention to carry out an enquiry.
  - b **VAT Dispute or Employer Compliance Dispute**, the date the relevant authority sends an assessment or written decision to the *Insured*.

### Debris Removal

means costs and expenses necessarily and reasonably incurred by the *Insured* with the prior consent of the *Insurer* to:

- 1 remove debris from;
  - 2 dismantle and/or demolish; or
  - 3 shore-up or prop-up;
- the portion or portions of the *Property Insured* following *Damage*. The *Insurer* will not pay for any costs or expenses:
- 1 incurred in removing debris except from the site of the *Property Insured* and the area immediately adjacent to such site; or
  - 2 arising from *Pollution or Contamination* of property not insured by this Policy.

### Defined Peril

means fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, earthquake, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, storm or flood, escape of water from any tank, apparatus or pipe, falling trees, impact, escape of fuel from any fixed oil heating installation, malicious persons other than thieves, only where involving entry into or exit from the *Premises* by forcible and violent means, theft or attempted theft, theft or attempted theft but only where involving entry into or exit from the *Premises* by forcible and violent means, theft involving violence or threat of violence to the *Insured* or any *Person Employed*.

### 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*.

### Derangement

means electrical or mechanical malfunction of the machinery arising from a cause internal to the *Covered Equipment* unaccompanied by visible damage to or breaking out of any parts of the equipment.

### Discovered / Discovery

means when any *Trustee, Director or Officer* of the *Insured* first learns that an act of *Crime* has been committed, or any act, event or matter which would cause a reasonable person to believe that an act of *Crime* has been committed.

### Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank notes, currency notes, letters of credit and negotiable instruments).

## E

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### Employee

means any:

- 1 person under a Contract of Service or apprenticeship with the *Insured*;
  - 2 person supplied to the *Insured* under a contract or agreement, the terms of which deem such a person to be in the employment of the *Insured*; or
  - 3 voluntary worker or temporary worker.
- or as otherwise stated in the *Schedule*.

### Employer Compliance Dispute

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.



### Employment Wrongful Act

means any actual or alleged breach of any contract of employment, employment related discrimination, or breach of employment legislation by the *Insured*, or any *Trustee, Director or Officer* in the discharge of their duties, or by any *Employee* acting under the authorisation of any *Trustee, Director or Officer*.

### Evacuate/Evacuation

means the necessary emergency evacuation of an *Insured Person* from a country or region in which they are travelling excluding their *Country of Residence* following recommendations or instructions from the British government or the government of the *Insured Person(s) Country of Residence* (if different), any legally empowered regulatory governmental or local authority in the country or region in which the *Insured Person* is travelling, or the *Insurer's Security Consultants*.

### Evacuation Expenses

means necessary and reasonable additional travel and accommodation expenses incurred by the *Insured* or the *Insured Person* in evacuating the *Insured Person* to their *Country of Residence* or nearest place of safety.

### Event

means any occurrence, including the continuous or repeated injurious exposure to substantially the same general conditions, which results in accidental *Injury* or *Damage to Property* or *Nuisance*. All Events or series of Events consequent upon or attributable to one source or original cause shall be regarded as a single Event for the purposes of this Policy.

### Excess

means the amounts as stated either in this Policy wording or in the *Schedule*, as applicable, that are to be deducted from any loss and which amounts shall be borne by the *Insured*.

### Excess Period

means the number of calendar days at the commencement of each and every period of *Temporary Total Disablement* and/or *Temporary Partial Disablement* for which benefit is not payable.

### 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.

### Exposure

means death and/or injury to an *Insured Person* as a direct result of exposure to the elements shall be deemed to have been caused by *Accidental Bodily Injury*.

## F

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### Fundraising

means:

- 1 advertising, canvassing or petitioning for funds, donations, goods, supplies or equipment by any *Person Employed* in connection with the *Insured's Business*;
- 2 the raising of funds through *Business Events, Trips and Excursions* by the *Insured* or by any *Person Employed*; and
- 3 the raising of funds by any other third party acting independently of the *Insured* organising, arranging or hosting, or attending, or participating in *Business Events, Trips and Excursions* with the *Insured's* prior knowledge and written consent provided that:
  - a such raising of funds is exclusively for the benefit of the *Insured*;
  - b in respect of any *Business Event, Trips and Excursions* organised, arranged or hosted by such third party the *Insured* has undertaken, or required to be undertaken, and has approved, a satisfactory risk assessment; and
  - c in respect of any *Business Event, Trips and Excursions* organised, arranged or hosted by any constituted organisation, the *Insured* has required such organisation to have Public Liability and Products Liability insurance in full

force and effect throughout the *Business Event, or Trip and Excursion* in respect of their liability for *Injury and Damage to Property*, and such insurance has a Limit of Indemnity of £5,000,000 or the limit purchased by the *Insured* as detailed in **Sections 10 Public Liability** and **Section 11 Products Liability** of the *Schedule* whichever is the lesser, for any one occurrence or series of occurrences arising out of one original cause and in the aggregate where applicable.

### Funds

means credit or debit balances in the name of the *Insured* held at a bank or financial institution.

## G

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### Geographical Limits

means anywhere in the world excluding the United States of America.

### Glass

means:

- 1 fixed glass and mirrors in or at the *Premises*;
- 2 fixed window alarm foil, ornamental glass, lettering and silvering; and
- 3 fixed external signs including neon signs, being the property of the *Insured* or for which the *Insured* is responsible.

### Gross Profit

means the amount by which the sum of the amount of the *Turnover* less discounts allowed and the amount of the closing stock, finished goods, raw materials and work in progress, shall exceed the sum of the amount of the opening stock, finished goods, raw materials and work in progress and the amount of *Uninsured Working Expenses*. The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the *Insured's* normal accountancy methods, due provision being made for depreciation.

## H

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### Hacking

means unauthorised access to any computer or other equipment or component or *Computer System* or item which processes, stores or retrieves data, whether or not the property of the *Insured*.

### Hardware

means the physical equipment or units that make up the *Computer Equipment* including any solely used for the specific purpose of creating a suitable operating environment for *Computer Equipment* including air conditioning equipment, generating equipment, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat and smoke detection equipment and computer room partitioning, and any equipment, which having more than one function, can be used as such.

### Hijack

means the unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which the *Insured Person* is travelling.

### Hirer Activities

means activities not exceeding 500 (five hundred) attendees at any one time consisting of:

- 1 conferences, seminars, meetings, and exhibitions;
  - 2 stalls, fetes, trade fairs, special interest fairs and shows, car boot jumble and other sales, fundraising, educational and social events including but not limited to dinners, dances, garden parties, themed parties, barbecues and coffee mornings, fun days, education and training, exercise classes not involving contact sports, card and board games, auctions and raffles, concerts when limited to ticketholders and providing audience seating, amateur dramatic and music shows, film shows, quiz evenings; or
  - 3 clubs, societies and other organised groups involving any of the above;
- and not involving:

- a competitive physical activity or contact sport;
- b rides on or using animals;
- c rides on or using mechanical or electrical equipment;
- d the use of gymnastic equipment;
- e the use of inflatable play equipment;
- f the use of guns or other weapons or missiles;
- g the use of pyrotechnics;
- h persons under the age of 14 (fourteen) years under the direct supervision or control of the hirer;
- i the hire of the *Premises* by commercial organisations, professional entertainers or political organisations unless undertaking activities for the direct benefit of the *Insured* or its *Service Users*; or
- j the erection, maintenance or dismantling of marquees, stages or tiered seating, other than *Temporary Structures*;
- k manual work other than of a *Light Manual* nature unless such activities are specifically declared to and agreed by *Insurer* in writing prior to such activity occurring and the *Insured* has agreed in writing to any terms, conditions and/or additional premium imposed.

### Hospital

means any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a *Qualified Medical Practitioner* continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

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## I

### Illness

means any disease, medical complaint or medical condition which is not *Accidental Bodily Injury*.

### Incident

means loss or destruction of or damage to property used by the *Insured* at the *Premises*, and in respect of the items of *Property Insured* under Section 3 Specified Business Equipment All Risks whilst within the *Territorial Limits* as stated in the *Schedule* for the purpose of the *Business*.

### Indemnity Period

means the period beginning with the occurrence of the *Incident* and ending not later than the end of the *Maximum Indemnity Period* thereafter during which the results of the *Business* shall be affected in consequence of the *Incident*.

### Individual

means any person other than:

- 1 a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
- 2 a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- 3 a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
  - a occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
  - b located in premises owned by any such person, and the commercially occupied proportion of the property does not exceed 20%
- 4 an individual insuring property that is of sole commercial use
- 5 an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of the *Insured* includes the name of a bank, building society

or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

### Injury

means bodily injury, death, disease (or sickness), illness, nervous shock or mental injury.

### Insured

means the *Insured* as stated in the *Schedule*.

### Insured Goods

means goods incidental to the *Business* which are the property of the *Insured* or held by the *Insured* in trust for which the *Insured* is legally responsible.

### Insured Journey

means any journey not exceeding six months in duration (unless otherwise agreed by the *Insurer*) which the *Insured* have authorised in connection with the *Business* which begins during the *Period of Insurance*, and commences from the time the *Insured Person* leaves their home, or if later their place of business, continuing during the entire period of the journey and terminating at the time of return to their home, or if earlier their place of business. If the *Insured Journey* is solely within the *United Kingdom* or the *Insured Person(s) Country of Residence* (if different) cover will only be operative only if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the *Insured Journey* shall be deemed to be included within the period of the *Insured Journey* provided that it is otherwise within the period set out above.

### Insured Person

means any:

- 1 *Trustee, Director or Officer*;
- 2 person under a Contract of Service or apprenticeship with the *Insured*;
- 3 person supplied to the *Insured* under a contract or agreement, the terms of which deem such a person to be in the employment of the *Insured*; or
- 4 voluntary worker or temporary worker; or as otherwise stated in the *Schedule*.

### Insurer/Insurers

means the *Insurer* or *Insurers* as stated in the *Schedule* each in respect of the Sections of this Policy.

### Intruder Alarm System

means an electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into *Protected Premises*.

### Investigation Costs

means any costs, fees and expenses incurred with the *Insurer's* prior consent, by the *Insured* or any *Trustee, Director or Officer* arising directly in relation to any inquiry, hearing or investigation commenced by an *Official Body* to investigate the *Insured* or a *Trustee, Director or Officer* in their capacity as such, arising from the *Business* within the *Geographical Limits*.

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## K

### Keyholder

means the *Insured* or any person or keyholding company authorised by the *Insured* who must be available at all times to accept notification of faults or alarm signals relating to the *Intruder Alarm System*, attend and allow access to the *Premises*.

### Kidnap

means the taking or carrying away of an *Insured Person* by a third party by force or fraud without the *Insured Person's* consent and without lawful excuse.

## L

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### Legal Costs

means:

- 1 costs of legal representation at:
  - a any coroner's inquest or fatal accident inquiry in respect of any death;
  - b proceedings in any court arising out of any alleged breach of statutory duty resulting in any *Event*;
- 2 all other legal costs and expenses in relation to any *Event*; which may form the subject of a claim for indemnity under [Section 9 Employers Liability](#), [Section 10 Public Liability](#) and [Section 11 Products Liability](#) of this Policy incurred with the written consent of the *Insurer*.

### Legal Proceedings

means legal action for the pursuit of a claim for damages.

### Licence

means the Licence or grant of approval issued to the *Insured* under the provisions of:

- 1 the Licensing Act 2003, or;
  - 2 the Marriage Act 1949 and the Civil Partnership Act 2004
- or the equivalent legislation in any other part of the *United Kingdom*, the Isle of Man or the Channel Islands, and any subsequent legislation governing such licence for the purpose of carrying on the *Business* at the *Premises*.

### Light Manual

means activity of a light manual nature but not involving:

- 1 work requiring any special permit or licence, such as work on electrical circuits or gas equipment;
  - 2 indoor work at height greater than 3 (three) metres above ground or floor level or to 8 (eight) metres using mobile platforms or scaffolding; outdoor work at height over the gutter line or in any event greater than 8 (eight) metres above ground or floor level; excavation below ground or floor level greater than 1 (one) metre;
  - 3 use of mechanical or electrical plant, tools or equipment other than light electrical handyman and gardening tools and electric or petrol-driven lawn mowers; or
  - 4 building, construction or environmental improvement work other than light landscaping, maintenance or decorating;
- unless such activities are specifically declared to and agreed by *Insurers* in writing prior to such activity occurring and the *Insured* has agreed in writing to any terms, conditions and/or additional premium imposed.

### Limit of Indemnity

means the limit of the *Insurer's* liability under this Policy which shall be in the amount set out in the *Schedule*.

### Loss

means damages or settlements entered into with the *Insurers'* prior written consent, and any *Legal Costs*, or *Costs*, *Charges and Expenses*.

### Loss of Hearing

means total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

### Loss of Limb

means in respect of:

- 1 an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); and/or
- 2 a leg – physical severance at or above the level of the ankle (talo-tibial joint); and/or
- 3 permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

### Loss of Sight

means the permanent and total loss of sight which will be considered as having occurred:

- 1 in both eyes if the *Insured Person's* name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
- 2 in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the *Insured Person* seeing at 3 (three) feet that which they should see at 60 (sixty) feet).

### Loss of Speech

means the total and permanent loss of speech.

## M

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### Manufacturing Production or Process Equipment

means any machine or apparatus which takes in, processes, forms, cuts, shapes, grinds or conveys raw materials, materials undergoing the process or the finished product, including any equipment forming a part of the dedicated power supply, driving or controlling mechanism for such machine or apparatus.

### Maximum Accumulation Limit

means the maximum amount the *Insurer* will pay per *Event* in total under this and any other policies issued by the *Insurer* to the *Insured*.

### Maximum Indemnity Period

means the number of months as stated in the *Schedule*.

### Medical Expenses

means the cost of medical, surgical or other remedial attention or treatment given or prescribed by a medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under Weekly Benefit Items 4 and 5.

### Medical Treatment

means any:

- 1
    - a form or type of medical, clinical or surgical advice, diagnosis, treatment, remedy or procedure; or
    - b production, dispensation, sale, supply, administration or prescription of drugs or medicines;by any professionally qualified nurse or medical or dental practitioner acting in their professional capacity;
  - 2 procedure requiring a Special Treatments Licence; or
  - 3 clinical trials or similar of any kind.
- other than *Care and Treatment*.

### Money

means money that is the property of the *Insured* or for which the *Insured* is legally responsible, including money belonging to *Service Users*, that is either:

- 1 negotiable instruments which must be current coinage, bank and currency notes, uncrossed cheques, girocheques, uncrossed postal and money orders, unexpired units in franking machines, unused postage stamps, revenue stamps, National Savings and National Insurance stamps or cards, business travel tickets, luncheon and customer redemption vouchers, trading stamps, holiday-with-pay stamps or cards, bills of exchange, promissory notes, securities for money, travellers' cheques, dividend warrants, gift tokens, sales vouchers, land registry stamps or telephone cards; or
- 2 non-negotiable instruments which must be any crossed instrument being a cheque, money or postal order, traveller's cheque, giro draft, banker's draft, National Savings Certificates, premium bonds, war bonds, credit cards and reservation vouchers, VAT purchase invoices, used National Insurance stamps, stamped National Insurance cards, credit and charge card counterfoils or stamped pension cards.

### Motor Accident

means any accident involving a vehicle being driven by a *Voluntary Driver* occurring in circumstances where insurance or security is required under the provisions of any road traffic legislation or parked away from the *Voluntary Driver's* normal place of residence during any periods when the vehicle is expected to be used for *Volunteer Driving*.

## N

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### No Claims Discount

means a reduction in the premium allowed at the time of renewal to the *Voluntary Driver* in recognition of no claims under their private motor policy in the expiring period of insurance.

### Nuclear Installation

means any installation of such class or description as may be prescribed by regulations made by the Secretary of State from time to time or any successor relevant authority, 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; or
- 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 fixed 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.

### Nuisance

means nuisance, trespass or interference with any easement, right of air, right of light, right of water or right of way.

## O

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### Occurrence

means any one loss or series of losses consequent upon or attributable to one source or original cause.

### Official Body

means any regulator, government body, government agency, official trade body, disciplinary body, criminal authority, or any other body that is empowered by statute to investigate the affairs of the *Insured* and/or impose any fine, penalty or other award.

### Offshore

means from the time of embarkation onto a conveyance at the point of final departure to any offshore installation, including but not limited to any offshore rig or platform, whilst on any offshore installation or support or accommodation vessel for an offshore installation, until disembarkation onto land upon return from such installation.

### Operative Time

means as shown in the *Schedule*:

- 1 24 hour - at any time;
- 2 **Occupational Accidents Only** - while engaged on the *Insured Person's* occupation in the *Business*; or
- 3 **Occupational Accidents plus Commuting Risks** - while engaged on the *Insured Person's* occupation in the *Business* including daily travel directly between residence (normal or temporary) and place of work.

### Outbuildings

means any building that is subsidiary to the *Building(s)*, which does not incorporate permanent foundations below ground level and which is not capable of being properly secured, including but not limited to any stable, garage, shed, hut, lean-to, greenhouse, hay loft or barn.

### Outside Entity

means any company or organisation which is not the *Insured*, or a *Subsidiary* of the *Insured*.

### Outstanding Debit Balances

means the total outstanding debit balances last recorded by the *Insured* before the date of the *Incident*, adjusted for:

- 1 bad debts;
- 2 amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the *Incident*) to *Customers' accounts* in the period between the date to which the last record relates and the date of the *Incident*;
- 3 any abnormal condition of trade which had or could have had a material effect on the *Business*;

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the *Incident* had the *Incident* not occurred.

## P

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### Period of Insurance

means the period as stated in the *Schedule*.

### Permanent Total Disablement

means

- 1 *Loss of Speech*;
- 2 *Loss of Hearing*;
- 3 any other disablement which entirely prevents the *Insured Person(s)* from engaging in their *Usual Occupation* and which lasts for 12 (twelve) consecutive calendar months and at the end of that time is beyond prospect of improvement

but excluding:

- 1 *Loss of Limb*;
- 2 *Loss of Sight*.

### Person Employed / Persons Employed

means any:

- 1 person under a Contract of Service or apprenticeship with the *Insured*;
  - 2 labour master or labour only sub-contractor or person supplied by any of them;
  - 3 self employed person;
  - 4 person hired to, seconded to or borrowed by the *Insured*;
  - 5 person undertaking study or work experience;
  - 6 person supplied to the *Insured* under a contract or agreement, the terms of which deem such a person to be in the employment of the *Insured*;
  - 7 voluntary worker or temporary worker;
  - 8 driver or operator of plant hired by the *Insured* under Contractors Plant Hire Association or similar conditions;
  - 9 *Trustee, Director or Officer*;
- while working under the control of the *Insured* in connection with the *Business*.

### Personal Assistance

means:

- 1 *Light Manual* activities including handyman and gardening services;
- 2 attending to, accompanying and caring for *Service Users* (other than *Care and Treatment*) including shopping, laundry, cleaning, cooking and other household work, dog walking (subject to a maximum 2 (two) dogs per walker), collecting pensions and prescriptions and similar errands;
- 3 pastoral care and advice.

### Personal Belongings

means items which are the property of the *Insured Person* or property for which they are personally responsible (other than *Business Equipment*) and which are taken on or acquired during an *Insured Journey*.

### Phishing

means any access or attempted access to data or information made by means of social engineering, misrepresentation or deception.

### Pollution or Contamination

means pollution or contamination of building(s) or other structures, or of water or land or the atmosphere and all *Damage to Property* or *Injury* directly or indirectly caused by such pollution or contamination.

### Preferred Law Firm or Tax Consultancy

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

### Premises

means the location or locations as stated in the *Schedule* or in any Endorsement(s) including any compound, yard or other open space within the boundaries, used by the *Insured* for the purposes of the *Business*.

### Premium

means the amount specified in the *Schedule*.

### Product(s)

means:

- 1 printed or electronic literature, publications, audio, visual or photographic materials;
- 2 goods, merchandise, materials, food, foodstuffs and beverage for the purpose of the *Business* provided that:
  - a foodstuffs comply with regulations issued by the Food Standards Agency and/or the Department for Environment, Food and Rural Affairs and/or any successor or substitute agencies or departments;
  - b items (including clothing and domestic devices) are not designed, intended or purported to be used as safety items or for similar purposes to avoid or mitigate *Injury*;
  - c items or components thereof are not mechanically or electrically propelled, or for use as sports, health or fitness equipment;
  - d any pre-owned electrical or electronic items have been tested to Portable Appliance Testing standards by persons qualified to carry out such testing; or have been satisfactorily tested by *Employees* who have successfully completed a minimum one-day course of "In-service Inspection and Testing of Electrical Equipment" delivered by a competent specialist or training company; or
  - e furniture and/or furnishings meet the fire resistance requirements of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and any subsequent, similar or amending legislation;

and including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the *Insured* and no longer in the possession of, or under the control of, the *Insured*.

### Professional Fees

means architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred with the *Insurer's* consent in the reinstatement of the *Property Insured* directly consequent upon its *Damage* by an event insured hereby but not for the preparation of any claim. The amount payable for such fees shall not exceed those authorised under the scales of the professional institutions and/or bodies regulating such charges prevailing at the time of the *Damage*, and the amount payable under any Item including or consisting of Professional Fees shall not exceed in total its *Sum Insured*.

### Property

means all property whatsoever, but excluding:

- 1 any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
  - a insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
  - b not insured in the name of an *Individual*.
- 2 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*.

### Property Insured

means the subject matter insured as stated in the *Schedule*, but not intellectual property.

### Proposal

means any information supplied by the *Insured* in connection with this insurance and any Statement(s) of Fact and any declaration made in connection therewith by or on behalf of the *Insured* or its agents.

### Prospects of Success

means in respect of all claims it is always more likely than not that an *Insured Person* will:

- 1 recover damages or obtain any other legal remedy which the *Insurer* has agreed to
  - 2 make a successful appeal or defence of an appeal.
- Prospects of Success will be assessed by the *Insurer* or an *Appointed Representative* on the *Insurer's* behalf.

### Protected Premises

means the *Premises* or those portions of the *Premises* protected by the *Intruder Alarm System*.

### Public Relations Services

means costs and expenses incurred with the prior agreement of the *Insurers* in engaging legal and public relations services to counter or minimise any *Loss*, *Criminal Loss* or *Claim*

## Q

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### Qualified Medical Practitioner

means a doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an *Insured Person*, *Insured Person's* partner, a member of the immediate family of the *Insured* or *Insured Person* or an employee of the *Insured*.

## R

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### Ransom Monies

means a reasonable consideration paid or promised to be paid to a person or group believed to be responsible for *Kidnap* which is necessarily incurred to terminate the *Kidnap*.

### Rate of Gross Profit

means the Rate of Gross Profit earned on the *Turnover* during the financial year immediately before the date of the *Incident*.

Rate of Gross Profit, *Standard Turnover* and *Annual Turnover* are subject to such adjustments as may be necessary to provide for the trend of the *Business* and for variations in or other circumstances affecting the *Business*, either before or after the date of the *Incident* or which would have affected the *Business* had the *Incident* not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the *Incident* would have been obtained during the relative period after the date of the *Incident*.

### Reasonable Prospects

means:

- 1 For civil cases, the prospects that the *Insured Person* will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that *Insurers* have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. *Insurers*, or a *Preferred Law Firm* or *Tax Consultancy* on *Insurers'* 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 must be at least 51%.

### Registration Certificate

means the Registration Certificate issued to the *Insured* as statutory registration for the purpose of carrying out care, or education, or childcare services in furtherance of the *Business* at the *Premises*.

### Rehabilitation Expenses

means the reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to retrain the *Insured Person*, including payment at the *Insurer's* discretion for consultations, diagnostics, physiotherapy treatment, and operations.

### Repatriation

means with prior approval from the *Insurer's* specialist emergency assistance provider and due solely to medical reasons, the return of the *Insured Person* to the *United Kingdom* or the *Insured Person(s) Country of Residence* (if different) by normal scheduled airlines or by an air ambulance or other suitable means of transport.

### Rent

means *Rent* which continues to be legally payable by the *Insured* whilst the *Premises* are rendered unusable as a result of *Damage* but only in respect of the period reasonably necessary for their reinstatement and not exceeding the maximum period stated in the *Schedule*.

### Rent Receivable

means the money paid or payable to the *Insured* for use or accommodation provided in the course of the *Business* at the *Premises*.

### Retaliation

means any omission made or act carried out against an *Employee* by any *Insured Person* relating to or alleged to be in response to whistle-blowing, threat to take action or make allegations, or give evidence or information arising from such *Employee's* exercise or attempted exercise of their legally protected rights.

### Revenue

means the money paid or payable to the *Insured* arising out of its *Business* activities, and any tax allowances due including but not limited to Gift Aid.

## S

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### Salary

means the *Insured Person(s)* wages / salary, including overtime, commission or bonus payments, received in the 12 months immediately preceding the date of *Accident* (all prior to deductions) or for weekly paid employees 52 times the *Insured Person(s) Weekly Wage* immediately preceding the date of *Accident* (all prior to deductions).

### Sanitary Fittings

means fixed items of sanitary ware which is the property of the *Insured*, or for which the *Insured* is responsible, situated within the *Premises*.

### Schedule

means the Schedule of Insurance attaching to and forming part of this Policy and includes any Endorsement to this Policy amending or supplementing the Schedule.

### Securities

means any negotiable and non-negotiable instruments or contracts representing *Money* or property, including but not limited to any note, stock, bond, share, other equity or debt security or carbon credit, but excluding *Money*.

### Security Consultants

means the security specialists appointed by the *Insurer* to act on the *Insured's* or the *Insured Person(s)'s* behalf.

### Service Provider

means any third party organisation which provides services to or on behalf of the *Insured* in connection with the *Business*

### Service Users

means persons other than any *Persons Employed*, or other third party organisations who are registered with the *Insured*, to or for which the *Insured* delivers services in connection with the *Business*.

### Software

means the set of instructions significant to the computer's central processor, programmes and applications useable for communications, interpretation, manipulation or processing of *Data* by electronic and electromechanical data processing or electronically controlled equipment, or the direction and manipulation of such equipment.

### Specified Disease

means any of the following diseases contracted by any person:

- 1 Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Plague, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough, Yellow fever
- 2 Viral haemorrhagic fever caused by the following virus's: Lassa virus, Junin virus, Machupo virus, Sabia virus, Guanarito virus, Ebola virus, Marburg virus, Crimean-Congo haemorrhagic fever virus, Hanta virus, Rift Valley fever virus, Yellow fever virus, Dengue virus.

### Specified Portable Business Equipment

means *Covered Equipment* but limited to laptop computers, personal computers, small micro computers and similar equipment and peripherals which are designed to be carried by hand.

### Standard Rent Receivable

means the *Rent Receivable* during that period in the 12 (twelve) months immediately before the date of the *Incident* which corresponds with the *Indemnity Period*.

*Annual Rent Receivable* and Standard Rent Receivable are subject to such adjustments as may be necessary to provide for the trend of the *Business* and for variations in or other circumstances affecting the *Business*, either before or after the date of the *Incident* or which would have affected the *Business* had the *Incident* not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the *Incident* would have been obtained during the relative period after the date of the *Incident*.

### Standard Revenue

means the *Revenue* during that period in the 12 (twelve) months immediately before the date of the *Incident* which corresponds with the *Indemnity Period*.

*Annual Revenue* and Standard Revenue are subject to such adjustments as may be necessary to provide for the trend of the *Business* and for variations in or other circumstances affecting the *Business* either before or after the date of the *Incident* or which would have affected the *Business* had the *Incident* not occurred, so

that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the *Incident* would have been obtained during the relative period after the date of the *Incident*.

### Standard Turnover

means the *Turnover* during that period in the 12 (twelve) months immediately before the date of the *Incident* which corresponds with the *Indemnity Period*.

*Rate of Gross Profit*, *Standard Turnover* and *Annual Turnover* are subject to such adjustments as may be necessary to provide for the trend of the *Business* and for variations in or other circumstances affecting the *Business*, either before or after the date of the *Incident* or which would have affected the *Business* had the *Incident* not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the *Incident* would have been obtained during the relative period after the date of the *Incident*.

### Stock in Trade

means stock and materials in trade, including finished stock, work in progress, donated items, promotional material and souvenirs the property of the *Insured* and goods in trust for which the *Insured* is responsible.

### Subsidiary

means any entity of which the *Insured* either owns more than 50% (fifty percent) of the voting rights or owns more than 50% of total issued share capital.

### Sum Insured

means the *Sum Insured* as stated in the *Schedule* applicable to the particular Item or Section.

## T

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### 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;

- 1 includes a request to examine any aspect of your books and records; or
- 2 of a check of your whole tax return.

### Temporary Partial Disablement

means disablement which prevents the *Insured Person* from engaging in or attending to a substantial part of their *Usual Occupation*.

### Temporary Total Disablement

means disablement which entirely prevents the *Insured Person* from engaging in or attending to their *Usual Occupation*.

### Temporary Structures

means:

- 1 light gazebo-style awnings, marquees or tents owned, borrowed or hired by the *Insured* measuring no more than 10 (ten) metres by 10 (ten) metres;
- 2 flooring laid at ground-level owned, borrowed or hired by the *Insured* measuring no more than 10 (ten) metres by 10 (ten) metres; or
- 3 stalls, props, exhibits and equipment including inflatable equipment not for use as inflatable play equipment but always excluding the following:
  - a stages or raised platforms greater than 24 inches from ground level;
  - b spectator stands other than arranged seating set out at ground level.

### Territorial Limits

means unless expressly stated to the contrary in any Section of this Policy, the *Schedule* or any Endorsement which may be attached to this Policy, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Territory

means England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).

### 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.

### Transit

means the period during which the *Insured Goods* are being:

- 1 conveyed by or temporarily housed in or upon a *Vehicle* or trailer owned or operated by the *Insured*;
- 2 conveyed by or in the charge of a carrier for the purpose of transportation by the carrier;
- 3 conveyed by any other means of transit stated in the *Schedule*; or
- 4 loaded onto or unloaded from the means of conveyance described in 1, 2 or 3 above;

anywhere within the *Territorial Limits*, including sea and air transits therein.

### Treasury

means the Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

### Trips and Excursions

means:

- 1 visits to licensed historic, cultural, educational, sporting and leisure sites and venues including activity centres, water parks and public swimming pools, theme parks, farms and zoological parks, botanical sites and gardens, theatres, cinemas, shops and restaurants;
- 2 stays not exceeding 14 (fourteen) days in duration at hotels, hostels, and licensed residential centres and holiday parks; or
- 3 organised travel by means of:
  - i public transport;
  - ii *Volunteer Driving*;
  - iii hired transportation provided by a licensed carrier;within the *Territorial Limits* involving *Service Users*, any member of their family or household, their authorised carer or attendant, and *Persons Employed*.

### Trustees, Directors or Officers

Means:

- 1 any natural persons who were, are now or shall be trustees, governors, council or committee members, or directors including any de facto director (as defined under Section 251 of the Companies Act 2006 or any equivalent provision in the jurisdiction), or officers of the *Insured* or any *Subsidiary*, or;
- 2 any *Employee* acting in the capacity as such; or
- 3 a director of any company incorporated for the purpose of administering the *Insured*, other than its external auditor, liquidator, administrator, receiver or solicitor.

### Turnover

means the money paid or payable to the *Insured* for goods sold and delivered and for services rendered in the course of the *Business* at the *Premises*.

## U

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### Unattended

means not under observation by a *Person Employed* who would be able to reasonably prevent any attempt to interfere with it, but that the vehicle shall not be considered to be Unattended if:

- 1 all doors, windows and other points of entry have been secured, and;
- 2 all other security devices fitted by the manufacturer have been put into effect, and;
- 3 the keys have been removed from the vehicle.

### Uninsured Working Expenses

means uninsured working expenses as stated below (unless otherwise endorsed hereon):-

- 1 100% of purchases (less discounts)
- 2 100% of carriage, packing or freight
- 3 100% of bad debts

### United Kingdom

means England, Scotland, Wales and Northern Ireland.

### Unoccupied

means closed for *Business* or not occupied for its usual *Business* purposes, for any period of more than 45 (forty-five) consecutive days.

### Usual Occupation

means the tasks, duties and other functions, which the *Insured Person* normally performs in connection with their occupation.

## V

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### VAT Dispute

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

### Vehicle

means any vehicle including a caravan or trailer constructed to be towed by such a vehicle on the public highway, which is owned by the *Insured* or leased to the *Insured* other than one used in connection with racing and/or rallies and/or competition of any kind.

### Virus or Similar Mechanism

means any programme code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect any *Computer Systems* or operations, whether involving self-replication or not including but not limited to trojan horses, worms and logic bombs.

### Voluntary Driver

means an *Insured Person* whilst using their own vehicle (including for *Volunteer Driving*) within the *Territorial Limits* in connection with the *Business* (other than commuting to and from the *Insured Person's* normal place of work unless during any periods when the vehicle is expected to be used for *Volunteer Driving*).

### Volunteer Driving

means driving people other than *Insured Persons* within the *Territorial Limits* in connection with the *Business*.

### Vulnerable Adults

means persons aged 18 years or over; who may be in need of community care services by reason of mental or other disability, age or illness; and who is or may be unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation.

## W

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### War

means war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

### Weekly Wage

means the average gross weekly wage (or in the case of salaried 1/52nd of their Salary) normally paid to the *Insured Person* as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the *Insured Person* has been employed for less than 12 weeks) before the date of commencement of the period of *Temporary Total Disablement* or *Temporary Partial Disablement*.

### We/Us/Our

means the *Insurer*.

### Wrongful Act

means any actual or alleged negligent act, error or omission actually or allegedly committed or attempted by a *Trustee, Director or Officer* in the discharge of their duties solely for and on behalf of the *Insured* and arising from *Business* within the *Geographical Limits*

## Y

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### You/Your/Yours

means the *Insured*.



# Part A – Commercial Combined

## Section 1 | Property Damage All Risks

### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 1 – Property Damage All Risks**

### **Excess**

means the amounts as stated in this Policy, or in the *Schedule*, that are to be deducted from each and every claim at each *Premises* and shall be deducted after the application of any Average (Underinsurance) Condition.

### **Property Insured**

means:

- a *Building(s)*;
- b *Contents*, including *Computer Equipment*,
- c *Stock in Trade*;
- d *Rent*, and
- e any other property specified in Section 1 Property Damage All Risks of the *Schedule*;

which are the property of the *Insured*, or for which the *Insured* is legally responsible, whilst at the *Premises*, or are legally payable by the *Insured*.

Unless otherwise stated in the *Schedule*, the *Sum Insured* in respect of *Building(s)* or *Contents* shall include provision for *Professional Fees* and *Debris Removal*.

### **Terrorism**

means:

- 1 in respect of *Damage* occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto;
- 2 in respect of *Damage* occurring in any territory not specified in
  - 1 above any act or acts including but not limited to:
    - i the use or threat of force and/or violence; and/or
    - ii harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

### **The Cover**

The *Insurers* will indemnify the *Insured* against *Damage* to the *Property Insured*, occurring during the *Period of Insurance* at the *Premises*, subject always to the *Excess* and the limits, terms, conditions and exclusions of this Section and the Policy.

### **Limit of Liability**

The liability of the *Insurers* under this Section shall not exceed the total *Sum Insured*, or the *Sum Insured* in respect of any individual item, in respect of any one *Occurrence* and subject to any other limit of liability as stated in this Policy, or in the *Schedule*.

### **The Excess**

The *Insurers* shall not indemnify the *Insured* for the amount of the *Excess*.

## Section 1 | Exclusions

The *Insurer* shall not indemnify the *Insured* for:

### 1 **Defective design or workmanship, depreciation, or gradually operating changes**

*Damage* caused directly by or consisting of:

- a inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in the water table level, its own faulty or defective design or materials;
  - b faulty or defective workmanship, operational error or omission on the part of the *Insured* or any *Person Employed*;
  - c the operation of machinery, plant, apparatus or equipment unless in accordance with the manufacturers' instructions or specification;
  - d the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the *Insured*;
- but this shall not exclude subsequent *Damage* which itself results from a cause not otherwise excluded.

### 2. **Changes in environment**

*Damage* caused directly by or consisting of:

- a corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light, marring, scratching, vermin or insects;
  - b change in temperature, colour, flavour, texture or finish;
  - c nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
- but this shall not exclude:
- i such *Damage* which itself results from a *Defined Peril* or from any other cause not otherwise excluded;
  - ii subsequent *Damage* which itself results from a cause not otherwise excluded.

### 3. **Mechanical or electrical breakdown**

*Damage* caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates, but this shall not exclude:

- a loss of, or damage to, surrounding property not forming part of the same machine, apparatus or equipment;
- b such *Damage* which itself results from a *Defined Peril* or from any other cause not otherwise excluded;
- c subsequent *Damage* which itself results from a cause not otherwise excluded.

### 4 **Theft without forcible or violent entry**

*Damage* to *Contents* or *Stock in Trade* in respect of any one item greater than £25,000 in value caused directly by or consisting of theft or attempted theft unless:

- a involving forcible and violent entry to or exit from *Building(s)* at the *Premises*; or that portion of the *Building(s)* where such *Damage* occurs
- b involving assault or violence, or threat of assault or violence, to any *Person Employed* or members of their families or any other person lawfully on the *Premises*.

### 5 **Theft of property in the open**

*Damage* caused directly by or consisting of theft or attempted theft from yards, gardens, open spaces or *Outbuildings*, except in respect of the cover provided by under **Section 1 Extensions 35 Items Left In The Open** or specifically stated as insured by this Section in the *Schedule*.

### 6 **Subsidence**

*Damage* caused directly by or consisting of:

- a subsidence, ground heave or landslip, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- b normal settlement or bedding down of new structures.

## 7 Fraud or Unexplained disappearance

Damage caused directly by or consisting of:

- a acts of fraud or dishonesty on the part of the *Insured* or any *Insured Person*, members of their families or any other person to whom *Property Insured* has been entrusted;
- b unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information, or error.

## 8 Collapse or cracking

Damage in respect of buildings or structures caused by their own collapse or cracking unless such *Damage* results from a *Defined Peril* and is not otherwise excluded.

## 9 Adverse weather

Damage caused by wind, rain, hail, sleet, snow, flood or dust to:

- a moveable property in the open, or in open sided buildings, or contained in *Outbuildings*;
  - b fences and gates;
- except where caused by falling trees.

## 10 Application of heat

Damage:

- a to *Property Insured* caused directly by fire resulting from it undergoing any process involving the application of heat;
- b to that portion of the *Property Insured* caused by its own self-ignition, leakage of electricity, short-circuiting or over-running, but the *Insurers* shall be liable for *Damage* to any other apparatus or fittings in consequence of such fire if insured under this Section.

## 11 Process

Damage, other than by fire, resulting from the *Property Insured* undergoing:

- a any process of production or packing;
  - b any process of treatment, testing, commissioning, cleaning, servicing, repair or other process;
- but this shall not exclude loss of or damage to surrounding property not forming part of:
- i the same machine;
  - ii the same process of production;
  - iii the same process of packing, treatment, testing, commissioning, cleaning, servicing, repair or other process.

## 12 Unoccupied Buildings

Damage caused directly by:

- a the escape of water from any tank, apparatus or pipe;
  - b malicious persons not acting on behalf of or in connection with any political organisation, other than *Damage* caused directly by fire or explosion;
  - c theft or attempted theft;
- at any *Unoccupied Building(s)*.

## 13 Consequential Loss

Delay, loss of market, loss of use or consequential loss or damage of any kind.

## 14 Terrorism or civil commotion

Damage to the *Property Insured* resulting directly or indirectly from or in connection with:

- a *Terrorism*;
- b civil commotion in Northern Ireland;
- c any action taken in controlling, preventing, suppressing, or in any way relating to a and/or b above;

regardless of any other cause or event contributing concurrently or other sequence to the loss. In any action, suit or other proceedings where *Insurers* allege that any *Damage* results from *Terrorism* as defined above and is therefore not covered by this Section, the burden of proving that any such *Damage* is covered will be upon the *Insured*.

## 15 Theft of external metalwork

Damage in excess of £25,000 during any *Period of Insurance*, caused directly by or consisting of the theft or attempted theft of external metalwork, unless any such item(s) are protected by a forensic marking agreed by the *Insurer*.

## 16 Excepted Property

Damage to:

- a i jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;
- ii glass (other than *Glass*), china, earthenware, marble, statuary or other fragile or brittle objects;

but this shall not exclude *Damage* caused by a *Defined Peril* and not otherwise excluded.

- b property in transit except as provided for in [Extensions 20 Property at Business Events](#), [25 Temporary Removal](#), [26 Temporary Removal of Data](#) and [27 Temporary Removal of Documents](#).

- c i vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
- ii property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
- iii working dynamos, motor wires, main or electrical apparatus through short circuiting, overrunning or excessive pressure;
- iv land, roads, pavements, piers, jetties, bridges, culverts, or excavations;
- v livestock, growing crops or trees;

unless specifically mentioned in the *Schedule* as insured by this Section and is not otherwise excluded.

## 17 Other insurance

Damage to property more specifically insured by the *Insured* or on the *Insured's* behalf.

# Section 1 | Clauses

## 1 Designation

For the purpose of determining where necessary the heading under which any property is insured, the *Insurers* agree to accept the designation under which such property has been entered into the *Insured's* books of accounts.

## 2 Non-invalidation

The insurance under this Section shall not be invalidated by any act or omission or by any alteration where, unknown to or beyond the control of the *Insured*, the risk of *Damage* is increased, provided that the *Insured* shall give notice to the *Insurers* as soon as reasonably practicable after such act or omission or alteration comes to the notice of the *Insured* and shall pay any additional premium required by the *Insurers*.

## 3 Replacement or Reinstatement

In the event of *Damage* under Item A (*Building(s)*) and/or Item B (*Contents*) insured hereby, the basis upon which the amount payable by the *Insurers* is to be calculated shall be the reinstatement of the *Property Insured* suffering *Damage*, subject to the limits, terms, conditions and exclusions of the Policy and to the following Special Provisions.

For the purpose of this Clause "reinstatement" shall mean:

- a where *Property Insured* is lost or destroyed, the rebuilding of the property if a *Building(s)*, or in the case of other property its replacement by similar property (which may be carried out upon another site and in any manner suitable to the requirements of the *Insured* subject to the liability of the *Insurers* not being thereby increased), in either case in a condition equal to but not better or more extensive than its condition when new;
- b where *Property Insured* is damaged, the repair of the *Damage* and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.
- c Where following *Damage*, the *Insurer* is unable to replace *Property Insured* of a like quality or kind, the *Insurer* will offer replacement property being as similar as possible, which shall not be considered for the purposes of assessing cover, to be better or more extensive than the damaged *Property Insured* when new.

### Special Provisions for Clause 3

- a The work of reinstatement must be carried out and completed without undue delay; otherwise no payment shall be made beyond the amount which would have been payable in the absence of this Clause.
- b When any *Property Insured* under Item A (*Building(s)*) and/or Item B (*Contents*) is partially lost, damaged or destroyed, the liability of the *Insurers* shall not exceed the cost for reinstatement if such *Property Insured* had been wholly destroyed.
- c No payment shall be made until the cost of reinstatement has been actually incurred by the *Insured* otherwise no payment shall be made beyond the amount which would have been payable in the absence of this Clause.
- d Item A (*Building(s)*) and Item B (*Contents*) are declared to be separately subject to Average.

Where by reason of any of the above Special Provisions, no payment is to be made by the *Insurers* beyond the amount which would have been payable under the Policy if these Special Provisions had not been incorporated herein, the rights and liabilities of the *Insurers* and the rights and liabilities of the *Insured* in respect of the *Damage* shall be subject to the limits, terms, conditions and exclusions of this Policy, including any condition of Average as if these Special Provisions had not been incorporated herein.

### 4 Average

If at the time of reinstatement the sum representing 85% (eighty five percent) of the cost which would have been incurred by the *Insured* in reinstatement if the whole of the *Property Insured* under the Item had been destroyed, exceeds the *Sum Insured* at the commencement of the *Damage*, then the *Insured* shall be considered as being their own *Insurers* for the difference between the *Sum Insured* and the sum representing the cost of reinstatement of the whole of the *Property Insured* and shall bear a rateable proportion of the loss accordingly.

### 5 72 Hours Clause

It is hereby agreed that all *Damage* caused by riot, civil commotion, earthquake, storm, tempest, flood, subsidence or landslip occurring in any one period of 72 (seventy two) consecutive hours during any one *Period of Insurance* shall constitute one *Occurrence* for the purposes of this Section. The *Insured* shall select the time from which any such period shall commence but no two such selected periods shall overlap. The *Excess* shall apply separately to each selected period.

### 6 Second Hand Stock In Trade

In respect of second-hand stock insured under Item C (Stock in Trade), the *Insurers* will indemnify the *Insured*:

- a up to the price paid by the *Insured* for the purchase of such *Stock in Trade* as shown in the *Insured's* books of accounts; or
- b up to the replacement value at the time of the *Damage* in respect of any *Stock in Trade* donated to the *Insured* free of charge.

### 7 Floating Sums Insured

Where *Sums Insured* are stated within **Section 1 Property Damage All Risks**, and not identified as applying specifically to any one or more *Premises*, such *Sums Insured* are deemed to be floating *Sums Insured* applicable to all *Premises* insured. Where *Sums Insured* are deemed to be floating across all *Premises*, the application of Average shall apply based on the total cost of reinstatement of *Property Insured* at all locations.

## Section 1 | Conditions

### 1 Fire Extinguishing Appliances

The *Insured* undertakes to maintain fire extinguishing appliances in full and effective working order and under a contract for maintenance during the *Period of Insurance*. Subject to the observance of this Condition, this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the *Insured*.

### 2 Electrical Circuits

The *Insured* shall ensure that:

- a all electrical circuits are inspected and tested by a member of the National Inspection Council for Electrical Installation Contracting in accordance and compliance with regulations applicable to its *Business* and *Premises*; and
- b all remedial work arising out of such inspection and testing is completed within the timescales recommended; and
- c a record of such inspections and tests is made and retained by the *Insured* and is to be made available for inspection by the *Insurers* if they so require.

### 3 Electrical Equipment

The *Insured* shall ensure that:

- a all electrical equipment is inspected and tested by either:
  - i a member of the National Inspection Council for Electrical Installation Contracting; and/or
  - ii a person in receipt of appropriate training and certification to carry out such inspection and testing and approved for such purpose by the *Insured*;in accordance and compliance with regulations applicable to its *Business* and *Premises*;
- b all remedial work arising out of such inspection and testing is completed within the timescales recommended; and;
- c a record of such inspections and tests is made and retained by the *Insured* and is to be available for inspection by the *Insurers* if they so require.

### 4 Portable Heating

The *Insured* shall ensure that, with the exception of offices and canteen areas, there is no use of any form of portable heating equipment in the *Premises* other than portable electric convector heaters, electric fan heaters or electric oil fired radiators, which shall be:

- a used in compliance with the manufacturer's instructions;
- b be turned off whenever the *Premises* are closed for *Business*.

### 5 Bonfires and Fireworks condition

The *Insured* shall ensure in connection with firework displays or bonfires organised by the *Insured* that:

- 1 the *Insured* consult the relevant authorities at least seven days before the event;
- 2 the *Insured* comply with any recommendations or instructions of the relevant authorities and fireworks manufacturers
- 3 the *Insured* organise the event in accordance with guidance from the Health and Safety Executive, and the Explosives Industry Group of the CBI;
- 4 fireworks used must be obtained from an entity complying with the firework regulations concerning the manufacture and supply of fireworks and not modified in any way;
- 5 the display and bonfire must be at least 100 metres away from any:
  - a *Building(s)*;
  - b vehicles owned by the *Insured*;
  - c flammable or other Dangerous Substances as defined in The Dangerous Substances and Explosive Atmospheres Regulations 2002 and all combustible materials.

## Section 1 | Extensions

Unless otherwise stated in the *Schedule* the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1 Additional Costs

This Section extends to include cover for reasonable additional costs necessarily incurred by the *Insured* to maintain security and habitability at the *Premises* following *Damage* insured hereby, other than the loss of keys by theft, subject to a limit of £25,000 or 5% (five percent) of the total *Sum Insured* under Section 1 Property Damage All Risks as stated in the *Schedule*, whichever is the lesser, in respect of the *Premises* at which the *Damage* occurred.

### 2 Additional Sprinkler Costs

This Section extends to include the additional costs incurred following loss or destruction of, or damage to, the automatic sprinkler installation at the *Premises* as insured hereby in the event that on repair or reinstatement thereof, the *Insurers* require the installation to conform to British Standard or European Code of Practice rules for Automatic Sprinkler Installations current at that time. Subject to a limit of £25,000 or 5% (five percent) of the total *Sum Insured* under Section 1 Property Damage All Risks as stated in the *Schedule*, whichever is the lesser, in respect of the *Premises* at which the loss or destruction or damage occurred.

### 3 Automatic Reinstatement of Sums Insured

In consideration of the *Sums Insured* not being reduced by the amount of any loss, the *Insured* undertakes to pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the *Period of Insurance*, and to carry out any measures that the *Insurers* may require to prevent further *Damage* or enhance the security of the *Premises*, subject to the *Insurers'* liability not exceeding the *Sum Insured* in respect of any one Item in any one *Occurrence*.

### 4 Breakage of Glass and Sanitary Fittings Extension

Where not forming part of any *Sum Insured* in respect of *Building(s)*, this Section extends to indemnify the *Insured* for the costs of repair or replacement in the event of *Breakage of Glass* or *Sanitary Fittings*.

The liability of the *Insurers* under this Extension shall not exceed the replacement value of the *Glass* or *Sanitary Fittings* at the time of the *Breakage*, subject to a maximum of £10,000 in respect of any one *Occurrence* (or as otherwise stated in the *Schedule* or by Endorsement thereto).

The basis of claim settlement shall be the value of *Glass* or *Sanitary Fittings* or at the *Insurers'* option its repair, replacement or reinstatement.

The *Insurers* will also pay:

- a for damage to frames or framework which has to be removed to replace the *Glass*;
- b for the cost of necessary boarding-up and the provision of a temporary door, consequent upon the *Breakage of Glass*; and
- c for damage to goods displayed for an amount not exceeding £1,000 any one *Occurrence* provided such damage was not a direct result of theft or attempted theft.

The *Insurers* will not indemnify the *Insured* for:

- 1 *Breakage* arising directly from alteration to or repair or restoration of the *Premises*;
- 2 *Breakage of Glass* or *Sanitary Fittings*:
  - i already damaged at inception of the *Period of Insurance*;
  - ii forming part of the *Insured's Stock in Trade*;
- 3 scratching or chipping of *Glass* unless it extends through the complete fabric of the *Glass*;
- 4 *Breakage* caused by wear and tear, any gradually operating cause or the costs of maintenance;
- 5 *Breakage* in respect of any *Unoccupied Building(s)*;
- 6 *Breakage* of bulbs or tubes unless consequent upon damage to neon or illuminated signs;
- 7 *Breakage* caused by mechanical or electrical breakdown or the application of electrical energy;
- 8 the first £100 of each and every loss arising hereunder.

### 5 Capital Additions, Alterations, Bequests, Donations and Prizes

The Insurance of Item A (*Building(s)*) and Item B (*Contents*), extends to include cover for:

- 1 capital additions, alterations, improvements, newly erected, newly acquired, bequeathed or donated *Building(s)*; and
- 2 bequests and donated *Contents*, equipment and other items and prizes, and including whilst at or in transit to or from the home of *Persons Employed*;

subject to the following conditions:

- a the *Insured* shall declare to the *Insurers* the date and value of such capital additions, alterations, improvements, newly erected, newly acquired and/or bequeathed or donated *Building(s)* at intervals of not more than 6 (six) months and shall pay an appropriate additional premium from the time such additional cover applies;
- b the maximum additional cover granted by this Extension shall not exceed
  - i 10% (ten percent) of the total *Sum Insured* under Items A (*Building(s)*) or B (*Contents*) or £1,000,000 whichever the lesser, but limited to £10,000 any one item of *Contents*, *Stock in Trade*, equipment and other items and prizes whilst at or in transit to or from the home of *Persons Employed*;
  - ii £250,000 in respect of any individual newly acquired and/or bequeathed or donated *Building(s)*;
- c this Extension does not include cover for appreciation in value.

### 6 Changing Locks

This Section extends to include costs incurred by the *Insured* as a result of the necessary replacement of locks if any of the keys of the *Premises* are accidentally lost or stolen, provided that if such keys relate to a safe or strong-room these shall not have been left on the *Premises* outside the *Insured's* normal *Business Hours*, subject to a limit of £5,000 in respect of any one *Occurrence*.

The *Excess* as stated in the *Schedule* does not apply in respect of this Extension.

### 7 Contract Price

In respect of goods sold, but not delivered, for which the *Insured* is legally responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of *Damage* insured hereby whether wholly or to the extent of the *Damage*, the liability of the *Insurers* shall be based on the contract price.

For the purpose of any condition of Average the value of all goods to which this Extension would, in the event of *Damage*, be applicable shall be ascertained on the same basis.

### 8 Customers Goods

It is agreed that the *Insured* having intimated to their *Customers* that they will accept responsibility for loss or destruction of or damage to goods which are the property of such *Customers*, or for which the said *Customers* may be legally responsible whether manufactured by the *Insured* or not, upon which work is to be, is being or has been done on behalf of *Customers* by the *Insured* or which may be left in the *Insured's* hands for storage or despatch or otherwise temporarily in the *Insured's* custody, then all such goods shall be held to be insured by Item C (*Stock in Trade*) of this Section unless they are more specifically insured elsewhere.

### 9 Deterioration of Stock

The insurance of Item B (*Contents*) and/or Item C (*Stock in Trade*) extends to include *Damage* to items contained in refrigeration cabinets or compartments at the *Premises* by deterioration or putrefaction caused by:

- a rise or fall in the temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance;
- b action of refrigerant fumes escaping from the said appliance;
- c loss of refrigerant; or
- d failure of the public supply of electricity and/or gas due to any cause not following the deliberate act of the supply

authority or the exercise of such authority of its power to withhold or restrict supply.

This Extension is subject to the following:

- i** it is a condition that any refrigeration compartment or cabinet more than 10 (ten) years old shall be maintained under contract with a recognised refrigeration engineer;
- ii** the maximum liability of the *Insurers* shall not exceed £2,500 any one *Occurrence* and £5,000 in the aggregate during the *Period of Insurance*.

#### 10 Dismantling and Re-erection Costs

The insurance of Item B (*Contents*) includes the costs of dismantling, re-erection, fitting and fixing of machinery and plant following *Damage* insured hereby, subject to the *Insurer's* liability not exceeding the *Sum Insured* stated in the *Schedule*.

#### 11 Drain Clearing

This Section extends to include cover for reasonable expenses necessarily incurred by the *Insured* in clearing, cleaning and/or repairing drains, gutters, sewers and the like for which the *Insured* is legally responsible in consequence of *Damage* insured hereby.

#### 12 Extinguishment Expenses

This Section extends to include reasonable reimbursement costs for:

- a** fire brigade charges;
- b** the refilling of fire extinguishing appliances;
- c** the replacement of used sprinkler heads;
- d** the refilling of sprinkler tanks where water costs are metered; and
- e** the replenishment of the *Insured's* gas flooding fire extinguishing equipment;

arising out of *Damage*, or accidental discharge, subject to the maximum liability of the *Insurers* not exceeding £50,000.

The *Insurers* shall not be liable for discharge arising:

- a** during repairs or alterations to the building in which the cylinders are situated;
- b** during installation, repair, removal, alteration, extension or testing of all or part of the gas flooding system; or
- c** during the operation of the gas flooding system with the intention of preventing or extinguishing fire.

#### 13 Fly-tipping

This Section extends to include the costs necessarily and reasonably incurred by the *Insured* with the consent of the *Insurers* in clearing and removing any property illegally deposited in or around the *Buildings* at the *Premises* or on land at the *Premises*; always provided that:

- a** the *Insurer's* liability under this Extension is limited to £5,000 in respect of any one *Occurrence* subject to a maximum amount of £15,000 in the aggregate during the *Period of Insurance*; and
- b** the *Excess* as stated in the *Schedule* is limited to £100 in respect of this Extension.

#### 14 Inadvertent Omissions

The *Insured* having intended to insure all property within the *Territorial Limits* in which the *Insured* is interested and the *Insured's* belief is that all such property is insured, if hereafter any such property shall be found to have been inadvertently omitted the *Insurers* will deem it to be insured within the terms of this Section subject to payment of the *Premium* on all such property as from the inception of this Section or from the date of the *Insured's* interest in such property if erected or purchased after the inception of this Section.

Provided that:

- a** at any one location the *Insurers'* limit of liability under this cover clause shall not exceed £500,000 any one *Occurrence*;
- b** at any one location the limit of liability under this Extension shall for the purpose of the **General Condition 5 Average (Underinsurance)** be added to the *Sum Insured* on the item to which the property relates or in the case of Reinstatement Day One Basis to the Declared Value; and
- c** the Insurance under this Extension shall not apply to property situated outside of the *Territorial Limits*.

#### 15 Landscaped Grounds

This Section extends to include the costs necessarily and reasonably incurred by the *Insured* in making good the landscaped grounds of the *Premises* damaged by the Fire Brigade or any other emergency service in consequence of *Damage*. The *Insurer's* liability under this Extension is limited to £25,000 in respect of any one *Occurrence*.

#### 16 Loss of Metered Water and/or Gas Charges

This Section extends to include cover for additional metered water and/or gas charges incurred by the *Insured*, following *Damage* insured hereby, at the *Premises* during the *Period of Insurance*, subject to the maximum liability of the *Insurers* not exceeding £25,000 any one *Occurrence*. The *Insurers* shall not be liable for any such charges incurred by the *Insured* in respect of any *Unoccupied Building(s)*.

#### 17 Other Interests

Subject to the *Insured's* consent the interest of all parties who wish to register an interest in the insurance under this Section will be noted provided all such interests are notified to *Insurers* within 30 days of any *Damage*.

#### 18 Other Interests - hire purchase or similar agreements

In the event of the *Insured* having property under the terms of any hire purchase or similar form of agreement then the interest of such parties is noted in this Insurance, and the nature and extent of such interest is to be declared to the *Insurers* in the event of *Damage*.

#### 19 Plaques, Lamps, Signs and Nameplates

This Section extends to indemnify the *Insured* for the costs of repair or replacement in the event of *Damage* to plaques, lamps, signs and nameplates at the *Premises* or within 1 mile of the *Premises* subject to the maximum liability of the *Insurers* not exceeding £2,000 any one *Occurrence*.

#### 20 Property at Business Events

The insurance of Item B (*Contents*) and Item C (*Stock in Trade*) extends to include cover for *Damage* insured hereby to exhibits including the stand, its furnishings and equipment that is the property of the *Insured* or held by the *Insured* in trust for which the *Insured* is legally responsible whilst such property is at any *Business Event* or in transit to or from any exhibition including loading, temporary housing en-route and unloading, whilst within the *Territorial Limits*, subject to the maximum liability of the *Insurers* not exceeding £25,000 any one *Occurrence*.

#### 21 Public Authorities and European Union

The insurance by Item A (*Building(s)*) or Item B (*Contents*) extends to include such additional cost of reinstatement of the lost, destroyed or damaged *Property Insured* as may be incurred by the *Insured* 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 with Bye Laws of any municipal or local authority or other Codes of Practice;
- (hereinafter referred to as the Stipulations) in respect of the lost, destroyed or damaged *Property Insured* and undamaged portions thereof provided always that the amount recoverable under this Extension shall not include:
- a** the cost incurred in complying with the Stipulations:
    - i** in respect of *Damage* occurring prior to the granting of this Extension;
    - ii** in respect of *Damage* not insured hereby;
    - iii** under which notice has been served upon the *Insured* prior to the happening of the *Damage*;
    - iv** for which there is an existing requirement which has to be implemented within a given period;
  - b** the additional cost that would have been required to make good the property lost, damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Stipulations not arisen;
  - c** the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the

owner thereof by reason of compliance with any of the aforesaid Stipulations.

Provided that:

- a the work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within 12 (twelve) months after the *Damage*, or within such further time as the *Insurers* may (during the said 12 months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Stipulations so necessitate) subject to the liability of the *Insurers* under this Extension not being thereby increased;
- b if the liability of the *Insurers* under any Item of the *Schedule* apart from this Extension shall be reduced by the application of any of the terms and conditions of the Section and the Policy then the liability of the *Insurers* under this Extension in respect of any such Item shall be reduced in like proportion;
- c the total amount recoverable under any Item of the *Schedule* shall not exceed in respect of:
  - i the lost, destroyed or damaged *Property Insured*, its *Sum Insured*;
  - ii undamaged portions of property (other than foundations) 15% (fifteen percent) of the total amount for which the *Insurers* would have been liable had the *Property Insured* by the Item at the *Premises* where the *Damage* has occurred been wholly destroyed;
  - iii European Union legislation:
    - a 15% (fifteen percent) of its *Sum Insured* ;
    - b where the *Sum Insured* by the Item applies to property at more than one *Premises* 15% (fifteen percent) of the total amount for which the *Insurers* would have been liable had the *Property Insured* by the Item at the *Premises* where *Damage* has occurred been wholly destroyed;
  - iv building or other regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any municipal or local authority or other Codes of Practice its *Sum Insured* being part of and not in addition to the *Sum Insured* shown in the *Schedule*;
- d all the terms, limits, exclusions and conditions of this Section and the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

## 22 Removal of harmful insect nests

This Section extends to include the costs necessarily and reasonably incurred by the *Insured* with the consent of the *Insurers* in the removal of the nests of bees, wasps, hornets or any other insects harmful to humans from the *Building(s)* at the *Premises*; always provided that:

- a the *Insurers* shall not pay for any costs solely incurred by the *Insured* in removing nests already existing in the *Building(s)* of the *Premises* prior to the inception of this cover;
- b the *Insurer's* liability under this Extension is limited to £2500 in respect of any one *Occurrence*; and
- c the *Excess* as stated in the *Schedule* is limited to £100 in respect of this Extension.

## 23 Services

The *Property Insured* includes telephone, gas, water and electric instruments, meters, pipes, ducts, cables and the like and the accessories thereof, including similar property in adjoining yards or roadways or underground and pertaining to the *Building(s)* or *Contents* insured under the respective Items of this Section, all the property of the *Insured* or for which the *Insured* is legally responsible.

## 24 Spontaneous Heating

This Section extends to include cover for loss of or damage to coal, coke, or wood blocks caused by its own spontaneous fermentation, heating or combustion.

## 25 Temporary Removal

The *Property Insured* under this Section, other than *Stock in Trade* or *Rent*, is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway within the *Territorial Limits*, subject to a limit of 15% (fifteen percent) of the relevant *Sum Insured* as stated in the *Schedule*. The *Insurers* shall not be liable for losses arising, other than at the *Premises* from which the property is temporarily removed, to vehicles licensed for road use in so far as they are insured by this Section.

## 26 Temporary Removal of Data

This Section extends to include *Data Media*, together with the cost of the clerical labour and computer time expended in reproducing such *Data* held within (excluding any expenses in connection with the production of information to be recorded therein) for an amount not exceeding 15% (fifteen percent) of the total value of such property whilst temporarily removed to any premises not in the *Insured's* occupation and whilst in transit thereto and therefrom all within the *Territorial Limits*.

## 27 Temporary Removal of Documents

This Section extends to include deeds and other documents including stamps thereon, manuscripts, plans and writings of every description and books (written and printed) for an amount not exceeding 15% (fifteen percent) of the total value of such property whilst temporarily removed to any premises not in the *Insured's* occupation and whilst in transit thereto and therefrom all within the *Territorial Limits*.

## 28 Temporary Repairs

Within the limits of the *Sum Insured*, this Section extends to include cover for the cost actually incurred by the *Insured* in making temporary repairs to any of the insured *Building(s)* and erecting temporary buildings in place of any of the insured *Building(s)* following *Damage* insured hereby.

## 29 Theft Damage to Buildings

Where buildings are not insured under Item A (*Building(s)*), this Section extends to include *Damage* to buildings for which the *Insured* is legally responsible as a result of theft or attempted theft involving forcible and violent entry to or exit from buildings at the *Premises*. The liability of the *Insurers* under this Extension and this Policy shall not exceed the total *Sum Insured* by this Section in respect of any one *Occurrence*. If such *Damage* is insured elsewhere no liability shall be admitted by the *Insurers* under this Extension.

## 30 Trace and Access

In the event of *Damage* during the *Period of Insurance* resulting from escape of water or fuel oil from any tank, apparatus or pipe, this Section extends to costs necessarily and reasonably incurred by the *Insured* in locating the source of such *Damage*, and in the subsequent making good of *Damage* caused as a consequence of locating such source, up to an amount of £25,000 any one *Occurrence*.

## 31 Transfer of Interest

It is agreed that notwithstanding **General Condition 12 Insurable Interest** that, if at the time of *Damage* to any *Building(s)* insured by Item A of this Section, the *Insured* shall have contracted to sell their interest in such *Building(s)* and the purchase shall not have been completed but shall thereafter be completed, the purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the purchaser against such *Damage*, shall be entitled to the benefit of this Section so far as it relates to such *Damage*, without prejudice to the rights and liabilities of the *Insured* or the *Insurers* under this Section, but only up until the date of completion.

### 32 Tree Felling and Lopping

This Section extends to include the costs necessarily and reasonably incurred by the *Insured* with the consent of the *Insurers* in the lopping or removal of trees, at the *Premises*, for which the *Insured* is responsible following *Damage* insured hereunder; always provided that:

- a such tree(s) was/were not deemed to have been in an unsafe condition and a threat to life or *Property Insured* immediately prior to such *Damage*;
- b the *Insurers* shall not pay for any:
  - i costs solely incurred by the *Insured* to comply with a tree preservation order;
  - ii legal or public or local authority costs involved in removing any tree(s).
- c the *Insurers*' liability under this Extension is limited to £5,000 in respect of any one *Occurrence*.

### 33 Unauthorised Use of Electricity, Gas or Water

This Section is extended to include the cost of metered electricity, gas or water for which the *Insured* is legally responsible arising from its unauthorised use by persons taking possession of or occupying the *Premises* without the *Insured's* authority; always provided that:

- a the *Insurers*' maximum liability under this Extension shall not exceed £10,000 any one *Occurrence*, subject to a maximum amount of £25,000 in the aggregate during the *Period of Insurance*;
- b the *Insured* shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

### 34 Workmen

Workmen shall be allowed on the *Premises* for the purpose of carrying out minor repairs, decorations or alterations without prejudice to this Insurance.

### 35 Items Left in the Open

The insurance of Item B (*Contents*) extends to include cover for *Damage* insured hereby to the following property left in the open within the boundaries of the *Premises* or other contract site at which the *Insured* is working in the course of its *Business*, and for the *Sums Insured* specified below:

- 1 external heating, lighting and security equipment, other than CCTV equipment affixed to any *Building(s)*, up to £5,000 any one *Insured's Premises* or contract site;
- 2 fixtures and ornaments in the grounds, up to £5,000 any one *Insured's Premises* or contract site; and
- 3 groundsmen's equipment (being mechanically or electrically propelled machinery or equipment, and other items designed to be trailed, driven or powered by such machinery or equipment), up to £5,000 any one *Insured's Premises* or contract site, provided that:
  - a when unattended such *Premises* or contract sites are left securely locked; and
  - b groundsmen's equipment is either left immobilised and/or left inside a locked and secured building and/or left in a secure and locked compound within the *Premises* or contract site; and
  - c a written record is kept of all such equipment; and
  - d if such groundsmen's equipment is hired in by the *Insured*, it shall be subject to Construction Plant Hire Association Conditions of Contract or similar effect;
  - e the *Insured* shall bear the first £500 of each and every loss at any one *Premises* or contract site.

### 36 Contents and Computer Equipment away from the Premises

Cover in respect of *Contents* and *Computer Equipment* extends to include cover as if such items were insured under Section 3 Specified Business Equipment All Risks of this Policy (and subject to the terms, conditions and limitations of Section 3) whilst temporarily away from the *Premises* and within the *Territorial Limits* for continuous periods not exceeding 14 (fourteen) days, up to a *Sum Insured* of £250 any one item and subject to maximum *Sums Insured* of £5,000 in all at any one time and during the *Period of Insurance*.

### 37 Seasonal Variations in Stock Sums Insured

The *Sum Insured* stated in the *Schedule* applicable to *Stock In Trade* is subject to a seasonal increase of up to 25% (twenty five percent) of the amount(s) stated in the *Schedule*;

- a for 1 (one) period of a duration of up to 60 (sixty) consecutive days in each *Period of Insurance*;
- b for a period of 15 (fifteen) days preceding and including:
  - i any Bank or Public Holidays;
  - ii any *Business Event* or *Fundraising*and for a period of 15 (fifteen) days thereafter other than occurring in the period in a above.

### 38 Works of Art

Notwithstanding Section 1 Exclusions 16 – Excepted Property Item a.i., the insurance of Item B (*Contents*) extends to include cover for *Damage* insured hereby to works of art arising from any accidental cause other than a *Defined Peril*.

The *Insurers*' liability under this Extension is limited to £5,000 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one *Occurrence* and in all during the *Period of Insurance*.

### 39 Documents, Manuscripts and Business Books

Unless specifically mentioned in the *Schedule*, the insurance of Item B (*Contents*) extends to include cover for *Damage* insured hereby to *Documents*, manuscripts and business books in respect of the value of the materials as stationery, together with the cost of the clerical labour expended in reproducing such documents, manuscripts and business books.

The *Insurers*' liability under this Extension is limited to £10,000 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one *Occurrence* and in all during the *Period of Insurance*.

### 40 Computer Records

Unless specifically mentioned in the *Schedule*, insurance of Item B (*Contents*) extends to include cover for *Damage* insured hereby to *Data* in respect of the value of the *Data Media*, together with the cost of the clerical labour and time expended in reproducing such *Data* held within (excluding any expenses in connection with the production of information to be recorded). The *Insurers*' liability under this Extension is limited to £25,000 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one *Occurrence* and in all during the *Period of Insurance*.

### 41 Patterns, models, moulds, plans and designs

Unless specifically mentioned in the *Schedule*, insurance of Item B (*Contents*) extends to include cover for *Damage* insured hereby to patterns, models, moulds, plans and designs in respect of the value of the materials, together with the cost of the labour expended in reinstatement.

The *Insurers*' liability under this Extension is limited to £25,000 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one *Occurrence* and in all during the *Period of Insurance*.

### 42 Wines, Spirits, Cigarettes and Tobacco Goods

Unless specifically mentioned in the *Schedule*, insurance of Item B (*Contents*), and Item C (*Stock in Trade*) extends to include cover for *Damage* insured hereby to wines, spirits, cigarettes and tobacco goods.

The *Insurers*' liability is limited to £1,000 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one *Occurrence* and in all during the *Period of Insurance* in respect of any one *Insured's Premises* or contract site.

### 43 Closed Circuit Television and Security Alarm Equipment

The insurance of Item B (*Contents*) extends to include cover for *Damage* insured hereby to closed circuit television and security alarm equipment affixed to *Building(s)* at the *Premises*.

The *Insurers*' liability under this Extension is limited to £10,000 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one *Occurrence* and in all during the *Period of Insurance* in respect of any one *Insured's Premises* or contract site.

#### 44 Personal Effects

The insurance of Item B (*Contents*) extends to include cover for *Damage* insured hereby to personal effects (including tools, clothing and pedal cycles) of:

- a non-resident *Employees*, or *Trustees*, *Directors* or *Officers*, or *Service Users* and visitors. The *Insurers'* liability under this Extension is limited to £1,000 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one *Occurrence* and in all during the *Period of Insurance* in respect of any one person; and
- b resident *Employees*, or *Trustees*, *Directors* or *Officers*, or *Service Users*. The *Insurers'* liability under this Extension is limited to £1,000 (or as otherwise stated in the *Schedule* or by endorsement thereto) in respect of any one item and to £2,500 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one *Occurrence* and in all during the *Period of Insurance*.

#### 45 Hired-in Property and Property on Loan

This Section extends to include cover for loss, damage or destruction insured hereby, to property which is hired-in or on loan to the *Insured* and which is in the custody and control of the *Insured* at the *Premises* and for which the *Insured* is responsible.

The *Insurers'* liability under this Extension is limited to £2,500 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one item and to £10,000 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one *Occurrence* and in all during the *Period of Insurance*.

#### 46 Invasive Non-native Plant Species

This Section extends to include cover for the reasonable costs for which the *Insured* are responsible, with the *Insurer's* prior consent, of eradicating the presence of invasive non-native plant species from the *Premises* insured under this Policy and to safely dispose of the waste in accordance with the provisions under the Environmental Protection Act 1990 (Duty of Care) Regulations 1991 or any subsequent amending legislation. The *Insurer*:

- a shall not be liable for more costs in excess of £2,500 any one *Occurrence* and in all during the *Period of Insurance*, and subject to an *Excess* of £350 for each of the *Premises* insured;
- b shall not be liable in respect costs for the removal of any invasive non-native plant species the presence of which was known to the *Insured* prior to the purchase or lease of the *Premises*, or prior to the inception of this Policy;
- c the *Insured* shall notify the *Insurer* of the presence of any invasive non-native plant species within 30 days of its discovery

#### 47 Contract Works

This Section extends to include cover for where the *Insured* have entered into a contract or agreement for the extension, alteration or refurbishment of any of the *Premises* insured under this Policy, for contract works by each Item on *Building(s)*, including unfixated materials on site, where required by contract conditions and the *Insurer's* note the interest of the contractor and sub-contractor as specified in the contract where such interests are required.

The maximum amount the *Insurer* will pay under this Extension is £250,000 subject to an *Excess* of £500.

For the purposes of this Extension, contract works include temporary or permanent works completed or to be completed by or on behalf of the *Insured* at the *Premises*.

If the *Insured* require cover for any contract in excess of this amount you must give the *Insurer* prior notification including details of the contract price and details of the nature of the works to be carried out, contract conditions, contract period and contract price. This will be subject to the *Insurer's* specific agreement in writing and the *Insured's* agreement to pay the *Insurer* the additional premium required in respect of each individual contract to which this Extension applies. The *Insurer* shall not be liable where a more specific insurance policy is in force.

#### 48 Archaeological Rescue Costs

This Section extends to include the costs necessarily and reasonably incurred by the *Insured* with the consent of the *Insurers* in respect of costs related to compulsory archaeological investigations. The liability of the *Insurers* shall not exceed £100,000 in any one *Period of Insurance* and the *Excess* as stated in the *Schedule* is limited to £250.

#### 49 Incompatibility of Computer Records

This Section extends to include:

- a the cost of modifying the *Computer Equipment* insured under this Policy; or
  - b the cost of replacing the *Computer Equipment* together with reinstatement of *Data* whichever is the lesser;
- where such costs are incurred as a result of *Damage* insured under this Policy to achieve equivalent compatibility with that existing immediately prior to the loss due to undamaged data carrying materials being incompatible with the replacement *Computer Equipment*; provided always that:
- i the replacement *Computer Equipment* is the nearest equivalent to that lost or damaged;
  - ii the liability of the *Insurers* shall not exceed £50,000 in any one *Period of Insurance*.

#### 50 Repair Investigation Costs

The *Insurers* will pay for costs (including consulting engineers' fees) incurred with the prior written consent of the *Insurers* in conducting investigations and/or tests into possible repair (whether or not successful), replacement or reinstatement of *Computer Equipment* following *Damage* insured by this Policy. The *Insurers* shall not be liable under this coverage for fees incurred in preparing a claim under this Policy. The liability of the *Insurers* shall not exceed £25,000 in any one *Period of Insurance*.

#### 51 Environmental Repairs

This Section extends to include cover for the additional costs of reinstatement incurred with the *Insurer's* prior written consent following *Damage* for the purpose of improving energy efficiency of any *Building(s)* at the *Premises* in rebuilding or repairing such *Property Insured* following *Damage* insured by this Policy.

The *Insurers* shall not be liable for:

- a costs of complying with an EU legislation, Act or Parliament or any bye-laws of local authorities;
- b costs relating to work or improvements planned prior to the *Damage*;
- c any *Premises* or *Building(s)* which are *Unoccupied*;
- d if the *Insured* elect not to rebuild the *Premises* or *Building(s)*;
- e the first £10,000 of any additional costs;

The liability of the *Insurers* shall not exceed £50,000 in any one *Period of Insurance*.

#### 52 Resilient Repairs

This Section extends to include cover for the additional costs of reinstatement incurred with the *Insurer's* prior written consent following *Damage* for the purpose of improving the resilience of the *Property Insured* to prevent or mitigate the risk of any future loss, or damage, including but not limited to:

- a modifying design and/or materials;
- b relocating equipment;
- c obtaining appropriate expert advice;

in rebuilding or repairing such *Property Insured* following *Damage* insured by this Policy.

The *Insurers* shall not be liable for:

- a costs of complying with an EU legislation, Act or Parliament or any bye-laws of local authorities;
- b costs relating to work or improvements planned prior to the *Damage*;
- c any *Premises* or *Building(s)* which are *Unoccupied*;
- d any additional costs where funds are available from any public authority;
- e any charge or assessment arising from capital appreciation following any improvement in the *Property Insured*; or
- f the first 25% of any additional costs;



The liability of the *Insurers* for any one *Occurrence* shall not exceed £50,000 or 10% of the *Damage* before application of this extension, and £100,000 in any one *Period of Insurance*.

### 53 Waste Electrical and Electronic Equipment Disposal

This Section extends to include additional costs necessarily and reasonably incurred by the *Insured* in complying with the Waste Electrical and Electronic Equipment Disposal Regulations in respect of *Property Insured*. The liability of the *Insurers* shall not exceed £25,000 in any one *Period of Insurance*.

## Section 1 | Special Extensions

Each Special Extension shall only apply if stated as 'Included' in the *Schedule*.

### 1 Day One Basis (Non Adjustable) Extension

The amounts shown as *Sum Insured* in respect of Item A (*Building(s)*) and Item B (*Contents*) in the *Schedule* represent the Declared Values of such Items it being understood and agreed that in the event of *Damage* such *Sums Insured* shall be uplifted by 25% (twenty five percent) in accordance with and subject always to the provisions of this Extension.

Day One Basis (Non Adjustable) applicable to Item A (*Building(s)*) and Item B (*Contents*) unless otherwise stated in the *Schedule*:

- a The *Insured* having stated in writing the Declared Value incorporated in each Item to which this Special Extension applies, the *Premium* has been calculated accordingly. Declared Value shall mean the *Insured's* assessment of the cost of reinstatement of the *Property Insured* arrived at in accordance with paragraph a of **Section 1 Clause 3 (Replacement or Reinstatement)** at the level of cost applying at the inception of the *Period of Insurance* (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the Item provides, due allowance for:
  - i the additional cost of reinstatement to comply with Public Authority requirements;
  - ii *Professional Fees*; and
  - iii *Debris Removal*.
- b At the inception of the *Period of Insurance* the *Insured* shall notify the *Insurers* of the Declared Value of the *Property Insured* by the said Item. In the absence of such declaration the last amount declared by the *Insured* shall be taken as the Declared Value for the ensuing *Period of Insurance*.
- c Notwithstanding any General Condition or Endorsement to the contrary, the following wordings shall apply to the **Special Provision to Section 1 Clause 3 (Replacement or Reinstatement)**, paragraph d of which is restated as follows:
  - d Each Item insured under this Extension is declared to be separately subject to the following condition of Average: If at the time of *Damage* the Declared Value of the *Property Insured* covered by such Item is less than the cost of reinstatement (as defined in paragraph a of Section 1 Clause 3 (Replacement or Reinstatement)) at the inception of the *Period of Insurance* then the *Insurers'* liability for any *Damage* hereby insured shall be limited to that proportion thereof which the Declared Value bears to the cost of reinstatement.

Where by reason of any of the Section Extensions, no payment is to be made beyond the amount which would have been payable under this Policy if this Special Extension had not been incorporated therein the rights and liabilities of the *Insurers* and the rights and liabilities of the *Insured* in respect of the loss, destruction or damage shall be subject to the limits, terms, conditions and exclusions of this Policy including any condition of Average therein, as if this Special Extension had not been incorporated therein except that the *Sums Insured* shall be limited to the percentage as stated herein.

- d The provisions of **Section 1 Extension 5 (Capital Additions, Alterations, Bequests, Donations and Prizes)** shall not be subject to this Special Extension.

### 2 Subsidence Extension

It is hereby understood and agreed that:

- 1 **Section 1 Exclusions 6 Subsidence** is deleted and of no further effect;
- 2 this Section is extended to include *Damage* caused by subsidence, landslip or ground heave of any part of the site on which the *Property Insured* stands, excluding *Damage*:
  - a resulting from:
    - i collapse, cracking, shrinkage or settlement of *Building(s)* or any part thereof;
    - ii coastal or river erosion;
    - iii defective design or workmanship or the use of defective materials, including inadequate construction of foundations;
    - iv settlement or movement of made up ground;
    - v the normal settlement or bedding down of new structures;
  - b to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences, unless specifically insured hereunder where such *Damage* also affects the structure of the *Building(s)* insured herein against such *Damage*;
  - c which originated prior to the inception of this cover;
  - d resulting from:
    - i demolition, construction, structural alteration or repair of any *Building(s)*;
    - ii groundworks or excavation;at the same *Premises*.

#### Special Conditions applicable to this Special Extension 2

- i It is a condition that the *Insured* shall notify the *Insurers* immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
- ii The *Insurers* shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

### 3 Index-Linking Extension

The following Extension applies automatically to this Policy unless the *Insured* has requested (and *Insurers* have confirmed) its deletion in writing.

It is agreed that the following *Sums Insured* under **Section 1 – Property Damage All Risks** will be indexed each month in line with indices selected by the *Insurers*.

The *Insurers* will not charge an extra premium for any monthly increase, but at each renewal the premium will be calculated using new *Sums Insured* which in *Insurer's* opinion (only) reflect the effect of such indices on the *Sums Insured*; should the index fall below zero the *Insurers* will not reduce the *Sums Insured* unless requested by the *Insured*, and agreed by *Insurers*, in writing.

### 4 Waiver of Average

The *Insurers* will not make any adjustment for Average irrespective of **Section 1 Clauses 3 Replacement or Reinstatement**, and **Section 1 Special Extensions - 1 Day One Basis (Non Adjustable) Extension** provided always that:

- a the *Insured* have taken all reasonable steps to ensure that all *Sums Insured* are adequate and sufficient;
- b the *Insured* have obtained a valuation for any *Building(s)*, including costs in respect of *Debris Removal* and *Professional Fees* from a Royal Institute of Chartered Surveyors professional or other professional agreed by the *Insurer* within the three years prior to the date of the *Damage*;
- c the *Insured* have obtained a valuation for any *Contents*, *Computers*, *Stock in Trade* or other *Property Insured* including costs in respect of *Debris Removal* and *Professional Fees* from a professional valuation service or other such organisation or person agreed by the *Insurer* within the three years prior to the date of the *Damage*, and;
- d all *Sums Insured* have been adjusted in line with such valuations, and;
- e all *Sums Insured* have been subject to increase following the terms of **Section 1 Special Extensions – 3 Index-Linking Extension**.

# Part A – Commercial Combined

## Section 2 | Business Interruption All Risks Including Cancellation Expenses

### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 2 – Business Interruption All Risks**

### Terrorism

means:

- 1 in respect of *Damage* occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto;
- 2 in respect of *Damage* occurring in any territory not specified in 1 above, any act or acts including but not limited to:
  - i the use or threat of force and/or violence; and/or
  - ii harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

### The Cover

The *Insurers* will indemnify the *Insured* against *Consequential Loss* arising from any *Incident* occurring during the *Period of Insurance* and subject always to the *Excess* and the limits, terms, conditions and exclusions of this Section and the Policy.

Provided that:

- 1 at the time of the occurrence of the *Incident* there shall be in force an insurance covering the interest of the *Insured* in the *Property Insured* at the *Premises* or in respect of **Section 3 Specified Business Equipment All Risks** the items of *Property Insured* whilst within the *Territorial Limits* as stated in the *Schedule*, against such loss or damage; and
- 2 i payment shall have been made or liability admitted therefore, or  
ii payment was not made or no liability admitted, solely due to the *Excess* or any deductible being greater than any settlement.

The *Insurers* will also indemnify the *Insured* in respect of *Auditor's Fees*, subject to the *Sum Insured* as stated in the *Schedule*.

### Limit of Liability

The liability of the *Insurers* under this Section shall not exceed the total *Sum Insured* or the *Sum Insured* in respect of any individual item or any other limit of liability stated herein or in the *Schedule*.

The liability of the *Insurers* under this Section as a result of any loss, damage, destruction, distortion, erasure, corruption or alteration of *Data* or loss of use, reduction in functionality, cost or expense of whatsoever nature resulting therefrom, shall not exceed £50,000 in respect of any one *Period of Insurance*.

### The Excess

The *Insurers* shall not indemnify the *Insured* for the amount of the *Excess*.

## Section 2 | Exclusions

The *Insurers* shall not indemnify the *Insured* for *Consequential Loss* arising directly or indirectly from:

### 1 Defective design or workmanship, depreciation, or gradually operating changes

*Damage* caused directly by or consisting of:

- a inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in the water table level, its own faulty or defective design or materials;
- b faulty or defective workmanship, operational error or omission on the part of the *Insured* or any *Person Employed*;
- c the operation of machinery, plant, apparatus or equipment unless in accordance with the manufacturers' instructions or specification;
- d the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the *Insured*;

but this shall not exclude *Consequential Loss* arising from subsequent *Damage* which itself results from a cause not otherwise excluded.

### 2 Changes in environment

*Damage* caused directly by or consisting of:

- a corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light, marring, scratching, vermin or insects;
- b change in temperature, colour, flavour, texture or finish;
- c nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;

but this shall not exclude:

- i such *Consequential Loss* arising from *Damage* which itself results from a *Defined Peril* or from any other cause not otherwise excluded;
- ii subsequent *Consequential Loss* which itself results from a cause not otherwise excluded.

### 3 Mechanical or electrical breakdown

*Damage* caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates, but this shall not exclude:

- a loss of, or damage to, surrounding property not forming part of the same machine, apparatus or equipment;
- b such *Consequential Loss* which itself results from a *Defined Peril* or from any other cause not otherwise excluded;
- c subsequent *Consequential Loss* which itself results from a cause not otherwise excluded.

### 4 Theft without forcible or violent entry

*Damage* to *Contents* or *Stock in Trade* in respect of any one item greater than £25,000 in value caused directly by or consisting of theft or attempted theft unless:

- a involving forcible and violent entry to or exit from *Building(s)* at the *Premises*; or that portion of the *Building(s)* where such *Damage* occurs
- b involving assault or violence, or threat of assault or violence, to any *Person Employed* or members of their families or any other person lawfully on the *Premises*.

### 5 Theft of property in the open

*Damage* caused directly by or consisting of theft or attempted theft from yards, gardens, open spaces or *Outbuildings*, except *Consequential Loss* arising directly or indirectly from *Damage* covered under **Section 1 Extensions 35 Items Left In The Open** or specifically stated as insured in the *Schedule*.

## 6 Subsidence

Damage caused directly by or consisting of:

- a subsidence, ground heave or landslip, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- b normal settlement or bedding down of new structures.

## 7 Fraud or Unexplained disappearance

Damage caused directly by or consisting of:

- a acts of fraud or dishonesty on the part of the *Insured* or any *Insured Person*, members of their families or any other person to whom *Property Insured* has been entrusted;
- b unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information, or clerical error.

## 8 Collapse or cracking

Damage in respect of buildings or structures caused directly by their own collapse or cracking unless such *Consequential Loss* arises directly from *Damage* resulting from a *Defined Peril* and not otherwise excluded.

## 9 Adverse weather

Damage caused by wind, rain, hail, sleet, snow, flood or dust to:

- a moveable property in the open or in open sided buildings or contained in *Outbuildings*;
  - b fences and gates;
- except where caused by falling trees.

## 10 Application of heat

Damage

- a to *Property Insured* caused directly by fire resulting from it undergoing any process involving the application of heat;
- b to that portion of the *Property Insured* caused by its own self-ignition, leakage of electricity, short-circuiting or over-running.. but the *Insurers* shall be liable for *Consequential Loss* arising directly from *Damage* to any other apparatus or fittings in consequence of such fire if insured under [Section 1 Property Damage All Risks](#).

## 11 Process

Damage (other than by fire) resulting from its undergoing:

- a any process of production or packing;
  - b any process of treatment, testing, commissioning, cleaning, servicing, repair or other process;
- but this shall not exclude loss of or damage to surrounding property not forming part of:
- i the same machine;
  - ii the same process of production;
  - iii the same process of packing, treatment, testing, commissioning, cleaning, servicing, repair or other process.

## 12 Unoccupied Buildings

Damage caused directly by:

- a the escape of water from any tank, apparatus or pipe;
  - b malicious persons not acting on behalf of or in connection with any political organisation, other than *Damage* caused directly by fire or explosion;
  - c theft or attempted theft;
- at any *Unoccupied Building(s)*.

## 13 Terrorism or civil commotion

Damage resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss

- a *Terrorism*;
- b civil commotion in Northern Ireland;
- c any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

In any action, suit or other proceedings where *Insurers* allege that any *Damage* results from *Terrorism* as defined above and is therefore not covered by this Section, the burden of proving that any such *Damage* is covered will be upon the *Insured*

## 14 Theft of external metalwork

Damage in excess of £25,000 during any *Period of Insurance*, caused directly by or consisting of the theft or attempted theft of external metalwork unless any such item(s) are protected by a forensic marking agreed by the *Insurer*.

## 15 Excepted Property

Damage to:

- a
  - i jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;
  - ii glass (other than *Glass*), china, earthenware, marble, statuary or other fragile or brittle objects;but this shall not exclude *Damage* caused by a *Defined Peril* and not otherwise excluded.
- b property in transit except as provided for in [Section 1 Extensions 20 Property at Business Events](#), [25 Temporary Removal](#), [26 Temporary Removal of Data](#) and [27 Temporary Removal of Documents](#).
- c
  - i vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - ii property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - iii working dynamos, motor wires, main or electrical apparatus through short circuiting, overrunning or excessive pressure;
  - iv land, roads, pavements, piers, jetties, bridges, culverts, or excavations;
  - v livestock, growing crops or trees;unless specifically mentioned in the *Schedule* as insured by this Section and is not otherwise excluded.

## 16 Computer Equipment

Damage to, or the failure of *Computer Equipment* but this shall not exclude *Consequential Loss* arising directly from *Damage* caused by a *Defined Peril*, theft or attempted theft or any other accidental loss or damage not otherwise excluded.

## 17 Property under construction

Damage to property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection unless specifically agreed by the *Insurer* subject to such *Consequential Loss* being caused by a *Defined Peril* and not otherwise excluded.

## 18 Deliberate acts of suppliers

the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services.

## Item A Gross Profit

The insurance under **Item A (Gross Profit)** is limited to loss of *Gross Profit* due to:

- 1 Reduction in *Turnover*; and
- 2 Increase in Cost of Working.

The amount payable by the *Insurers* as indemnity shall be:

- 1 In respect of Reduction in *Turnover*: the sum produced by applying the *Rate of Gross Profit* to the amount by which the *Turnover* during the *Indemnity Period* as stated in the *Schedule* shall, in consequence of the *Incident*, fall short of the *Standard Turnover*;
- 2 In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred by the *Insured* for the sole purpose of avoiding or diminishing the reduction in *Turnover* which, but for that expenditure, would have taken place during the *Indemnity Period* in consequence of the *Incident*, but not exceeding the sum produced by applying the *Rate of Gross Profit* to the amount of the reduction thereby avoided;

less any sum saved during the *Indemnity Period* in respect of such charges and expenses of the *Business* payable out of *Gross Profit* as may cease or be reduced in consequence of the *Incident*.

### Special Condition to Item A – Underinsurance

If the *Sum Insured* under this **Item A (Gross Profit)** is less than the sum produced by applying the *Rate of Gross Profit* to the *Annual Turnover* (or proportionate to a multiple thereof where the *Maximum Indemnity Period* exceeds 12 (twelve) months), the amount payable by the *Insurers* shall be proportionately reduced.

### Special Provisions to Item A – Gross Profit

- 1 If any standing charges of the *Business* are not insured by this Section (having been deducted in arriving at the *Gross Profit*), then, in computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the *Gross Profit* bears to the sum of the *Gross Profit* and the *Uninsured Working Expenses*.

## Item B Revenue

The insurance under **Item B (Revenue)** is limited to:

- 1 Loss of *Revenue*; and
- 2 Increase in Cost of Working.

The amount payable by the *Insurers* as indemnity shall be:

- 1 In respect of Loss of *Revenue*: the amount by which the *Revenue* during the *Indemnity Period* as stated in the *Schedule* shall, in consequence of the *Incident*, fall short of the *Standard Revenue*;
- 2 In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred by the *Insured* for the sole purpose of avoiding or diminishing the reduction in *Revenue* which, but for that expenditure, would have taken place during the *Indemnity Period* in consequence of the *Incident*, but not exceeding the amount of the reduction in *Revenue* thereby avoided;

less any sum saved during the *Indemnity Period* in respect of such charges and expenses of the *Business* as may cease or be reduced in consequence of the *Incident*.

## Item C Additional Expenditure

The insurance under **Item C (Additional Expenditure)** is limited to the additional expenditure necessarily and reasonably incurred by the *Insured* with the prior consent of the *Insurers* in consequence of the *Incident* in order to prevent or minimise the interruption of or interference with the *Business* during the *Indemnity Period* (including the cost of removal to and from temporary premises and expenses incidental thereto, increase in rents, rates and taxes, salaries of additional staff and overtime payments) but only in so far as such additional expenditure is not recoverable under any other Item of this Policy.

The limit of the *Insurers'* liability shall not exceed the *Sum Insured* by this Item as stated in the *Schedule*.

## Item D Outstanding Debit Balances

The insurance under **Item D (Outstanding Debit Balances)** is limited to loss of *Outstanding Debit Balances* incurred by the *Insured* following loss, destruction or damage as insured by this Section to the *Insured's* books of account or other *Business* books or records at the *Premises*, and the maximum liability in respect of any one *Occurrence* shall not exceed whichever is the lesser of the total of:

- a the difference between the *Outstanding Debit Balances* and the total of the amounts received or traced in respect thereof; and
- b the additional expenditure necessarily and reasonably incurred with the *Insurers'* prior consent for the sole purpose of tracing and establishing *Customers'* debit balances after the loss, destruction or damage;

or the *Sum Insured* stated in the *Schedule*, excluding any loss or expenditure arising from bad debts or erasure, distortion or corruption or deliberate falsification of *Business* records.

### Special Condition to Item D – Outstanding Debit Balances

The *Insured* shall maintain an up-to-date monthly record of all *Outstanding Debit Balances*, and shall either:

- a keep such record in fire-resisting safe(s) or fire-resisting cabinet(s) when not in use; or
- b keep a duplicate record in a building separate from that in which the working record is kept.

## Item E Loss of Rent Receivable

The insurance under **Item E (Loss of Rent Receivable)** is limited to:

- 1 Loss of *Rent Receivable*; and
- 2 Increase in Cost of Working.

The amount payable by the *Insurers* as indemnity shall be:

- a In respect of Loss of *Rent Receivable*: the amount by which the *Rent Receivable* during the *Indemnity Period* shall, in consequence of the *Incident*, fall short of the *Standard Rent Receivable*;
- b In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred by the *Insured* for the sole purpose of avoiding or diminishing the reduction in *Rent Receivable* which, but for that expenditure, would have taken place during the *Indemnity Period* in consequence of the *Incident*, but not exceeding the amount of the reduction in *Rent Receivable* thereby avoided;

less any sum saved during the *Indemnity Period* in respect of such charges and expenses of the *Business* payable out of *Rent Receivable* as may cease or be reduced in consequence of the *Incident*.

### Special Condition to Item E – Average

If the *Sum Insured* under this **Item E (Loss of Rent Receivable)** is less than the *Annual Rent Receivable* (or proportionate to a multiple thereof where the *Maximum Indemnity Period* exceeds 12 (twelve) months) the amount payable by the *Insurers* shall be proportionately reduced.

## Section 2 | Conditions

### 1 Accumulated Stock

In adjusting any loss, account shall be taken, and an equitable allowance made, if any reduction in *Turnover* due to the *Incident* is postponed by reason of the *Turnover* being temporarily maintained from accumulated stocks of finished goods.

### 2 Alternative Trading

If during the *Indemnity Period* as stated in the *Schedule*, goods shall be sold or services rendered elsewhere than at the *Premises* for the benefit of the *Business*, either by the *Insured* or by others on the *Insured's* behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the *Turnover* during the *Indemnity Period*.

### 3 Cessation of Business

This Section of the Policy shall be avoided if the *Business* is wound up or carried on by a liquidator, receiver or administrator or permanently discontinued unless this Section's continuance is agreed in writing by the *Insurers*.

### 4 Departmental Clause

If the *Business* is conducted in departments, the independent results of which are ascertainable, Increase in Cost of Working, Reduction in *Turnover*, Loss of *Revenue* or Reduction in *Rent Receivable* shall apply separately to each department affected by the *Incident*, except that if the *Sum Insured* by the said Item is less than the aggregate of the sums produced by applying the relevant Definition of the Item for each department of the *Business* (whether affected by the *Incident* or not), the amount payable by the *Insurers* shall be proportionately reduced.

### 5 Due Diligence

In the event of an *Incident* that may give rise to a claim under this Section, the *Insured* shall with due diligence take all steps that are reasonably practicable to avoid or minimise any interruption of or interference with the *Business*.

### 6 First Twelve Months Trading

In the event of a claim arising from an *Incident* occurring before the completion of the first 12 (twelve) months trading of the *Business* at the *Premises*, any terms in the Definitions referring to *Turnover*, or *Revenue* during a prior period of 12 (twelve) months shall be adjusted so as to apply to the *Turnover*, *Revenue* during the period from commencement of the *Business* to the date of the *Incident*.

### 7 Payments on Account

Payments on account shall be made by the *Insurers* to the *Insured* during the *Indemnity Period* if required.

### 8 Reinstatement of Limit

In the event of loss or losses occurring under this Section, it is hereby mutually agreed to reinstate the *Sum Insured* of the Item(s) affected to the full amount from the time of the occurrence of such loss or losses until expiry of this Insurance and that an additional premium (calculated at pro rata of the Insurance rate) from the date of such loss or losses to expiry of this Insurance, shall be paid by the *Insured* upon the amount of such loss or losses when such loss or losses is/are settled. However, the liability of the *Insurers* shall never exceed the *Sum Insured* in respect of any one loss.

### 9 Salvage Sale

If following an *Incident* giving rise to a claim under this Section the *Insured* shall hold a salvage sale during the *Indemnity Period*, Clause 1 of Item A (*Gross Profit*) shall for the purpose of such claim read as follows:

1 in respect of Reduction in *Turnover*: the sum produced by applying the *Rate of Gross Profit* to the amount by which the *Turnover* during the *Indemnity Period* (less the *Turnover* for the period of the salvage sale) shall in consequence of the *Incident* fall short of the *Standard Turnover* from which sum shall be deducted the *Gross Profit* actually earned during the period of the salvage sale.

### 10 Settlement

In the event of an *Incident* that may give rise to a claim under this Section,

- 1 to the extent that the *Insured* is accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.
- 2 for the purpose of any Definitions applicable to this Section, any adjustment implemented in current cost accounting shall be disregarded.
- 3 the undefined words in this Section shall have the meaning usually attached to them in the *Insured's* books and accounts.

## Section 2 | Extensions

For Items A (*Gross Profit*), B (*Revenue*), C (*Additional Expenditure*) and E (*Loss of Rent Receivable*)

Unless stated in the *Schedule* as 'Not Insured', or unless otherwise varied by the *Schedule* or any Endorsements hereto, the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy and subject to the total *Sums Insured* in respect of Items A (*Gross Profit*), B (*Revenue*) and C (*Additional Expenditure*) and E (*Loss of Rent Receivable*) stated in the *Schedule* or any Endorsements hereto. Nothing in the following Extensions shall be deemed to increase such total *Sums Insured* stated in the *Schedule* or any Endorsements hereto in respect of Items A (*Gross Profit*), B (*Revenue*), C (*Additional Expenditure*) and E (*Loss of Rent Receivable*). The amounts or limits stated below are inclusive of any amounts payable under the provisions of any Extensions stated in the *Schedule*

### 1 Denial of Access

This Section extends to include interruption of or interference with the *Business* in consequence of accidental loss, destruction or damage as insured by this Section to any property within 1 (one) mile of

- a the *Premises*;
- b any other premises within the *Territorial Limits* temporarily in use by the *Insured* in connection with the *Business* for *Business Activities* and *Business Events*;

which prevents or hinders the use of the *Property Insured* or access to such premises (whether or not the *Property Insured* or the premises suffer similar loss, destruction or damage). The *Insurers* shall not be liable for any claim in excess of £25,000 in respect of item a above (but £10,000 in respect of item b above) nor for any such interruption or interference which last for less than 12 hours unless otherwise stated in the *Schedule*.

### 2 Disease, Infestation and Defective Sanitation

This Section extends to include interruption of or interference with the *Business* commencing on the first day of any such interruption or interference in consequence of the occurrence at the *Premises* of:

- a a *Specified Disease* occurring at the *Premises* or within five miles of the boundary of the *Premises*,
- b any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from the *Premises*,
- c the discovery of an organism at the *Premises* which is likely to result in any person contracting an illness caused by food or drink poisoning or a *Specified Disease*,
- d
  - i the discovery of vermin or pests or
  - ii any accident causing defects in the drains or other sanitary arrangements, at the *Premises*,
- e any occurrence of murder, suicide or rape at the *Premises* which:
  - i restricts the use of or results in closure of the *Premises* on the order or advice of the competent authority and
  - ii directly results in a reduction in the *Revenue* or *Gross Profit* of the *Business*.

The maximum *Insurers* will pay in respect of any one *Period of Insurance* is £25,000 unless otherwise stated in the *Schedule*. The *Maximum Indemnity Period* is 3 months unless otherwise stated in the *Schedule*.

The *Insurers* shall not be liable for any:

- a costs incurred in cleaning, repair, replacement, recall or checking of property;
- b any *Specified Disease* not occurring at the *Premises* or within five miles of the *Premises*;
- c any food poisoning, vermin, pest, defective sanitation, murder, rape or suicide not occurring at the *Premises*;
- d outbreak of Legionellosis or Legionnaires Disease where the *Insured* have failed to comply with the Health and Safety Executive Approved Code of Practice and Guidance "Legionnaires' disease. The control of legionella bacteria in water systems" or any supplementary or amending Code of Practice.

### 3 Property Stored

This Section extends to include interruption of or interference with the *Business*, in consequence of accidental loss, destruction or damage to the *Property Insured* whilst stored anywhere in the *Territorial Limits* other than at any *Premises* in the occupation of the *Insured*. The *Insurers* shall not be liable for any claim in excess of 10% (ten percent) of the *Sum Insured* under this Section or £100,000 (unless otherwise stated in the *Schedule*) whichever is the lesser.

#### 4a Public Utilities – Providers' Premises

This Section extends to include interruption of or interference with the *Business* in consequence of accidental loss, destruction or damage to property at the premises of the following public utilities in the *Territorial Limits* and France from which the *Insured* obtains supplies or services:

- a any generating station or sub-station of the electricity supply undertaking;
- b any land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith;
- c any water works or pumping station of the water supply undertaking;
- d any land-based premises of the telecommunication undertaking;

from which the *Insured* obtains electricity, gas, water or telecommunication services.

The *Insurers* shall not be liable for any claim in excess of 10% (ten percent) of the *Sum Insured* under this Section or £25,000 (unless otherwise stated in the *Schedule*) whichever is the lesser.

The *Insurers* shall not be liable for total or partial failure occasioned by strike or lock-out, total or partial withdrawal of labour, or total or partial cessation of work.

The *Insurers* shall not be liable for any claim lasting more than 7 consecutive days for failure resulting from accidental means other than *Damage*.

#### 4b Public Utilities – Terminal Ends

This Section extends to include interruption of or interference with the *Business*, in consequence of the accidental failure in the *Territorial Limits* of:

- a the public supply of electricity at the terminal ends of the supply undertaking's service feeders at the *Premises*;
- b the public supply of gas at the supply undertaking's meters at the *Premises*;
- c the public supply of water at the supply undertaking's main stop cock serving the *Premises*;
- d the public supply of telecommunications services, other than satellite services, at the incoming line terminals or receivers at the *Premises*;

but excluding any failure:

- i which does not involve a cessation of supply for at least 24 (twenty-four) consecutive hours;
- ii caused by the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services;
- iii due to strikes or any labour or trade dispute or any industrial action;
- iv due to drought;
- v due to atmospheric or weather conditions, but this shall not exclude failure due to damage to equipment caused by such conditions.

Provided that:

- a the *Insurers* shall not be liable for any claim in excess of 10% (ten percent) of the *Sum Insured* by this Section or £25,000 (unless otherwise stated in the *Schedule*) whichever is the lesser;
- b the *Maximum Indemnity Period* under this Extension shall not exceed 12 (twelve) months.
- c the *Insurers* shall not be liable for any claim lasting more than 7 consecutive days for failure resulting from accidental means other than *Damage*

### 5 Specified Suppliers

This Section extends to include interruption of or interference with the *Business* in consequence of accidental loss, destruction or damage to property at the premises of the *Insured's* suppliers as specified by Endorsement to this Policy and situated within the *Territorial Limits*.

Under this Extension the premises or facilities of any supply undertaking from which the *Insured* obtains electricity, gas, water or telecommunication services shall not be deemed to be the premises of the *Insured's* suppliers, manufacturers or processors.

The *Insurers* shall not be liable for any claim in excess of the amount or percentage of the *Sum Insured* for *Item A (Gross Profit)* or *Item B (Revenue)* of this Section as stated in the *Schedule*.

### 6 Unspecified Customers

This Section extends to include interruption of or interference with the *Business* in consequence of accidental loss, destruction or damage to property at the premises of any of the *Insured's* Customers, other than as specified herein, within the *Territorial Limits*.

The *Insurers* shall not be liable for any claim amount in excess of 10% (five percent) of the *Sum Insured* under this Section or £100,000 (unless otherwise stated in the *Schedule*) whichever is the lesser.

### 7 Unspecified Suppliers

This Section extends to include interruption of or interference with the *Business* in consequence of accidental loss, destruction or damage to property at the premises of any of the *Insured's* suppliers, manufacturers or processors of components, goods or materials, other than as specified herein, within the *Territorial Limits*.

Under this Extension the premises or facilities of any supply undertaking from which the *Insured* obtains electricity, gas, water or telecommunication services shall not be deemed to be the premises of the *Insured's* suppliers, manufacturers or processors.

The *Insurers* shall not be liable for any claim amount in excess of 10% (five percent) of the *Sum Insured* under this Section or £100,000 (unless otherwise stated in the *Schedule*) whichever is the lesser.

### 8 Subsidence Extension

Where *Section 1 Property Damage All Risks Special Extension 2 Subsidence* is stated as 'Included' in the *Schedule*:

1 *Section 2 Exclusions 6 Subsidence* is deleted and of no further effect;

2 this Section is extended to include *Consequential Loss* arising directly from *Damage* caused by subsidence, landslip or ground heave of any part of the site excluding *Consequential Loss*:

a resulting from:

- i collapse, cracking, shrinkage or settlement of *Building(s)* or any part thereof;
- ii coastal or river erosion;
- iii defective design or workmanship or the use of defective materials including inadequate construction of foundations;
- iv settlement or movement of made up ground;
- v the normal settlement or bedding down of new structures;

b to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences, unless specifically insured hereunder where such an *Incident* also affects the

structure of the *Building(s)* insured herein against such loss, destruction or damage;

- c which originated prior to the inception of this cover;
- d resulting from:
  - i demolition, construction, structural alteration or repair of any *Building(s)*;
  - ii groundworks or excavation; at the same *Premises*.

#### Special Conditions applicable to this Extension 8

- a It is a condition that the *Insured* shall notify the *Insurer* immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
- b The *Insurer* shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

#### 9 Transit

This Section extends to include interruption of or interference with the *Business* in consequence of *Damage* as insured under **Section 1 Property Damage All Risks**, to the *Property Insured* whilst in transit by road, rail or inland waterway within the *Territorial Limits*. The *Insurers* shall not be liable for any claim in excess of £100,000 unless otherwise stated in the *Schedule*.

#### 10 Contract Sites

This Section extends to include interruption of or interference with the *Business* in consequence of accidental loss of or destruction of or damage to property as insured under **Section 1 Property Damage All Risks**, to any location within the *Territorial Limits* not in the occupation of the *Insured* where the *Insured* is carrying out a contract. The *Insurers* shall not be liable for any claim in excess of £5,000 unless otherwise stated in the *Schedule*.

#### 11 Fines and Damages

This Section extends to include fines or damages for breach of contract, and the amount payable as indemnity shall be such sums as the *Insured* is legally liable to pay and shall pay in discharge of fines or damages incurred, solely in consequence of an *Incident*, for non-completion or late completion of orders. The *Insurers* shall not be liable for any claim in excess of £5,000 unless otherwise stated in the *Schedule*.

#### 12 Action of Authorities

This Section extends to include loss resulting from interruption of or interference with the *Business*, in consequence of action by any competent authority following any danger or disturbance (including but not limited to terrorist bomb threat or hoax) requiring evacuation of the *Premises*, any such occurrence being deemed an *Incident*.

The *Insurers* shall not be liable for:

- a any *Incident* that does not involve loss, interruption of or interference with the *Business* of at least 12 (twelve) consecutive hours;
- b any *Incident* that occurs outside a one mile radius from the *Premises*;
- c any terrorist bomb threat occurring in Northern Ireland;
- d any *Incident* caused wholly or partly by the misconduct, neglect or omission of the *Insured*;
- e any action in controlling, preventing or hindering the occurrence or spread of any infectious disease, food poisoning, or other sanitary arrangements.

The *Insurer* shall not be liable for any claim in excess of £10,000 unless otherwise stated in the *Schedule*.

#### 13 Second Hand Stock in Trade

This Section extends to include loss resulting from interruption of or interference with the *Business*, in consequence of accidental loss of or destruction of or damage to or theft of second hand *Stock in Trade* provided that the *Insured* has declared *Sums Insured* under **Section 1 Property Damage All Risks** in respect of the *Premises* at or from which such *Stock in Trade* is lost, destroyed, damaged or stolen. The *Insurer* shall not be liable for any claim in excess of £25,000 unless otherwise stated in the *Schedule*.

#### 14 Key Person

This Section extends to include loss directly attributable to and resulting from interruption of or interference with the *Business*, in consequence of the death of any patron of the *Insured* during the *Indemnity Period*. No cover shall attach hereunder in respect of:

- a losses covered elsewhere under this or any other Policy;
- b any claim in excess of £10,000, or for an *Indemnity Period* exceeding 12 (twelve) months, unless otherwise specifically stated in the *Schedule*
- c any patron aged 76 years or more at the commencement date of the *Period of Insurance*

#### 15 Loss of Attraction

This Section extends to include *Consequential Loss* arising directly from an identifiable interruption of or interference with the *Business* during the *Indemnity Period* attributable to and resulting from damage to property within 1 (one) mile of the *Premises* whether there is *Damage to Property Insured* at the *Premises* or not. The *Insurer* shall not be liable for

- a any claim in excess of £10,000 (unless otherwise stated in the *Schedule*);
- b any payment under this Extension where the same interruption of or interference with the *Business* has resulted in, or would otherwise result in, any payment under **Section 2 Business Interruption All Risks Extensions 1 Denial of Access**
- c any interruption or interference which last for less than 12 hours.

The *Maximum Indemnity Period* is 3 months unless otherwise stated in the *Schedule*.

#### 16 Lottery winners

This Section extends to include *Consequential Loss* arising directly from an identifiable interruption of or interference with the *Business* as a result of one or more *Employees* terminating their employment during the *Indemnity Period* in direct consequence of their receiving a monetary win in the UK National Lottery Prize Draws including scratchcards, The Football Pools, EuroMillions Lottery, Irish National Lottery or UK Premium Bonds Prize draws, provided always that:

- a one or more *Employees* resign from their employment with the *Insured* within 14 days of the date of their monetary win;
  - b the amount won is in excess of £100,000 per *Employee*
- The *Indemnity Period* will mean the period beginning with the date of the occurrence of the monetary win and ending no later than the expiry of (one) month unless otherwise stated in the *Schedule*. The *Insurer* shall not be liable for any claim in excess of £50,000 unless otherwise stated in the *Schedule*.

#### 17 Essential Personnel

This Section extends to include loss resulting from the sole purpose of avoiding or diminishing any interruption of or interference with the *Business*, during the *Indemnity Period* in consequence of any *Trustee, Director or Officer* sustaining *Injury* not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause during the *Period of Insurance* which results in their death or will in all likelihood result in permanent disablement which entirely prevents the *Insured Person(s)* from engaging in their *Usual Occupation*. The *Insurer* shall not be liable for any claim in excess of £10,000 (unless otherwise stated in the *Schedule*). The *Maximum Indemnity Period* is 3 months unless otherwise stated in the *Schedule*.

## Section 2 | Special Extension

### Cancellation, Postponement, Abandonment and Relocation Costs

This Special Extension shall only apply if stated as 'Included' in the *Schedule*.

#### Definitions applicable to this Special Extension

##### **Cancellation**

means the inability to proceed with the *Special Event* prior to commencement.

##### **Illness**

means illness or disease (not resulting from *Injury*) contracted anywhere in the world.

##### **National Mourning**

means any day designated by the government as a day of national mourning and which is marked by mourning and memorial activities observed among the majority of a country's populace.

##### **Postponement, Abandonment or Relocation**

means the unavoidable deferment of the *Special Event* to another time, inability to complete the *Special Event* once commenced or unavoidable transfer of the *Special Event* to another venue.

##### **Principal Performer**

means a person whose role in a production is such that, in the reasonable opinion of the *Insurer*, their absence would result in the performance being unable to take place.

##### **Special Event**

means any conferences, exhibitions, fetes, trade fairs, special interest fairs and shows, car boot jumble and other sales, and other fundraising, educational and social events (including but not limited to dinners, dances, garden parties, themed parties, barbecues and coffee mornings, fun days, concerts amateur dramatic and music shows, film shows, quiz evenings, and treasure hunts) organised by the *Insured*.

##### **The Cover**

The *Insurer* will provide cover for the *Insured's* loss of expenditure, which is otherwise irrecoverable, less any recoveries and savings, following *Cancellation, or Postponement, Abandonment or Relocation*, of any planned *Special Event* anywhere in the *Territorial Limits* as a result of any cause outside of the *Insured's* control, in respect of:-

###### **1 Weather**

The *Insurer* will only provide cover for *Cancellation, or Postponement, Abandonment or Relocation*, of a planned *Special Event* caused by or due to adverse weather where it:

- a** is reasonably deemed by the *Insured* on the date of the *Special Event* to pose threat to the safety of those attending
- b** results in conditions that any local authority, government organisation or emergency and rescue services consider a threat to the safety of those attending the *Special Event*
- c** prevents the *Insured* from undertaking the necessary set up time to enable the *Special Event* to proceed because access to the *Special Event* venue is physically impossible or there is concern for safety of those responsible for set up.

###### **2 Cancellation due to Non-Appearance**

The *Insurer* will only provide cover for *Cancellation* of a planned *Special Event* as a result of the non-appearance of any *Principal Performer* of the company if:

- a** such non-appearance is as a direct consequence of *Illness* of, or *Injury* to, such *Principal Performer* which prevents them, on the advice of a registered medical practitioner, from performing in, or appearing at, any planned *Special Event*, and
- b** no suitable replacement is available.

##### Limit of Liability

The maximum the *Insurer* will pay in respect of any one *Special Event* shall not exceed the total limit of liability stated in the *Schedule*

##### Conditions

If in relation to any claim under this Special Extension, the *Insured* have failed to fulfil any of the following conditions, the *Insurer* will not pay that claim.

The *Insured* must

- 1** in the event of a loss, prove to the *Insurer's* reasonable satisfaction that the *Insured* have paid and are unable to recover the expenditure of a planned *Special Event* or the *Insured* are legally liable to pay such expenditure and are unable lawfully to avoid such liability;
- 2** ensure that any contracts in connection with the *Special Event* are in writing and duly executed;
- 3** observe and comply with the requirements of any law, ordinance, court or regulatory body; and
- 4** make all necessary arrangements for the successful fulfilment of the *Special Event*.

##### Exclusions

The *Insurer* will not provide cover in respect of :-

- 1 Cancellation, or Postponement, Abandonment or Relocation,**
  - a** caused by:
    - i** withdrawal, insufficiency or lack of finance in respect of the *Special Event* or inadequate sales or profits or anticipated profits arising from the *Special Event*;
    - ii** the *Insured's* failure to pay, financial failure or default, insolvency, bankruptcy, liquidation, winding up, administration or any arrangement with the *Insured's* creditors;
    - iii** inadequate response or support or withdrawal of support by any person, business or organisation or exhibitor other than those stated in **The Cover 2 Cancellation due to Non-Appearance**;
    - iv** any breach of contract by the *Insured* or the *Insured's* *Special Event* organiser;
    - v** labour disputes or industrial action;
    - vi** any public transport travel delays or cancellations;
    - vii** an illegal or unlawful act committed by the *Insured*, or any *Person Employed* or the *Insured's* *Special Event* organiser;
    - viii** any alterations to, variance or scheduled work to be carried out at the *Special Event* venue which renders the venue and its facilities unusable unless such alterations, variance or scheduled work were unknown by the *Insured* at the time of booking;
    - ix** the *Insured's* lack of due care or diligence; or
    - x** adverse weather in respect of
      - 1** outdoor or under canvas *Special Events* with over 500 people attending
      - 2** *Special Events* where the inability to conduct any firework display would result in the *Cancellation, or Postponement, Abandonment or Relocation* of the entire eventunless agreed by the *Insurer*
  - b** as a result of:
    - i** failure to organise necessary licences, authority to hold, permits, visas or other legal requirements prior to the *Special Event*;
    - ii** any restrictions imposed by any local authority or rescue or emergency services unless as stated under **The Cover 1 Weather b**;
    - iii** *National Mourning*; or
    - iv** any restrictions in movement of people or animals or imposition of quarantine due to a *Specified Disease* or any human infectious disease
- 2** the first 10% of each and every loss subject to a maximum of £1,000.
- 3** *Terrorism*.



**4** any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:

**a** any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome); or

**b** any mutation or variation of any virus or disease covered under (a) above, or any other disease caused by any such mutated or varied virus,

including, without limitation to the scope of the foregoing:

**i** any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in **a** or **b** above; or

**ii** any fear or threat of **a**, **b** or **i** above

# Part A – Commercial Combined

## Section 3 | Specified Business Equipment All Risks

### The Cover

The *Insurers* will indemnify the *Insured* against *Damage* to *Property Insured* occurring during the *Period of Insurance* and within the *Territorial Limits* as stated in the *Schedule*, including whilst in transit, and arising from any accidental cause not otherwise being excluded, subject always to the *Excess* and the limits, terms, conditions and exclusions of this Section and the Policy.

### Limit of Liability

The liability of the *Insurers* under this Section shall not exceed the *Sum Insured* in respect of any one Item or any other limit of liability as stated in the *Schedule*.

### The Excess

The *Insurers* shall not indemnify the *Insured* for the amount of the *Excess*.

## Section 3 | Exclusions

### 1 Defective design or workmanship, depreciation, or gradually operating changes

*Damage* caused directly by or consisting of:

- a inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in the water table level, its own faulty or defective design or materials;
  - b faulty or defective workmanship, operational error or omission on the part of the *Insured* or any *Person Employed*;
  - c the operation of machinery, plant, apparatus or equipment unless in accordance with the manufacturers' instructions or specification;
  - d the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the *Insured*;
- but this shall not exclude subsequent *Damage* which itself results from a cause not otherwise excluded.

### 2. Changes in environment

*Damage* caused directly by or consisting of:

- a corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light, marring, scratching, vermin or insects;
  - b change in temperature, colour, flavour, texture or finish;
  - c nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
- but this shall not exclude:
- i such *Damage* which itself results from a *Defined Peril* or from any other cause not otherwise excluded;
  - ii subsequent *Damage* which itself results from a cause not otherwise excluded.

### 3. Mechanical or electrical breakdown

*Damage* caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates, but this shall not exclude:

- a loss of, or damage to, surrounding property not forming part of the same machine, apparatus or equipment;
- b such *Damage* which itself results from a *Defined Peril* or from any other cause not otherwise excluded;
- c subsequent *Damage* which itself results from a cause not otherwise excluded.

### 4 Fraud or unexplained disappearance

*Damage* caused directly by or consisting of:

- a acts of fraud or dishonesty on the part of the *Insured* or any *Insured Person*, members of their families or any other person to whom *Property Insured* has been entrusted;
- b unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information, or clerical error;

### 5 Unattended vehicles

*Damage* arising directly from theft or attempted theft:

- i from any *Unattended Vehicle*;
- ii from any *Vehicle* or trailer which is left loaded between 2000 hours and 0800 hours unless in a locked building or in a locked or continuously supervised public garage or vehicle compound with locked gates, except where such *Damage* is less than £250. The onus of proving that the loss, destruction or damage did not occur between 2000 hours and 0800 hours shall be upon the *Insured*.
- iii of any trailer whilst away from the *Premises*, unless clamped by a wheel clamp or hitch lock; and
- iv any *Property Insured* kept on or in any open trailer whilst away from the *Premises* unless such property is appropriately secured to the trailer

### 6 Application of heat

*Damage*:

- a to *Property Insured* caused directly by fire resulting from it undergoing any process involving the application of heat;
- b to that portion of the *Property Insured* caused by its own self-ignition, leakage of electricity, short-circuiting or over-running, but the *Insurers* shall be liable for *Damage* to any other apparatus or fittings in consequence of such fire if insured under this Section.

### 7 Process

*Damage* (other than by fire) resulting from its undergoing:

- a any process of production or packing;
  - b any process of treatment, testing, commissioning, cleaning, servicing, repair or other process;
- but this shall not exclude loss of or damage to surrounding property not forming part of:
- i the same machine;
  - ii the same process of production;
  - iii the same process of packing, treatment, testing, commissioning, cleaning, servicing, repair or other process.

### 8 Unoccupied Buildings

*Damage* caused directly by:

- a the escape of water from any tank, apparatus or pipe;
  - b (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation;
  - c theft or attempted theft;
- at any *Unoccupied Building(s)*.

### 9 Consequential Loss

Delay, loss of market, loss of use or consequential loss or damage of any kind.

### 10 Terrorism or civil commotion

*Damage* to the *Property Insured* resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss

- a *Terrorism*;
- b civil commotion in Northern Ireland;
- c any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

### 11 Other insurance

*Damage* to property more specifically insured by the *Insured* or on the *Insured's* behalf

## Section 3 | Clauses

### 1 Replacement or Reinstatement

In the event of *Damage* to the *Property Insured*, the basis upon which the amount payable by the *Insurers* is to be calculated shall be the reinstatement of the *Property Insured* suffering *Damage*, subject to the limits, terms, conditions and exclusions of the Policy and to the following Special Provisions.

For the purpose of this Clause "reinstatement" shall mean:

- a where *Property Insured* is lost or destroyed, its replacement by similar property in a condition equal to but not better or more extensive than its condition when new;
- b where *Property Insured* is damaged, the repair of the *Damage* and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.
- c Where following *Damage*, the *Insurer* is unable to replace *Property Insured* of a like quality or kind, the *Insurer* will offer replacement property being as similar as possible, which shall not be considered for the purposes of assessing cover, to be better or more extensive than the damaged *Property Insured* when new.

#### Special Provisions for Clause 1

- a The work of reinstatement must be carried out and completed without undue delay; otherwise no payment shall be made beyond the amount which would have been payable in the absence of this Clause.
- b When any *Property Insured* is partially lost, damaged or destroyed, the liability of the *Insurers* shall not exceed the cost for reinstatement if such *Property Insured* had been wholly destroyed.
- c No payment shall be made until the cost of reinstatement shall have been actually incurred by the *Insured* otherwise no payment shall be made beyond the amount which would have been payable in the absence of this Clause.
- d *Property Insured* declared to be separately subject to Average:

Where by reason of any of the above Special Provisions, no payment is to be made by the *Insurers* beyond the amount which would have been payable under the Policy if these Special Provisions had not been incorporated herein, the rights and liabilities of the *Insurers* and the rights and liabilities of the *Insured* in respect of the *Damage* shall be subject to the limits, terms, conditions and exclusions of this Policy, including any condition of Average as if these Special Provisions had not been incorporated herein.

### 2 Average

If at the time of reinstatement the sum representing 85% (eighty five percent) of the cost which would have been incurred by the *Insured* in reinstatement if the whole of the *Property Insured* under the Item had been destroyed, exceeds the *Sum Insured* at the commencement of the *Damage*, then the *Insured* shall be considered as being their own *Insurers* for the difference between the *Sum Insured* and the sum representing the cost of reinstatement of the whole of the *Property Insured* and shall bear a rateable proportion of the loss accordingly

## Section 3 | Extensions

Unless otherwise stated in the *Schedule* the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1 Hired-in Property and Property on Loan

This Section extends to include cover for loss, damage or destruction insured hereby to property which is hired-in or on loan to the *Insured* and which is in the custody and control of the *Insured* and for which the *Insured* is responsible.

The *Insurers'* liability under this Extension is limited to £1,000 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one item and to £2,500 (or as otherwise stated in the *Schedule* or by Endorsement thereto) in respect of any one *Occurrence* and in all during the *Period of Insurance*.

### 2 Incompatibility of Computer Records

This Section extends to include:

- a the cost of modifying the *Computer Equipment* insured under this Policy; or
- b the cost of replacing the *Computer Equipment* together with reinstatement of *Data* whichever is the lesser;

where such costs are incurred as a result of *Damage* insured under this Policy to achieve equivalent compatibility with that existing immediately prior to the loss due to undamaged data carrying materials being incompatible with the replacement *Computer Equipment* provided that:

- i the replacement *Computer Equipment* is the nearest equivalent to that lost or damaged;
- ii the liability of the *Insurers* shall not exceed £50,000 in any one *Period of Insurance*.

### 3 Repair Investigation Costs

This Section extends to include costs, including consulting engineers' fees, incurred with the prior written consent of the *Insurer* in conducting investigations and/or tests into possible repair, whether or not successful, replacement or reinstatement of *Computer Equipment* following *Damage* insured by this Policy. The *Insurers* shall not be liable under this coverage for fees incurred in preparing a claim under this Policy.

The liability of the *Insurers* shall not exceed £25,000 in any one *Period of Insurance*.

### 4 Waste Electrical and Electronic Equipment Disposal

The *Insurers* will pay for any additional costs necessarily and reasonably incurred by the *Insured* in complying with the Waste Electrical and Electronic Equipment Disposal Regulations in respect of *Property Insured* under this Section of the Policy. The liability of the *Insurers* shall not exceed £25,000 in any one *Period of Insurance*.

## Section 3 | Special Extensions

Each Special Extension shall only apply if stated as 'Included' in the *Schedule*.

### 1 Index-Linking Extension

The following Extension applies automatically to this Policy unless the *Insured* has requested (and *Insurers* have confirmed) its deletion in writing.

It is agreed that the *Sums Insured* under this Section 3 – Specified Business Equipment All Risks will be indexed each month in line with the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by the *Insurers*.

The *Insurers* will not charge an extra premium for any monthly increase, but at each renewal the premium will be calculated using new *Sums Insured* which in *Insurers* opinion (only) reflect the effect of such indices on the *Sums Insured*; should the index fall below zero the *Insurers* will not reduce the *Sums Insured* unless requested by the *Insured*, and agreed by *Insurers*, in writing.

# Part A – Commercial Combined

## Section 4 | Terrorism

### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 4 – Terrorism**

### Computer System

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

### The Cover

The *Insurers* shall indemnify the *Insured* in respect of a *Covered Loss* during the *Period of Insurance* subject to the provisions set out below. Subject always to the limits, terms, conditions and exclusions of this Section and the Policy. In any action, suit or other proceedings where the *Insurers* allege that any claim hereunder is not covered by this Section of this Policy the burden of proving that such claim hereunder is covered shall be upon the *Insured*.

This Section is subject to all the Definitions, Conditions and Clauses of Sections 1, 2 or 3 where Sections 1, 2 or 3 are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail

### Limit of Liability

The liability of the *Insurers* under this Section in any one *Period of Insurance* shall not exceed the Limits of Liability or the Sum Insured for each of the Sections 1, 2 and 3.

## Section 4 Conditions

**1** The *Insurer* may cancel the cover provided by this Section by sending the *Insured* 30 days written notice to the *Insured's* last known address.

The *Insurer* will refund a proportionate part of any premium paid for the unexpired period provided that there has been no

- a** claim(s) made under this Section for which the *Insurer* has made a payment or which are still under consideration
- b** incident(s) which the *Insured* are aware of and are likely to give rise to a claim which has already been or is yet to be reported to the *Insurer*

during the current *Period of Insurance*.

If in relation to any claim the *Insured* have failed to fulfil any of the following conditions, the *Insurer* will not pay that claim.

**2** The *Insured* must

- a** declare to the *Insurer* all property and/or premises owned by the *Insured*, or for which the *Insured* are responsible, and, if applicable, all Business Interruption exposures, including all property and/or premises, Business Interruption of *Subsidiary* companies
- b** purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
  - i** such property and/or premises and
  - ii** such Business Interruption

unless the *Insurer* agrees otherwise in writing.

## Section 4 | Exclusions

The *Insurers* will not indemnify the *Insured* in respect of 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** unless and until the *Treasury* issues a certificate certifying the event or events in question to have been an *Act of Terrorism*, or, in the event of the *Treasury* refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the *Treasury* determines the event or events in question to have been an *Act of Terrorism*.

**3** directly or indirectly caused 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*;

in each case whether the *Insured's* 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*

### Proviso to Exclusion 3

**1** *Covered Loss* otherwise falling within Exclusion 3 of this Section will not be treated as excluded by Exclusion 3 solely to the extent that such *Covered Loss*:

- a** results directly (or, solely as regards **b.iii** below, indirectly) from
  - i** fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system);
  - ii** impact of aircraft or any aerial devices or articles dropped from them,
  - iii** 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,
  - iv** destruction of, damage to or movement of buildings or structures, plant or machinery other than any *Computer System*; and

**b** comprises:

- i** the cost of reinstatement, replacement or repair in respect of damage to or destruction of *Property* insured under any of the Sections 1, 2 or 3; or
- ii** the amount of business interruption loss suffered directly by the *Insured* by way of loss of or reduction in profit, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of *Property* insured under any of the Sections 1, 2 or 3 or as a direct result of denial, prevention or hindrance of access to or use of the *Property* insured under any of the Sections 1, 2 or 3 by reason of an *Act of Terrorism* causing damage to other *Property* within one mile of the *Property* insured under any of the Sections 1, 2 or 3 to which access is affected; or
- iii** 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 the *Insured* to avoid or diminish such loss; and

**c** is 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.

**2** For the purposes of this Proviso *Property* shall (additionally to those exclusions in the definition of *Property* below) exclude:

- a** any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and
- b** any *Data*.

**3** Notwithstanding the exclusion of *Data* from *Property*, to the extent that damage to or destruction of *Property* within the meaning of sub-paragraph **1b** above indirectly results from any alteration, modification, distortion, erasure or corruption of *Data*, because the occurrence of one or more of the matters referred to in sub-paragraph **1a** above 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 otherwise falling within sub-paragraphs **1a** and **1b** above from being recoverable under this Section. In no other circumstances however, will any loss or losses 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 Section.

# Part A – Commercial Combined

## Section 5 | Equipment Breakdown

### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 5 – Equipment Breakdown**

### **Accident**

means direct physical loss arising out of:

- 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* where the *Covered Equipment* is operating under steam or other fluid pressure and is owned or leased by the *Insured*, or operated under the *Insured's* control;
- d** any condition or event (not otherwise excluded), occurring inside *Covered Equipment*, operating under steam or other fluid pressure;
- e** any condition or event (not otherwise excluded), occurring inside hot water boilers or other water heating equipment;
- f** operator error.

### **Indemnity Period**

means the period beginning with the occurrence of the *Accident* and ending not later than the end of the *Maximum Indemnity Period* thereafter during which the results of the *Business* shall be affected in consequence of the *Accident*.

### The Cover

The *Insurers* agree to provide insurance for loss caused by or resulting from an *Accident* to *Covered Equipment* all being equipment owned by the *Insured* or for which the *Insured* is responsible:

- 1** at the *Premises* where **Section 1 Property Damage All Risks**;
- 2** within the *Territorial Limits* where **Section 3 Specified Business Equipment All Risks**;

is/are operative and such *Covered Equipment* is insured either in isolation or in conjunction with:

- 3** **Section 2 Business Interruption All Risks**, and;

is/are shown as *Insured* under the *Schedule* for the current *Period of Insurance*.

### Limit of Liability

The liability of the *Insurers* under this Section shall not exceed either the new replacement value of *Covered Equipment* or £5,000,000 (whichever shall be the lesser amount) in respect of any one *Accident* or series of *Accidents* arising out of one *Occurrence*.

### The Excess

Subject always to the *Excess* and the limits, terms, conditions and exclusions of this Section and the Policy. The *Excess* applicable under this Section is either the *Excess* applicable under **Section 1 Property Damage All Risks**, **Section 2 Business Interruption All Risks** or **Section 3 Specified Business Equipment All Risks** (as appropriate) as stated in the *Schedule*, or £250, whichever amount is the greater.

## Section 5 | Exclusions

The *Insurers* will not be liable for:

- 1** the *Excess*.
- 2** loss or *Damage* caused by or resulting from:
  - a** hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an insulation breakdown test of any type of electrical equipment, or caused by its own *Breakdown* or *Derangement* before the satisfactory completion of testing or commissioning;
  - b** loss due to solidification, biological activity or spontaneous chemical reaction in the contents of tanks.
- 3** loss or *Damage* recoverable under any maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of the *Insured's* obligations under the agreement.
- 4** loss or *Damage* arising from any defect, *Virus* or *Similar Mechanism* or any loss of data (other than as specifically provided for under **Extensions 2 Computer Equipment, Reinstatement of Data and Increased Costs of Working** of this Section, or other situation arising within *Data Media*).
- 5** in respect to **Section 2 Business Interruption All Risks**, delay in resuming operations due to the need to reconstruct or re-input data or *Software* on *Data Media* where the *Insured* has not fully complied with **Condition 2 Back Up Records** of this Section.
- 6** loss or *Damage* or any loss arising from programming errors or design defects in *Software*.
- 7** loss or *Damage* arising from the use of *Software* on which development has not been finalised or that has not passed all testing procedures and has not been successfully proven.
- 8** loss or *Damage* arising from an *Accident* to *Covered Equipment*, *Computer Equipment* or *Specified Portable Business Equipment* that is prototype, experimental or untried.
- 9** loss or *Damage* arising out of depletion, corrosion, erosion, wear and tear or other gradually developing conditions, scratching, denting, rust and oxidation, damp and mildew, but if loss or *Damage* from an *Accident* results, the *Insurers* shall be liable for that resulting loss or *Damage*.
- 10** loss or *Damage* arising from the wilful act or wilful neglect of the *Insured*.
- 11** loss or *Damage* arising from the failure of the *Insured* to comply with the manufacturers' recommendations for the storage of *Software* and *Data Media*.
- 12** the value to the *Insured* of data stored on the *Computer Equipment* or *Specified Portable Business Equipment*.
- 13** loss or *Damage* arising from the failure or fluctuation of the electricity supply directly or indirectly caused by:
  - a** a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system;
  - b** a scheme of rationing not necessitated by accidental damage to the generating or supply distribution equipment; or
  - c** the inability of the supplier to maintain the supply system as a result of industrial action.
- 14** loss or *Damage* arising as a result of the failure of any telecommunications system directly or indirectly caused by the:
  - a** use of equipment by the *Insured* that is not approved by the telecommunications supplier; or
  - b** deliberate act of any telecommunications supplier in withholding or restricting the operation of the telecommunications system or the inability of the supplier to maintain the telecommunications system caused by industrial action.

- 15 any professional or other fees incurred in making a claim.
- 16 loss or *Damage* arising as a result of the cleaning, servicing or repair of the *Covered Equipment*, *Computer Equipment* or *Specified Portable Business Equipment*.
- 17 consequential loss except as expressly provided for herein.
- 18 loss or *Damage* arising from:
  - a supporting structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;
  - b insulating or refractory material;
  - c sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
  - d water piping other than boiler feedwater piping, boiler condensate, return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system;
  - e vehicles, aircraft, floating vessels or any equipment mounted on such vehicle (other than vehicle recovery cranes or equipment), aircraft or floating vessel;
  - f mobile plant and equipment (other than fork lift trucks used by the *Insured* at their *Premises*) dragline, excavation or construction equipment;
  - g equipment manufactured by the *Insured* for sale;
  - h tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands, consumables and auxiliary materials, reagents, toner, coolant and extinguishing medium, development fluids, cassette ribbons, image and sound carriers, films, film/foil combinations, specially prepared paper and type face carriers, light sources, fuses, batteries, filters, cutters, bits, tools or any part requiring periodic renewal or replacement;
  - i any electronic equipment (other than *Computer Equipment* or *Specified Portable Business Equipment*), used for research, diagnostic, treatment, experimental or other medical or scientific purposes;
  - j any *Manufacturing Production or Process Equipment*;
  - k domestic laundry, kitchen, audio visual and home entertainment equipment when such equipment is used in private living quarters;
  - l equipment owned by tenants of the *Insured*;
  - m neon signs; or
  - n satellite equipment.

## Section 5 | Conditions

### 1 Precautions

The *Insured* shall exercise due diligence in:

- a complying with any statute or order;
- b ensuring that *Covered Equipment* is properly maintained and used in accordance with manufacturers' recommendations and in taking reasonable precautions to prevent loss or damage.

### 2 Back Up Records

The *Insured* shall maintain a minimum of 2 (two) generations of verified back-up computer records taken at intervals no less frequently than 48 (forty eight) hours, one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the makers' recommendations.

## Section 5 | Extensions

The following Extensions also apply to loss caused by or resulting from an *Accident* to *Covered Equipment* and where shown *Computer Equipment* or *Specified Portable Business Equipment*.

Unless otherwise stated in the *Schedule* the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1 Hazardous Substances

The *Insurers* shall be liable for the additional costs to repair or replace *Covered Equipment*, *Computer Equipment* or *Specified Portable Business Equipment* because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such property.

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

Additional costs mean those beyond what would have been required had no hazardous substance been involved.

The *Insurers* shall not be liable for more than £10,000 for loss or damage insured under this Extension of cover, including, if shown as covered loss resulting from interruption of or interference with the *Business* in consequence of accidental loss of or destruction of or damage to property as insured under this Section.

### 2 Computer Equipment, Reinstatement of Data and Increased Costs of Working

a The *Insurers* shall be liable under this extension for loss or damage caused by or resulting from an *Accident* to *Computer Equipment* or *Specified Portable Business Equipment*. The liability of the *Insurers* in any one *Period of Insurance* shall not exceed £250,000 in respect of damage to *Computer Equipment* or *Specified Portable Business Equipment* insured under this Extension, however, the *Insurers'* liability for *Specified Portable Business Equipment* shall not exceed £5,000 in respect of any one *Accident* and this cover shall apply only whilst the *Specified Portable Business Equipment* is within the *Territorial Limits*;

b In addition, the *Insurers* shall be liable for costs incurred in reinstating data lost or damaged in consequence of an *Accident* to or *Derangement* of *Computer Equipment* or *Specified Portable Business Equipment*.

Provided that:

- i liability is limited solely to the cost of reinstating data copied from previous generations onto *Data Media*;
- ii the *Insurers* shall not be liable for any losses discovered later than 6 (six) months after the loss was initiated;
- iii the liability of the *Insurers* shall not exceed £25,000 in respect of such costs;
- iv the *Insurers* shall not be liable for loss of or damage to *Software*;
- v the *Insurers* shall not be liable under this additional coverage for costs more specifically described under the *Increased Costs of Working* coverage.

c In addition, the *Insurers* will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the *Insured*. The total liability of the *Insurers* in any one *Period of Insurance* shall not exceed £25,000 in respect of such additional costs.

### 3 Business Interruption

Liability of the *Insurers* for loss as described under **Section 2 Business Interruption All Risks** that is caused by an *Accident* to *Covered Equipment* or an *Accident* to or *Derangement* of *Computer Equipment* or *Specified Portable Business Equipment* shall not exceed £30,000.

### 4 Public Authorities/Law or Ordinance

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

- a the *Insured's* actual expenditures for the cost to demolish and clear the site of undamaged parts;
- b the *Insured's* actual expenditures for increased costs to repair, rebuild or construct the *Building(s)*. If the *Building(s)* is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law;
- c loss as described under **Section 2 Business Interruption All Risks** caused by loss covered in a or b above.

The *Insurers* shall not be liable for:

- i any fine;
- ii any liability to a third party;
- iii any increase in loss due to a hazardous substance (other than as specifically insured under **Section 5 Extensions 1 Hazardous Substances**); or
- iv increased construction costs until the building is actually repaired or replaced.

This additional coverage is within and does not increase the *Sum Insured* shown in the *Schedule*.

## 5 Expediting Expenses

With respect to damaged *Covered Equipment*, *Computer Equipment* or *Specified Portable Business Equipment*, the *Insurers* shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement. The *Insurers* shall not be liable for more than £20,000 for loss or damage under this coverage.

## 6 Hire of Substitute Item

If *Covered Equipment*, *Computer Equipment* or *Specified Portable Business Equipment* is damaged as a result of an *Accident* the *Insurer* will also indemnify the *Insured* against the cost of hire charges actually incurred by the *Insured* 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.

The *Insurer* shall not be liable for more than £5,000 for loss or damage under this coverage.

## 7 Storage Tanks and Loss of Contents

The insurance under this Section extends to include *Damage* caused by an *Accident* to oil storage tanks or water tanks (other than sprinkler system tanks), including connected pipework belonging to the *Insured* or for which the *Insured* is 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 the oil storage tanks caused by or resulting from an *Accident*;
- including cleaning costs incurred as a result of such loss.

This additional coverage excludes:

- 1 loss caused by fire howsoever the fire may have been caused;
- 2 loss resulting from corrosion, erosion or wasting;
- 3 contamination of the contents resulting from:
  - a the natural settling, separation or accumulation of fluids or materials constituting the normal contents;
  - b the deliberate use of fluids or materials in the oil storage for cleaning, flushing or similar purposes;
- 4 loss sustained whilst oil storage tanks are in transit between premises;
- 5 costs or expenses arising from *Pollution or Contamination* of property not covered by this additional cover.

The *Insurers* shall not be liable for more than £7,500 for loss or damage under this coverage.

## 8 Loss Avoidance Measures

Reasonable costs necessarily incurred by the *Insured* to take exceptional measures to prevent or mitigate impending damage to *Covered Equipment*, *Computer Equipment* or *Specified Portable Business Equipment* as a result of an *Accident*.

Provided that:

- a damage would reasonably be expected if such measures were not implemented;

- b the *Insurers* are satisfied that *Damage* has been avoided or mitigated by means of the exceptional measures;
- c the amount payable will be limited to the cost of *Damage* which would have otherwise occurred;
- d the terms, conditions and exclusions of this Section and the Policy apply as if damage has occurred;
- e if *Damage* had occurred it would have resulted in a claim that would have been accepted by the *Insurers* under this Section of the Policy.

The *Insurers* shall not be liable for more than £5,000 for loss or damage under this coverage.

## 9 Damage to Own Surrounding Property

The *Insurers* shall be liable for damage to property belonging to or in the custody and control of the *Insured* and for which the *Insured* is responsible directly resulting from *Explosion* or *Collapse* of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel.

## 10 Repair Investigation Costs

The *Insurers* will pay for costs (including consulting engineers' fees) incurred with the prior written consent of the *Insurers* in conducting investigations and/or tests into possible repair (whether or not successful), replacement or reinstatement following an *Accident* insured by this Section of the Policy. The *Insurers* shall not be liable under this Extension for fees incurred in preparing a claim under this Policy.

The liability of the *Insurers* under this Extension shall not exceed £25,000 in any one *Period of Insurance*.

## 11. Loss of Interest

The *Insurers* will pay for loss of interest that the *Insured*:

- 1 would have earned on *Money* that would have been received; and/or
- 2 would not have incurred;

arising from identifiable transactions carried out, or would but for the *Accident* have been carried out, by the *Computer Equipment* or *Specified Portable Business Equipment* during the *Indemnity Period* solely in consequence of the occurrence of an *Accident* insured under paragraph c of **Extension 2 Computer Equipment, Reinstatement of Data and Increased Costs of Working** during the *Period of Insurance*.

The liability of the *Insurers* in respect of any one *Period of Insurance* shall not exceed £25,000;

## 12 Incompatibility of Computer Records

The *Insurers* will also pay the *Insured* in respect of:

- a the cost of modifying the *Computer Equipment* or *Specified Portable Business Equipment* insured under this Policy; or
- b the cost of replacing the data carrying materials together with reinstatement of data copied from previous generations whichever is the lesser;

where such costs are incurred as a result of *Damage* insured under this Policy to achieve equivalent compatibility with that existing immediately prior to the loss due to undamaged data carrying materials being incompatible with the replacement *Computer Equipment* or *Specified Portable Business Equipment*, provided that:

- i the replacement *Computer Equipment* or *Specified Portable Business Equipment* is the nearest equivalent to that lost or damaged;
- ii the amount payable under this Extension shall not exceed £50,000 in any one *Period of Insurance* which shall form part of and not be in addition to cover provided under **Section 5 Equipment Breakdown Extensions 2 Computer Equipment, Reinstatement of Data and Increased Costs of Working**
- iii any cost of reinstatement of data shall form part of and not be in addition to the limit provided under **Section 5 Equipment Breakdown Extensions 2 Computer Equipment, Reinstatement of Data and Increased Costs of Working** b iii

## Part A – Commercial Combined

### Section 6 | Money and Personal Accident Assault

#### Section 6A | Money

##### The Cover

The *Insurers* shall pay for:

- 1 the loss of current coinage and the other negotiable instruments listed in paragraph 1 of the **General Definitions** of *Money* up to the *Sum Insured* or Limits of Liability as stated in the *Schedule*, by any cause not otherwise excluded, whilst in:
  - a the *Building(s)* at the *Premises* during *Business Hours* ;
  - b transit within the *Territorial Limits* or in any bank night safe;
  - c a locked safe or strongroom, when outside *Business Hours*, provided the keys or any record of the safe combination are removed from the *Premises* and held in the personal custody of an authorised *Insured Person*;
  - d at the home of an *Insured Person*;
  - e the *Premises* outside *Business Hours* and not in a locked safe or strongroom;
  - f the personal custody of the *Insured* or an authorised *Insured Person* at *Business Events*; and
  - g any machine operated by coins, bank notes or credit and debit cards within the *Premises*;
- 2 the loss of crossed cheques and the other non-negotiable instruments listed in paragraph 2 of the **General Definitions** of *Money* up to the amount stated in the *Schedule* by any cause not otherwise excluded whilst within the *Territorial Limits*;
- 3 the cost of repair or replacement in the event of loss of, destruction of or *Damage* to safes, strongrooms, tills, cash registers, franking machines and special money-carrying cases if loss, destruction or *Damage* results from the theft or attempted theft of *Money*; or
- 4 losses arising from the fraudulent use by any unauthorised person, other than an *Employee*, of any credit or debit card issued to the *Insured* for use in the *Insured's Business* up to a limit of £1,000 in respect of any one *Occurrence* and £5,000 in the aggregate during the *Period of Insurance*; occurring during the *Period of Insurance* subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

##### Limit of Liability

The liability of the *Insurer* under **Section 6A Money** shall not exceed any *Sum Insured* or limit of liability as stated in the *Schedule* or any other limit of liability as stated herein.

##### The Excess

The *Insurer* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

#### Section 6A | Money Exclusions

The *Insurer* will not be liable for any loss of *Money*:

- 1 caused by fraud or dishonesty of any *Insured Person* or members of their families or households unless discovered and reported to the Police and the *Insurers* in writing within 14 (fourteen) days of the actual occurrence and provided the fraud or dishonesty of any *Insured Person* or members of their families or households is not more specifically insured elsewhere.
- 2 due to shortages from clerical or accounting errors or omissions, depreciation in value, currency fluctuation or consequential loss or any kind.
- 3 from an *Unattended vehicle*.
- 4 from the *Premises* outside of *Business Hours* unless all keys, duplicate keys and combination codes to safes, strongrooms, cash boxes, drawers or filing cabinets from which *Money* was taken were removed from the *Premises* at the time of loss.
- 5 whilst in the custody of any security company employed by the *Insured* unless specifically mentioned as included up to a limit of liability as stated in the *Schedule* and the security company is as agreed by the *Insurers*. However, security companies' contingency cover is granted hereunder in circumstances where loss of, destruction of or *Damage* to *Money* in the custody or control of a security company as agreed by the *Insurer* is not recoverable from such company subject always to the limits of liability as stated herein.
- 6 caused by or resulting from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer.
- 7 caused by or resulting from any form of payment which proves to be counterfeit, dishonoured, false, invalid, uncollectible, or irrecoverable for any reason.

#### Section 6A | Money Conditions

The *Insurer* will not be liable for any loss of *Money* unless:

- 1 outside *Business Hours*, the *Insured* ensure that any till or cash register on the *Premises* is left open and unlocked and empty of *Money*.
- 2 negotiable *Money* (as defined in sub-paragraph 1 of the **General Definitions** of *Money*) in transit in excess of £5,000 any one transit, must be accompanied in accordance with the amounts and number of persons detailed as follows:

<b>Amount in Transit</b>	<b>Minimum Accompaniment</b>
£5,001 to £7,500	by at least 2 persons
£7,501 to £10,000	by at least 3 persons
Over £10,000	by an independent specialist security company carrier
- 3 a complete record is kept of all *Money* held by the *Insured*
- 4 the *Insured* upon becoming aware of a loss of any credit card or debit card shall give immediate notice to the organisation which issued the card.



## Section 6A | Money Extensions

Unless otherwise stated in the *Schedule* the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1 Variations in Sums Insured prior to Business Events

The *Sum Insured* stated in the *Schedule* applicable to the loss of current coinage and the other negotiable instruments listed in paragraph 1 of the *General Definitions of Money* are subject to an increase of up to 100% (one hundred percent) of the amount(s) stated in the *Schedule* for up to 3 (three) periods, each such period commencing two days prior to a *Business Event* for the purpose of *Fundraising* and ending 7 (seven) days after such event.

## Section 6B | Personal Accident Assault

### The Cover

The *Insurers* shall pay for:

- 1 bodily injury occurring during the *Period of Insurance* to any *Insured Person*, solely as the direct result of *Assault* in the course of their duties in the *Business*, anywhere within the *Territorial Limits* up to the amount of Benefit as stated in the *Schedule of Benefits* below;
- 2 any *Medical Expenses*; and
- 3 damage to clothing of any *Insured Person* as a result of *Assault* in the course of his/her duties in the *Business* anywhere within the *Territorial Limits* up to £500 in respect of any one loss; subject always to the limits, terms, conditions and exclusions of this Section and of the Policy.

### Schedule of Benefits:

<u>Item</u>	<u>Capital Benefit</u>	<u>Weekly Benefit</u>
1 Death:	To pay the <i>Sum Insured</i>	
2 <i>Loss of Limb</i> or <i>Loss of Sight</i>	To pay the <i>Sum Insured</i>	
3 <i>Permanent Total Disablement</i> :	To pay the <i>Sum Insured</i>	
4 <i>Temporary Total Disablement</i> :		To pay the <i>Sum Insured</i> per week.
5 <i>Temporary Partial Disablement</i> :		To pay the <i>Sum Insured</i> per week.

Weekly Benefit Items 4 *Temporary Total Disablement* or 5 *Temporary Partial Disablement* shall be payable for such period or periods during which the *Insured Person* shall be disabled, up to but not beyond 104 (one hundred and four) weeks from the date on which the *Insured Person* first became disabled.

### Limit of Liability

The liability of the *Insurers* under *Section 6B Personal Accident Assault* for any one *Insured Person* shall not exceed the Capital Benefit Item 1 Death.

In respect of *Medical Expenses* this will not exceed 20% (twenty percent) of any amount paid under Weekly Benefit Items 4 and 5, up to a maximum of £1,000 per *Insured Person*.

## Section 6B | Personal Accident Assault Exclusions

The *Insurer* shall not pay any Benefit for:

- 1 sickness or disease;
- 2 any naturally occurring condition or degenerative process or the result of a gradually operating cause.

## Section 6B | Personal Accident Assault Conditions

- 1 Benefit shall not be payable by the *Insurers* in respect of the consequences of any one *Assault* involving any one *Insured Person*:
  - a under more than one of the types of claim in the *Schedule of Benefits*; or
  - b until the total amount of Benefit has been agreed by the *Insurers*.
- 2 In the event of any bodily injury, the *Insured Person* must place himself/herself under the care of a nurse prescriber or medical or dental practitioner and act upon such medical or surgical advice as is given as soon as practicable.
- 3 The *Insured* shall notify the *Insurers* within 7 (seven) days of the *Assault* giving rise to the claim, providing all necessary details and obtaining at the *Insured's* own expense any medical report(s) as may be required by the *Insurers*.
- 4 The *Insured Person* shall at the request of the *Insurers* submit himself/herself to medical examination at the expense of the *Insurers* as often as the *Insurers* deem necessary.
- 5 Notwithstanding anything to the contrary in Condition 1 above, the *Insurers* may at their discretion pay any Weekly Benefit Items 4 *Temporary Total Disablement* or 5 *Temporary Partial Disablement* due at intervals in arrears of not less than 4 (four) weeks, if the *Insured* so requests.
- 6 Benefit shall only be paid by the *Insurers* on production of medical evidence or other such written evidence from a nurse prescriber or medical or dental practitioner, and in the event of Death of an *Insured Person*, the *Insurers* shall be entitled to have a post mortem examination performed.
- 7 Benefit payable by the *Insurers* under Capital Benefit Item 2 *Loss of Limb(s)* or *Loss of Sight* or Capital Benefit Item 3 *Permanent Total Disablement* shall not exceed the *Insured Person's* pre-injury weekly earnings from the *Business*.

# Part A – Commercial Combined

## Section 7 | Group Personal Accident

### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 7 – Group Personal Accident**

### Sum Insured

means the maximum amount which the *Insured* or an *Insured Person* can claim.

### United Kingdom

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

### The Cover

The *Insurer* agrees to pay to the *Insured* in accordance with the Schedule of Benefits if, during the *Period of Insurance* an *Insured Person* sustains *Bodily Injury*, subject always to the terms, conditions, provisions, limitations and Exclusions of this Section and the Policy

### Limit of Liability

The *Sum Insured*, schedule of the *Insured Persons* and *Operative Time* are stated in the *Schedule*.

### The Excess

The *Insurers* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

### Schedule of Benefits:

Item	Capital Benefit
1 Death:	To pay the <i>Sum Insured</i>
2 <i>Loss of Limb</i> or <i>Loss of Sight</i>	To pay the <i>Sum Insured</i>
3 <i>Permanent Total Disablement</i> :	To pay the <i>Sum Insured</i>
4 <i>Temporary Total Disablement</i> :	<b>Weekly Benefit</b> To pay the <i>Sum Insured</i> per week.
5 <i>Temporary Partial Disablement</i> :	To pay the <i>Sum Insured</i> per week.

Weekly Benefit Items 4 *Temporary Total Disablement* or 5 *Temporary Partial Disablement* shall be payable for such period or periods during which the *Insured Person* shall be disabled, up to but not beyond 104 (one hundred and four) weeks from the date on which the *Insured Person* first became disabled.

If an *Insured Person* sustains *Bodily Injury* which results in them incurring ambulance charges or medical expenses as an inpatient in a *Hospital* or nursing home, The *Insurer* will pay for up to 30% of the amount payable for a valid death, Capital Benefits or *Temporary Total Disablement* and/or *Temporary Partial Disablement* Benefits claim subject to a maximum payment of £20,000.

### Permanent partial disablement

If the *Insured Person* sustains permanent partial disablement during the *Period of Insurance* as a direct result of *Bodily Injury*, the *Insurer* will pay following percentages of the *Sum Insured* under Capital Benefit Item 3 *Permanent Total Disablement* for permanent severance or permanent total loss of use of:

- a one thumb 30%
- b forefinger 20%
- c any finger other than forefinger 10%
- d big toe 15%
- e any toe other than big toe 5%
- f shoulder or elbow 25%
- g wrist, hip, knee or ankle 20%
- h lower jaw by surgical operation 30%

Provided always that:

- a when an *Insured Person* suffers more than one form of permanent partial disablement as listed above, the percentages from each will be added together but the *Insurer* will not pay more than 100% of Capital Benefit Item 3 *Permanent Total Disablement*

b any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above. This assessment will be made without reference to the *Insured Person's* occupation.

c if a claim is payable for loss of or loss of use under Capital Benefit Item 3 *Permanent Total Disablement* in respect of the whole body, a claim for any component part of that part cannot also be made.

## Section 7 | Conditions

- 1 The *Insurers* shall only be liable:
  - a under Capital Benefit Item 1 *Death* if death occurs within 24 (twenty-four) calendar months of the date of the *Accident*;
  - b under Capital Benefit Item 2 *Loss of Limb(s)* or *Loss of Sight* if the loss occurs, or under Capital Benefit Item 3 *Permanent Total Disablement* if the period of *Permanent Total Disablement* giving rise to the claim commences, within 24 (twenty-four) calendar months of the date of the *Accident* and in the case of *Permanent Total Disablement* lasts for 12 (twelve) consecutive calendar months or more.

In respect of the consequences of the same *Accident* no claim shall be payable under more than one Item in the Schedule of Benefits, except for payment in respect of *Temporary Partial Disablement* preceding or following *Temporary Total Disablement*.

In the event that an *Accident* covered under this Policy should result in the death of the *Insured Person* within 24 (twenty-four) calendar months of the date of such *Accident* and prior to the definite settlement of a claim for disablement as provided for under Capital Benefit Item 2 *Loss of Limb(s)* or *Loss of Sight* or Capital Benefit Item 3 *Permanent Total Disablement*, the *Insurers* shall pay instead of such claim for disablement the *Sum Insured* payable for Capital Benefit Item 1 *Death*.

No weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, interim payments are made for weekly benefit, the total of the amounts so paid shall be deducted from any lump sum becoming payable hereunder in respect of the consequences of the same *Accident*.

### 2 Acceptance of Benefit

If the *Insurers* have paid a claim under this Policy and the *Insured* or the *Insured Person* have accepted full and final payment then the *Insurers* will not have to make any further payments for the same claim.

### 3 Interest on Benefit Payable

The *Insurer* will not pay interest on any Benefit payable.

### 4 Other Interests

No person other than the *Insured* is entitled to make a claim under this Policy.

### 5 Conveyance Accumulation Limit

The maximum amount the *Insurer* will pay in the aggregate under this Section combined with any other Personal Accident Insurance issued by the *Insurer* in the *Insured's* name in respect of all *Insured Person(s)* suffering accidental *Bodily Injury* whilst travelling in the same conveyance, caused by, or consequent upon the same original cause, event, or circumstance applicable to this Policy is £5,000,000.

### 6 Any One Occurrence Limit

The maximum amount the *Insurer* will pay in the aggregate under this section and any other Personal Accident Insurance issued by the *Insurer* in the *Insured's* name in respect of all *Insured Person's* suffering accidental *Bodily Injury* in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance is £5,000,000.

## 7 Annual Salary

Where Benefit is calculated on an annual salary basis as stated in the *Schedule*, the amount payable shall be based upon the *Annual Salary* or the pro-rata sum of the *Weekly Wage*. The *Insurer* shall not be liable to pay any benefit for overtime, commission or bonus payments which are not guaranteed.

## Section 7 | Exclusions

- 1 The *Insurer* shall not be liable for death or disablement directly or indirectly resulting from:
  - a the *Insured Person's* death by suicide, unsuccessful suicide, intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life);
  - b the *Insured Person* committing a criminal act;
  - c the *Insured Person* engaging in aerial activities other than air travel as a passenger;
  - d the *Insured Person* engaging in any form of operational duties as a member of the armed forces;
  - e the *Insured Person* engaging in:
    - i racing or time trials of any kind of race other than on foot;
    - ii caving or potholing other than in artificial facilities;
    - iii in mountaineering or rock climbing normally requiring the use of ropes or guides;
    - iv winter sports other than curling, skating, or skiing or snowboarding in the *United Kingdom*; or
    - v visits or activity undertaken in countries or areas where at the time of departure the Foreign, Commonwealth and Development Office advise against all travel or all non-essential travel;unless such activity has been accepted by the *Insurer* in writing.
- 2 **Sickness or disease**

The *Insurer* shall not be liable for death or disablement directly or indirectly resulting from any sickness, disease or degenerative condition other than as a direct result of *Bodily Injury* caused by an *Accident*
- 3 **War and other perils exclusion**

The *Insurer* shall not be liable for expense, loss, damage or indemnity directly or indirectly resulting from or attributable to:
  - a *War* (whether declared or not), invasion, civil war, armed hostility, rebellion, revolution, overthrow of a legally constituted government, insurrection or military or usurped power, explosion of war weapon(s), act of an enemy foreign to the nationality of the *Insured Person* or of the country in which the act occurs, or
  - b utilisation of chemical weapons or biological weapons, or the release of weapons of mass destruction.*Bodily Injury* sustained as a result of any of the events described in a (above) shall be covered provided that the *Insured Person* takes no active part and:
  - c that the *Insured Person's* presence in such country or area is:
    - i attributable to the scheduled transit or stopover not exceeding 24 (twenty four) hours of an aircraft or sea vessel in which the *Insured Person* is travelling, or
    - ii attributable to involuntary diversion or transit due to *Hijack*, *Kidnap* or other occurrence beyond the *Insured Person's* control, provided always that at the time of such *Hijack*, *Kidnap* or occurrence the *Insured Person* were not within the confines of any country or area to which any of the events described in exclusion a. was applicable nor travelling to or from such country or area.
  - d for a maximum period of 14 (fourteen) days from the start of the hostilities or of the insurrection, where the *Insured Person* is surprised by such events and while the *Insured Person* is out of the *Insured Person's* country of residence in a country which until that time was in a state of peace.

## Section 7 | Extensions

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Section 7 and the Policy.

- 1 **Disappearance Clause**

If the *Insured Person* disappears during the *Period of Insurance* and is not found within 6 (six) months of disappearing, and sufficient evidence is produced that leads the *Insurer* inevitably to the conclusion that the *Insured Person* has sustained *Bodily Injury* and that such *Bodily Injury* has caused their death, the *Sum Insured* for Capital Benefit Item 1 Death shall become payable hereunder. If at any time after such payment the *Insured Person* shall be found to be living, the sum thus paid shall be refunded to the *Insurer*.
- 2 **Suicide**

In the event that an *Insured Person* who is an employee of the *Insured* dies from suicide the *Insurer* will pay up to £10,000 for documented recruitment costs incurred in engaging a replacement employee. Exclusion 1a is deemed not to apply to this extension.
- 3 **Hospital Benefit**

In the event of *Bodily Injury* being sustained by an *Insured Person* which results in them being admitted to a hospital as an in-patient, the *Insurer* will pay £50 per day or part thereof, up to a maximum of 365 days.
- 4 **Coma Benefit**

In the event of accidental *Bodily Injury* being sustained by an *Insured Person* which results in their being in a continuous unconscious state, the *Insurer* will pay £50 for each complete 24 (twenty four) hour period that they spend in a state of continuous unconsciousness, up to a maximum of 365 (three hundred and sixty five) days. This benefit will be paid in addition to any amount paid under the **Extension 3 Hospital Benefit** above. No payment shall not be made under **Coma Benefit** if a claim has been accepted under **Section 20 – Business Travel** for **Foreign Coma Benefit**.
- 5 **Retraining expenses**

In the event of a claim being paid under Capital Benefit Item 2 Loss of Limb(s) or Loss of Sight or Capital Benefit Item 3 Permanent Total Disablement, the *Insurer* will pay up to a maximum of £10,000 for reasonable expenses incurred in retraining the *Insured Person* for an alternative occupation.
- 6 **Funeral expenses**

In the event of a claim being paid for death the *Insurer* will pay for reasonable funeral expenses incurred, up to a maximum of £10,000.
- 7 **Damage to clothing**

In the event of *Bodily Injury* being sustained by an *Insured Person* within the *Territorial Limits* the *Insurer* will pay up to £500 in respect of any one loss as a result of damage to clothing.
- 8 **Dental or Optical Injury**

In the event of *Bodily Injury* being sustained by an *Insured Person* which results a loss of or damage to teeth, fixed dentures, prescription glasses or contact lenses, requiring dental or optical treatment within 12 months of the *Bodily Injury*, the *Insurer* will pay up to a maximum of £2,500 for reasonable expenses.
- 9 **Facial injuries**

In the event of *Bodily Injury* being sustained by an *Insured Person* which results in permanent facial disfigurement with visible scarring of at least one centimetre in length in the area from the hairline to and lower jaw and ears, we will pay for
  - a a scar 1cm to 5cm in length £1,250
  - b a scar over 5cm and up to 10cm in length £2,500
  - c a scar over 10cm in length £5,000up to a maximum of £5,000 per *Insured Person*

#### **10 Dependants' benefit**

In the event of a claim being paid under Capital Benefit Item 1 Death the *Insurer* will pay the *Insured* an amount for each dependent child (under the age of 18) of the *Insured Person* of £1,000 up to a maximum of £5,000 in total for all dependent children.

#### **11 Living support expenses**

In the event of a claim being paid under Capital Benefit Item Items 4 Temporary Total Disablement or 5 Temporary Partial Disablement, the *Insurer* will indemnify the *Insured* on behalf of any *Trustee, Director or Officer* or *Employee* for necessary expenses incurred in respect of the hire of childcare, domestic cleaners and gardeners up to a maximum amount of £250 per week until the date of the *Trustee, Director or Officer* or *Employee* returns full time to their *Usual Occupation* or to a maximum period of 26 weeks.

#### **12 Adaptation or relocation**

In the event of a claim being paid under Capital Benefit Item 3 Permanent Total Disablement in respect of accidental *Bodily Injury* being sustained by an *Insured Person* which results in paraplegia or quadriplegia, the *Insurer* will pay the *Insured* up to a maximum of £10,000 for reasonable expenses incurred with the *Insurer's* prior written consent for:

- a** alterations that are required to the *Insured Person's* car or home; and
- b** estate agent's fees, stamp duty and removal costs incurred by the *Insured Person* in order to move to an alternative permanent residence where adaptation of their permanent residence is deemed to be unsuitable.

# Part A – Commercial Combined

## Section 8 | Goods in Transit

### The Cover

The *Insurer* shall indemnify the *Insured* against loss of, destruction of or damage to the *Insured Goods* occurring whilst in *Transit* and during the *Period of Insurance* arising from any external and accidental cause, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### Limit of Liability

The liability of the *Insurer* under this Section shall not exceed any *Sum Insured* as stated in the *Schedule* or any other limit of liability as stated herein

### The Excess

The *Insurers* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

## Section 8 | Exclusions

### 1 Excepted Property

Unless an ancillary part of the *Insured's Business*, the *Insurer's* liability under this Section does not cover (unless stated in the *Schedule*):

- a tobacco products, wines and spirits;
- b cameras, photographic equipment, binoculars, radio, television, audio, video and *Computer Equipment*;
- c jewellery, watches, precious metals and stones, furs and clothing;
- d *Money*, deeds and other documents;
- e glass, china, earthenware, marble, statuary and other items of a fragile or brittle nature unless damage arises as a direct result of fire, theft, collision or overturning of the conveying vehicle;
- f livestock;
- g dangerous goods as defined in the current standard conditions of the Road Haulage Association (including but not limited to explosives, acids, chemicals and gases);
- h *Data*; or
- i property temporarily removed from the *Insured's Premises* for cleaning, renovation, repair or similar purposes.

### 2 Excepted Causes

The *Insurer's* liability under this Section does not cover (unless stated in the *Schedule*) loss, destruction or damage caused by or arising from:

- a inherent vice or latent vice or defect;
- b vibration, defective packing, denting, scratching or bruising, vermin or insects;
- c mechanical or electrical breakdown, derangement, defect or failure;
- d variation in temperature, loss of refrigerant or controlled atmosphere unless caused by collision or overturning of the conveying vehicle, atmospheric or climatic conditions;
- e temporary housing of the *Insured Goods* in course of *Transit* for the purpose of storage, making-up, packing or processing for a period in excess of 30 days;
- f delay or inadequate documentation;
- g inventory shortages or unexplained disappearances;
- h theft or attempted theft of the *Insured Goods* from open backed, soft sided or soft topped vehicles or trailers;
- i the dishonesty of any person to whom the *Insured Goods* have been entrusted;
- j packing which was inadequate to withstand normal handling during *Transit*; or
- k loss of market, loss of profit, loss of use and consequential loss or damage of any kind.

### 3 Hire or reward

The *Insurer's* liability under this Section does not include loss of, destruction of or damage to the *Insured Goods* occurring whilst in *Transit* for hire or reward.

## Section 8 | Conditions

- 1 It is a condition precedent to the *Insurer's* liability that:
  - a when any vehicle is left *Unattended* all windows and doors are closed and all locks and other vehicle manufacturer's security devices including any key operated immobiliser where fitted and approved by the *Insurer*, are in actual and complete operation and the keys are removed from the vehicle;
  - b when any vehicle is left loaded and *Unattended* away from the *Insured's Premises* outside the *Insured's* normal *Business Hours*, the vehicle shall be in a locked building or in a locked or continuously supervised public garage or vehicle compound with locked gates. The onus of proving that the loss, destruction or damage did not occur outside the *Insured's* normal *Business Hours* shall be upon the *Insured*.
- 2 No claim shall be payable by the *Insurer* for which no proof of dispatch is provided.
- 3 The *Insured* shall maintain their *Vehicles* in a roadworthy condition and in accordance with the law, and shall ensure all drivers are legally qualified to drive such *Vehicles*.

## Section 8 | Extensions

Unless otherwise stated in the *Schedule* the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1 Removal of Debris

The *Insurer* shall pay for the necessary and reasonable costs and expenses incurred by the *Insured* in:

- a removing or reloading the *Insured Goods*;
  - b removing debris of such *Insured Goods*; and
  - c dismantling or breaking up such *Insured Goods*;
- following the occurrence of an insured loss under this Policy provided that:
- i the liability of the *Insurer* shall not exceed the amount as stated in the *Schedule*;
  - ii this Extension does not cover any costs or expenses in connection with seepage and/or *Pollution* or *Contamination* of any kind or description arising directly or indirectly from any cause.

### 2 Clothing and Personal Effects

The *Insurer* shall pay for loss of, destruction of or damage to clothing and personal effects of the driver and/or attendant caused by or following an accident to the conveying vehicle or trailer whilst going about the *Business* for an amount not exceeding £500 any one *Occurrence*.

### 3 Tools and Travellers Samples

The *Insurer* shall pay for loss of, destruction of or damage to any *Employee* or *Trustee, Director or Officer's* tools and samples on the vehicle or trailer for an amount not exceeding £500 any one *Occurrence*.

### 4 Substitution of Vehicles

Where vehicles are individually specified in the *Schedule* the *Insurers* will insure subject to the Limit of Liability as stated in the *Schedule*, terms, conditions and exclusions applicable to the original vehicle the *Insured Goods* in or on any other vehicle:

- a temporarily substituted for the specified vehicle whilst the specified vehicle is out of use for maintenance, repair or official vehicle testing;
- b permanently substituted for the specified vehicle provided that the *Insurer* are advised in writing within 21 (twenty one) days of the substitution.

### 5 Transportation accessories

Containers, tarpaulins and ropes belonging to the *Insured* whilst in or on a vehicle or trailer owned or operated by the *Insured* are included, up to a limit of £500 in respect of all such items any one *Occurrence*.

# Part A – Commercial Combined

## Section 9 | Employers Liability

### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 9 – Employers Liability**

#### **Business**

means the business of the *Insured* as stated in the *Schedule* and *Business Activities*, which shall include:

- 1 the ownership, repair, maintenance and decoration of the *Insured's Premises*;
- 2 the provision and management of canteen, social, sports and welfare organisations for the benefit of any *Person Employed* and first aid, fire, medical and security services ;
- 3 private work undertaken by any *Person Employed* for any *Trustee, Director or Officer* (or *Person Employed* with the prior consent of the *Insured*);
- 4 the maintenance of vehicles and plant owned and used by the *Insured*.

#### **Territorial Limits**

means (unless expressly stated to the contrary in this Section or any other part of this Policy, *Schedule* or any Endorsement which may be attached to this Policy):

- 1 Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; or
- 2 elsewhere in the world in respect of any *Person Employed* who is ordinarily resident in, and engaged by the *Insured* under a Contract of Service or apprenticeship entered into, in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands who is temporarily acting in the course of employment outside of these territories.

#### **The Cover**

The *Insurers* shall indemnify the *Insured* and any *Additional Insured*:

- 1 against legal liability for damages and claimant's costs and expenses in respect of *Injury* sustained by any *Person Employed* caused during the *Period of Insurance* within the *Territorial Limits* and arising out of and in the course of employment by the *Insured* in the *Business*;
- 2 in respect of *Legal Costs* in connection with any *Event* which is or may be the subject of indemnity under 1 above.

and subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

The *Insurers* shall not indemnify the *Insured* in respect of any judgement, award or settlement made in any country or territory outside Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part unless the *Insured* has requested that there shall be no such limitation and has accepted the limits, terms, conditions and exclusions offered by the *Insurers* in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

#### **Limit of Liability**

Irrespective of:

- 1 the number of parties and/or entities entitled to indemnity;
- 2 the number of claimants;

the liability of the *Insurer* under this Section including all Extensions in respect of or arising from any one claim or series of claims against the *Insured* arising out of one *Event* shall not exceed the Limit of Liability as stated in the *Schedule* including *Legal Costs*.

## Section 9 | Exclusions

This Section shall not apply to legal liability for damages and claimant's costs and expenses, or *Legal Costs* in respect of:

### **1 Road traffic legislation:**

*Injury* for which the *Insured* is required to arrange motor insurance or security in accordance with any road traffic legislation within the *Territorial Limits*.

### **2 Work Offshore:**

*Injury* sustained by any *Person Employed* whilst *Offshore*.

## Section 9 | Conditions

The indemnity granted by this Section is deemed to be in accordance with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to the compulsory insurance of legal liability to employees.

The *Insured* shall repay to the *Insurer* all sums paid under this Policy which the *Insurer* would not have been liable to pay but for the provisions of such legislation.

## Section 9 | Extensions

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### **1 Unsatisfied Court Judgements**

If a judgement for damages is obtained:

- a by any *Person Employed* or the personal representative(s) of any *Person Employed* in respect of *Injury* sustained by the *Person Employed* caused during the *Period of Insurance* and arising out of and in the course of employment by the *Insured* in the *Business*; and is
- b against any company, partnership or limited liability partnership or individual operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and was obtained in
- c any court within the territories specified in b above; and
- d remains unsatisfied in whole or in part 6 (six) months after the date of such judgement;

then at the request of the *Insured* the *Insurer* shall pay to the *Person Employed* or the personal representative(s) of the *Person Employed* the amount of any such damages and any awarded costs and expenses (but excluding any interest which may accrue after the day of judgement) to the extent that they remain unsatisfied provided that there is no appeal outstanding against the judgement.

If any payment is made by the *Insurer* under the terms of this Extension, the *Person Employed* or the personal representative(s) of the *Person Employed* shall assign the benefit of the unsatisfied amount of the judgement and awarded costs and expenses to the *Insurers* and will give all information and assistance required.

# Part A – Commercial Combined

## Section 10 | Public Liability including Hirer's and Property Owner's Liability

### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 10 – Public Liability**

### Business

means the business of the *Insured* as stated in the *Schedule* and *Business Activities*, which shall include:

- 1 the ownership, repair, maintenance and decoration of the *Insured's Premises*;
- 2 the provision and management of canteen, social, sports and welfare organisations for the benefit of any *Person Employed* and first aid, fire, medical and security services ;
- 3 private work undertaken by any *Person Employed* for any *Trustee, Director or Officer* (or *Person Employed* with the prior consent of the *Insured*);
- 4 the maintenance of vehicles and plant owned and used by the *Insured*.

### Excess

means the amounts as stated in the *Schedule*, which the *Insured* shall pay in respect of all damages, compensation, claimant's costs and expenses, *Legal Costs* and expenses before the *Insurers* shall be liable to make any payment. The *Excess* shall apply to each *Event* other than legal liability arising out of *Injury* unless otherwise stated in the *Schedule*.

### Insured

means the *Insured* as stated in the *Schedule* and any support or fundraising group formally recognised by, associated with and authorised by the *Insured* whilst carrying on the *Business* provided that such groups (including their activities, income, employees and volunteers) are included within the *Proposal to Insurers*

### Territorial Limits

means (unless expressly stated to the contrary in this Section or any other part of this Policy, the *Schedule* or any Endorsement which may be attached to this Policy):

- 1 Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- 2 elsewhere in the world in respect of any *Person Employed* temporarily acting in the course of employment, and who is engaged by the *Insured* under a Contract of Service or apprenticeship entered into, in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

### The Cover

The *Insurers* shall indemnify the *Insured* and any *Additional Insured*

- 1 against legal liability for damages and claimant's costs and expenses in respect of:
    - a accidental *Injury* sustained by any person;
    - b accidental *Damage to Property*;
    - c accidental *Nuisance*;occurring during the *Period of Insurance* within the *Territorial Limits* in connection with the *Business*;
  - 2 in respect of *Legal Costs* in connection with any *Event* which is or may be the subject of indemnity under 1 above;
- and subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### Limit of Liability

- 1 Irrespective of:
  - a the number of parties and/or entities entitled to indemnity, or;
  - b the number of claimants;the liability of the *Insurers* under this Section including all Extensions in respect of any one *Event* shall not exceed the *Limit of Indemnity*.

- 2 *Legal Costs* payable by the *Insurers* shall be paid in addition to the *Limit of Indemnity* unless as otherwise stated in the *Schedule*, provided that:
  - a if a payment of damages and/or claimant's costs and expenses exceeding the *Limit of Indemnity* has to be made by the *Insured* to settle any claim; and
  - b the *Insurers* are liable to pay *Legal Costs* in addition to the *Limit of Indemnity*;

then the liability of the *Insurers* for *Legal Costs* shall be limited to such proportion as the *Limit of Indemnity* bears to the amount paid by the *Insured* in settlement of such claim. Nothing contained in this clause shall be construed to vary or override **Sections 9, 10 and 11 Conditions 2 Discharge of Liability**.

However, in respect of any liability subject to the jurisdiction of any Court of Law in the United States of America or Canada, their territories or possessions, and any judgement, award, order or settlement in any such Court or orders for enforcement of judgement, award, order or settlement made elsewhere by way of reciprocal agreement, convention or otherwise, including any order made anywhere in the world to enforce such judgement, award, order or settlement either in whole or in part, the *Limit of Indemnity* as stated in the *Schedule* is inclusive of *Legal Costs*.

## Section 10 | Exclusions

This Section shall not apply to legal liability for damages, claimant's costs and expenses and/or *Legal Costs*:

- 1 **Injury Sustained by Persons Employed**  
for *Injury* sustained by any *Person Employed* arising out of and in the course of employment by the *Insured* in the *Business*.
- 2 **Product**  
directly or indirectly caused by, arising from or in connection with any *Product(s)*
- 3 **Pollution or Contamination**  
directly or indirectly caused by, arising from or in connection with *Pollution or Contamination*.
- 4 **Vehicles**  
arising out of the ownership, possession or use of any mechanically propelled vehicle by or on behalf of the *Insured* in circumstances where insurance or security is required under the provisions of any road traffic legislation, other than:
  - a mechanical plant while operating as a tool of trade; or
  - b the loading or unloading of any vehicle;except in respect of legal liability for which:
  - i insurance or security is required by law; or
  - ii indemnity is provided by any motor insurance contract.
- 5 **Vessels and Craft**  
arising out of the ownership, possession or use by or on behalf of the *Insured* of any vessel or craft designed to travel in, on or through water and/or air and/or space, or any remotely piloted aerial device, but this Exclusion shall not apply to waterborne craft less than 8 (eight) metres in length on inland or *United Kingdom* territorial waters.
- 6 **Property in the Insured's Care, Custody or Control**  
in respect of *Damage to Property* which, at the time of the *Event* giving rise to such liability is the property of or held in trust by or in the care, custody or control of the *Insured* or any *Person Employed*, other than:
  - i personal effects including vehicles and their contents of any *Person Employed* or visitor to the *Insured*;
  - ii premises including their contents, not owned by or leased or rented to the *Insured* but temporarily occupied by the *Insured* for the purposes of undertaking work in connection with the *Business*, provided that this paragraph ii shall not include any property to which i above applies;
  - iii premises and their fixtures and fittings leased or rented to the *Insured*, provided that where such liability has been accepted by agreement, indemnity shall only be provided by the *Insurers* to the extent that such liability would have attached in the absence of the said agreement.

## 7 Work Offshore

arising from or in connection with any work undertaken Offshore.

## 8 Medical Treatment

based upon, or arising directly or indirectly out of the provision of any *Medical Treatment*

## 9 Cyber Liabilities

in respect of any claim or loss arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, or failure or loss of *Data*, resulting directly or indirectly from or in connection with any *Virus* or *Similar Mechanism*, or *Cyber Breach* or unauthorised access to or use of computer and electronic equipment, however the *Insurer* will not exclude any liability in respect of any ensuing accidental *Injury* or accidental *Damage* which is not otherwise excluded.

## 10 Participant to Participant

directly or indirectly incurred by the *Insured* arising out of *Injury* or *Damage to Property* caused by any participant to any other participant whilst actively participating in a contact sport or other competitive event or training session organised, arranged, hosted, managed or supervised by the *Insured* or a *Person Employed* where the sport, event or training session concerned permits direct physical contact, impact or force within its rules.

## Section 10 | Clauses

### 1 Shared Premises

In respect of *Injury* or *Damage* happening on the *Premises* for which the tenants become legally liable and where individual liability for such *Damage* or *Injury* cannot be determined, or where such liability may be the joint responsibility of more than one tenant, this Policy will only pay its rateable proportion of such claim, dependent upon the total number of tenants that may bear a proportion of such responsibility.

This clause will not apply to *Legal Costs* incurred in the defence of such claim.

## Section 10 | Conditions

### 1 Loss of or Damage to Underground Services

It is a condition precedent to the liability of the *Insurer* that when undertaking services which may result in damage to any services located underground that, prior to commencement of any work which involves digging, boring or excavation, the *Insured* has:

- a taken or caused to be taken all reasonable steps to identify the location of any services under the site of the work.
- b retained a written record of the steps taken to locate any services located underground and a plan of the services located and signature of any third party authorising, advising, directing or indicating the location of underground services;
- c conveyed the location of such services to any party carrying out such work on behalf of the *Insured* and retained a record.

### 2 Use of Heat or Flames

It is a condition precedent to the liability of the *Insurer* that where the *Insured* is using any process which involves the application of heat away from the *Insured's* own *Premises*:

- a the immediate area in which the operation is to be carried out has been segregated to the greatest practicable extent by screens made of metal and/or fire retardant material;
- b the whole of the segregated area has been adequately cleaned and freed from combustible material before operations commence;
- c combustible floors, substances in or surrounding the segregated area have been liberally covered with sand or protected by overlapping sheets of incombustible material before operations commence;
- d where work is being carried out in any enclosed area an

additional *Person Employed* or an employee of the occupier or of the main contractor is present at all times to guard against the outbreak of fire;

- e such application of heat has been specifically authorised and signed for by the occupier or the main contractor who must also approve the safety arrangements;
- f the following are in readiness for immediate use at the scene of operations:
  - i suitable fire extinguishers by number and size for the scope of operations; and/or
  - ii hoses connected up for immediate use and successfully tested prior to the commencement of the operations;
- g a thorough examination has been made in the vicinity of the operations approximately one hour after the termination of each operation. In the event that it is not practicable for such examination to be carried out by a *Person Employed* then appropriate arrangements must be made with and signed off by the occupier;
- h before burning off metal work built into or projecting through walls or partitions an examination has been made including the area on the other side of any walls or partitions to ensure that no combustible material is in danger of ignition either directly or by conducted heat;
- i when the *Insured* burns debris away from their *Premises* the following precautions are taken on each occasion:
  - i fires are in a cleared area and at a distance of at least 10 (ten) metres from any property;
  - ii fires are attended at all times;
  - iii suitable fire extinguishers by number and size are kept available at the scene of operations for immediate use;
  - iv fires are extinguished at least one hour prior to leaving the contract site at the end of each working day
  - v no household rubbish, rubber tyres, plastics, foam or paint is to be burned.

### 3 Safeguarding Condition

It is a condition precedent to the liability of the *Insurer* that where the *Insured* has *Service Users* who are children under the age of 18 or *Vulnerable Adults*, the *Insured* must ensure that: -

- a the *Insured* adheres to and maintains written policies and procedures in accordance with the appropriate National Minimum Care Standard for safeguarding the welfare of any person in their care against abuse, assault or molestation.
- b any person working for the *Insured*, or on the *Insured's* behalf, whether voluntarily or paid, in a role which has unsupervised access to any children under the age of 18 or *Vulnerable Adults* in the care of the *Insured*:
  - i where eligible, has undergone a satisfactory Standard Disclosure Barring Service (DBS) check, or similar statutory disclosure check prior to engagement,
  - ii where undertaking Regulated Activities has undergone an Enhanced Disclosure Barring Service (DBS) with Barred List check, with re-checks every 3 years;
  - iii receives formal training in the *Insured's* protection policy with formal update training based upon current best practice at intervals not exceeding 3 years;
  - iv receives formal induction protection training prior to commencement of their duties and are supervised during their probationary service period.
- c the *Insured* take all reasonable measures to ensure that they securely retain for no less than 15 years:
  - i employment and engagement applications, references, identity verification, records of Disclosure Barring Service (DBS) or similar statutory disclosure checks and related correspondence;
  - ii the *Insured's* protection policy, revisions and records of the protection policy training delivered to any person working for them or on their behalf in a care role or having unsupervised access to any person in their care.
  - iii the *Insured's* accident and incident registers
  - iv records of any alleged, actual or threatened abuse, assault or molestation and action taken including notifications to the appropriate authorities
  - v all referral, assessment, treatment and care plans and related correspondence for any person in the *Insured's* care.



#### 4 Facepainting

It is a condition precedent to the liability of the *Insurer* that where the *Insured* undertakes face painting the following precautions are observed at all times.

- a Face paint or similar shall not be applied to any person:
  - i who is under three years old;
  - ii who has open cuts or sores;
  - iii who has any known infectious condition such as cold sores, conjunctivitis and the like.
- b Skin tests to be carried out prior to the application where any person has allergic reactions to face paints, skin creams, soaps and the like.
- c All equipment to be cleaned before each application
- d To only use professional face paints that comply with current safety legislation and regulation

## Section 10 | Extensions

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1 Contingent Motor Liability

Notwithstanding **Section 10 Public Liability Exclusions 4 Vehicles**, the *Insurer* shall indemnify the *Insured* (and no other) against legal liability for damages and claimant's costs and expenses arising out of the use and in the course of the *Business* of any mechanically propelled vehicle not the property of nor provided by the *Insured*.

This Extension shall not apply to legal liability for damages and claimant's costs and expenses:

- a arising while such vehicle is being driven by the *Insured* or any *Additional Insured*, other than any *Person Employed*;
- b in respect of loss of or damage to such vehicle or to any property conveyed therein;
- c arising out of the use of any such vehicle owned by the *Insured* or provided by any principal for whom the *Insured* is working or any sub-contractor acting for or on behalf of the *Insured*;
- d arising outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
- e notwithstanding **Sections 9, 10 and 11 Conditions 3 Other Insurances**, where indemnity is provided by any other insurance;
- f caused or arising whilst such vehicle is engaged in racing, pace-making, reliability trials or speed testing; or
- g caused or arising whilst such vehicle is being driven with the general consent of the *Insured* or their representative by any person who to the knowledge of the *Insured* or other such representative does not hold a licence to drive such a vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence.

### 2 Movement of Obstructing Vehicles

**Section 10 Public Liability Exclusions 4 Vehicles** shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the *Insured*) being driven by the *Insured* or by any *Person Employed* with the *Insured's* permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned, hired by or lent to the *Insured* or any *Person Employed*, provided that:

- a all movements are limited to vehicles parked on or obstructing the *Premises*;
- b the vehicle causing obstruction will not be driven by any person unless such person is licensed and / or competent to drive the vehicle;
- c the vehicle causing obstruction is driven by use of the owner's ignition key; and
- d the *Insurers* shall not provide indemnity against liability:
  - i in respect of damage to such vehicle;
  - ii in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

### 3 Personal Liability

The *Insurers* shall indemnify the *Insured* and, if the *Insured* so requests, any *Person Employed* against legal liability for damages and claimant's costs and expenses, arising directly from accidental *Injury* or accidental *Damage to Property*, incurred in a personal capacity, other than in any country or territory which operates under the laws of the United States of America or of Canada, in connection with the *Business*.

This Extension will not apply to legal liability for damages and claimant's costs and expenses:

- a arising out of the ownership or occupation of land or buildings, motor vehicle, watercraft or aircraft;
- b notwithstanding **Sections 9, 10 and 11 Conditions 3 Other Insurances**, where indemnity is provided by any other insurance; and
- c unless the *Insurer* has the sole conduct and control of all claims.

### 4 Data Protection ("Claims Made")

The *Insurers* shall indemnify the *Insured* and, if the *Insured* so requests, any *Employee* or *Trustee, Director* or *Officer* in respect of

- a legal fees and defence costs;
- b legal liability for damages, and claimant's costs and expenses, to an individual, the subject of personal data the *Insured* holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data;

arising from proceedings first made during the *Period of Insurance* against the *Insured* under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The liability of the *Insurers* under this Extension shall not exceed £1,000,000 in any one *Period of Insurance*.

The *Insurer* will not provide indemnity in respect of any:

- a
  - i *Injury* other than as provided by this clause
  - ii physical loss, damage or destruction to material property
  - iii fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - iv libel, slander or defamation.
- b any consequential losses.
- c liability as a result of the *Insured* having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by the *Insured* or any *Employee* or *Trustee, Director* or *Officer*.
- d liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- e liability under any penalty clause or any fine or statutory payment.
- f legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- g proceedings relating to compensation for any *Employee* or *Trustee, Director* or *Officer* if **Section 9 Employers' Liability** of this Policy is not in force

### 5 Defective Premises Act

The *Insurers* shall indemnify the *Insured* against damages and claimant's costs and expenses arising out of legal liability in respect of accidental *Injury* or accidental *Damage to Property* incurred by the *Insured* by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises disposed of by the *Insured*.

This Extension will not apply to legal liability:

- a for the costs of remedying any defect or alleged defect in premises disposed of by the *Insured* ;
- b notwithstanding **Sections 9, 10 and 11 Conditions 3 Other Insurances**, where indemnity is provided by any other insurance.

## 6 Libel and Slander (“Claims Made”)

The *Insurer* will indemnify the *Insured* in respect of legal liability to pay damages, claimant’s costs and expenses and *Legal Costs* in respect of claims made against the *Insured* during the *Period of Insurance* arising from any act of defamation, libel or slander committed or uttered in good faith by the *Insured* during the *Period of Insurance* in the course of the *Business*, provided always that:

- a the indemnity granted by this Extension shall apply solely to the *Insured*’s:
  - i in-house, membership and trade publications;
  - ii websites under the *Insured*’s editorial control;
  - iii contributions under the *Insured*’s editorial control to public media; and
  - iv speeches, seminars and the like, and including written contributions, by external speakers invited by the *Insured*;
- b the liability of the *Insurer* under this Extension shall not exceed £250,000 in any one *Period of Insurance*.
- c the *Insurer* will not provide indemnity in respect of:
  - i withdrawing, recalling or replacing any publication;
  - ii liability imposed on the *Insured* solely by reason of the terms of any contract conditions or agreement.

## 7 Wrongful Arrest

This Section is extended to include the *Insured*’s liability arising out of wrongful detention, false or malicious arrest, eviction, malicious prosecution, or false imprisonment.

## 8 Landowners’ Indemnity

This Section is extended to indemnify in like manner to the *Insured* any landowner on whose land events or other activities organised by the *Insured* are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only; but the *Insurers* shall not be liable in respect of legal liability assumed by the *Insured* under contract or agreement which would not have attached in the absence of such contract or agreement.

## 9 Cloakrooms

This Section is extended to include the *Insured*’s liability in respect of *Damage to Property* deposited in any cloakroom owned or operated by the *Insured* provided that:

- a such property is not owned, hired or borrowed by the *Insured*;
- b an attendant shall be on duty therein throughout the whole of the time the cloakroom is in use or adequately locked if unattended;
- c a disclaimer notice is prominently displayed in or adjacent to the cloakroom;
- d the maximum value for any one article is £1,000 and the maximum amount payable in any *Period of Insurance* is £10,000

## 10 Indemnity to Members Extension

The *Insurers* will indemnify each individual member of the *Insured* whilst engaged in activities in connection with the *Business* as if a separate Policy had been issued to each, provided that such member is not entitled to indemnity under any other insurance, and subject always to the limitations of [Section 10 Public Liability Exclusions 10 Participant to Participant](#).

Nothing in this Extension shall increase the liability of the *Insurers* to pay any amount exceeding the *Limit of Indemnity* of the operative Section regardless of the number of persons claiming to be indemnified.

Such members shall as though they were the *Insured* be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

## 11 Organised Protests, Marches and Demonstrations

This Section is extended to include the *Insured*’s liability in respect of *Damage to Property* and *Injury* arising out of protests, marches and demonstrations organised by the *Insured* or attended by *Persons Employed* provided that:

- a all such protests, marches and demonstrations are approved in advance in writing by the police or other person or body having ownership, control or authority at the location(s) at which the protest, march or demonstration takes place, and that any conditions imposed in granting such approval are adhered to.
- b in respect of protests, marches and demonstrations attended by *Persons Employed* that this is in the course of the *Business*.

## 12 Contractual Liability

The *Insurers* will indemnify the *Insured* in respect of any liability arising from accidental *Injury* or *Damage to Property* imposed on the *Insured* solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in the *Insurer*, but the *Insurers* shall not be liable in respect of legal liability in respect of any agreement for or including the conduct of *Business* outside of the *United Kingdom*, the *Isle of Man* and the *Channel Islands*.

## 13 Property Owners Liability

The *Insurer* will indemnify the *Insured* in respect of any liability arising from accidental *Injury*, *Nuisance* or *Damage to Property* arising from the ownership, repair, maintenance and decoration of the *Insured*’s *Premises*.

## Section 10 Optional Endorsement - Abuse ("Claims Made")

Where stated in the *Schedule* (or otherwise by Endorsement hereto) as 'Applicable' the following Endorsement shall apply, to this Section 10 Public Liability subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### Abuse – Exclusion and Grant Back Endorsement

#### Exclusion

The *Insurer* will not provide cover in respect of any claim for the alleged actual attempted or threatened *Abuse* of any person.

#### The Cover - Abuse

Subject otherwise to the terms of the Policy.

The Exclusion above shall not apply to this **Section 10 Public Liability** and the *Insurer* will provide cover to the *Insured* and any *Additional Insured* against the *Insured's* or *Additional Insured's* legal liability to pay damages and claimant's costs and expenses and *Legal Costs* in respect of any *Abuse* claim for the alleged actual attempted or threatened *Abuse* of any person which is first made against the *Insured* and notified to the *Insurer* during the *Period of Insurance*.

**Retroactive Date:** as stated in the *Schedule* in the event this Endorsement is applicable.

#### Limit of Liability

The maximum the *Insurer* will pay, inclusive of *Legal Costs*, in respect of all claims made against the *Insured* during any one *Period of Insurance* is as stated in the *Schedule*. This limit is part of, and not in addition to, the *Limit of Indemnity* applicable to **Section 10 Public Liability** of this Policy.

The indemnity provided by this Endorsement only applies to claims made against the *Insured* during the currency of this Endorsement.

As part of this Endorsement the following Additional Conditions and Additional Exceptions apply:

#### Additional Conditions

If in relation to any *Abuse* claim the *Insured* have failed to fulfil any of the following conditions the *Insured* will lose the *Insured's* right to indemnity or payment for that claim

- 1 The *Insured* shall give written notice to the *Insurer* as soon as practicable if, during the *Period of Insurance*, the *Insured*:
    - a receive any *Abuse* claim; or
    - b receive any notice of intention to make an *Abuse* claimIn the event that it is not possible to give the *Insurer* such notice before the end of the *Period of Insurance* then the *Insured* must do so not later than 7 days after the end of the *Period of Insurance*.
  - 2 If the *Insured* become aware of any circumstance that might give rise to an *Abuse* claim the *Insured* shall give written notice to the *Insurer* of such circumstance as soon as practicable and in any event not later than the last day of the *Period of Insurance*
- Any *Abuse* claims subsequently arising from any circumstance notified to the *Insurer* shall be deemed to have been made during the *Period of Insurance* in which the notice of such circumstance was first received by the *Insurer*.

#### Additional Exceptions

The *Insurer* will not provide cover:

- 1 where cover is provided by another insurance policy;
- 2 for any claim made against the *Insured* for the alleged actual attempted or threatened *Abuse* of any person committed prior to the *Retroactive Date* stated in the *Schedule*;
- 3 for any claim that has been notified under any other insurance attaching prior to the inception of this Endorsement; or
- 4 for any claim that the *Insured* were or should, after reasonable enquiry, have been aware of prior to the inception of this Endorsement.

## Section 10 Optional Extension – Hirers' Liability

Where stated in the *Schedule* (or otherwise by Endorsement hereto) as 'Insured' the following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy

### 14 Hirers' Liability Extension

In respect of any arrangement entered into by the *Insured* whereby permission is granted to persons, groups or organisations who are not formally constituted under their own trading name or are not otherwise indemnified hereunder for the use of any part of the *Insured's* property, this Policy extends to indemnify such persons, groups or organisations against legal liability for damages and claimant's costs and expenses and *Legal Costs* in respect of *Injury* sustained by any person and/or *Damage to Property* or *Nuisance* arising from such use. Provided as a condition precedent to the liability of the *Insurers* that:

- 1 such persons, groups or organisations are not entitled to indemnity under any other Policy or policies;
- 2 the *Insured* shall ensure that the activity of such persons, groups or organisations shall be limited to *Hirer Activities*;
- 3 the *Insured* shall require all such persons, groups or organisations to agree signed and dated terms and conditions of hire;
- 4 the *Insured* shall ensure that no contracts are entered into with any person under the age of 18 (eighteen) years old;
- 5 the *Insured* shall keep a register of all hirings made.

No liability shall attach to the *Insurers* in respect of *Injury*, loss or damage giving rise to a claim:

- a arising out of *Care and Treatment* other than emergency first aid;
- b made by any member of the group or organisation against another member of the group or organisation.
- c arising out of any persons course of employment by the group or organisation.

Such persons, groups or organisations shall, as though they were the *Insured*, observe, fulfil and be subject to the terms, conditions and exclusions of this Policy in so far as they can apply.

Indemnity in respect of such claims shall not exceed £1,000,000 or other amount as may be shown on the *Schedule* (inclusive of *Legal Costs* and other costs and expenses) for any claim or number of claims arising out of any one *Event* and the *Insured* shall bear the *Excess* as stated in the *Schedule*.

If the liability which is the subject matter of a claim under this Extension is insured under any other insurance, the *Insurer* shall not be liable under this Policy, except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Extension not been in effect.

# Part A – Commercial Combined

## Section 11 | Products Liability

### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 11 – Products Liability**

### Business

means the business of the *Insured* as stated in the *Schedule* and *Business Activities*, which shall include:

- 1 the ownership, repair, maintenance and decoration of the *Insured's Premises*;
- 2 the provision and management of canteen, social, sports and welfare organisations for the benefit of any *Person Employed* and first aid, fire, medical and security services;
- 3 private work undertaken by any *Person Employed* for any *Trustee, Director or Officer* (or *Person Employed* with the prior consent of the *Insured*);
- 4 the maintenance of vehicles and plant owned and used by the *Insured*.

### Excess

means the amounts as stated in the *Schedule*, which the *Insured* shall pay in respect of all damages, compensation, claimant's costs, *Legal Costs* and expenses before the *Insurers* shall be liable to make any payment. The *Excess* shall apply to each *Event* other than legal liability arising out of *Injury* unless otherwise stated in the *Schedule*.

### Insured

means the *Insured* as stated in the *Schedule* and any support or fundraising group formally recognised by, associated with and authorised by the *Insured* whilst carrying on the *Business* provided that such groups (including their activities, income, employees and volunteers) are included within the *Proposal* to the *Insurer*.

### Territorial Limits

means (unless expressly stated to the contrary in this Section or any other part of this Policy, the *Schedule* or any Endorsement which may be attached to this Policy), anywhere in the world in connection with any *Event*, arising out of *Products*.

### The Cover

The *Insurers* shall indemnify the *Insured* and any *Additional Insured*:

- 1 against legal liability for damages and claimant's costs and expenses in respect of:
  - a accidental *Injury* sustained by any person;
  - b accidental *Damage to Property*, happening during the *Period of Insurance* and caused by any *Product(s)*;
- 2 in respect of *Legal Costs* in connection with any *Event* which is or may be the subject of indemnity under 1 above;

and subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### Limit of Liability

- 1 Irrespective of:
  - a the number of parties and/or entities entitled to indemnity;
  - b the number of claimants;the liability of the *Insurers* under this Section including all Extensions in respect of any one *Event* and in the aggregate shall not exceed the *Limit of Indemnity* as stated in the *Schedule*. *cxvdc*

- 2 *Legal Costs* payable by the *Insurer* shall be paid in addition to the *Limit of Indemnity* unless as otherwise stated in the *Schedule*, provided that:
  - a if a payment of damages and/or claimant's costs and expenses exceeding the *Limit of Indemnity* has to be made by the *Insured* to settle any claim; and
  - b the *Insurer* is liable to pay *Legal Costs* in addition to the *Limit of Indemnity*;then the liability of the *Insurer* for *Legal Costs* shall be limited to such proportion as the *Limit of Indemnity* bears to the amount paid by the *Insured* in settlement of such claim. Nothing contained in this clause shall be construed to vary or override **Sections 9, 10 and 11 Conditions 2 Discharge of Liability** of this Policy.

However, in respect of any liability subject to the jurisdiction of any Court of Law in the United States of America or Canada, their territories or possessions, and any judgement, award, order or settlement in any such Court or orders for enforcement of judgement, award, order or settlement made elsewhere by way of reciprocal agreement, convention or otherwise, including any order made anywhere in the world to enforce such judgement, award, order or settlement either in whole or in part, the *Limit of Indemnity* as stated in the *Schedule* is inclusive of *Legal Costs*.

## Section 11 | Exclusions

This Section shall not apply to legal liability for damages and claimant's costs and expenses and/or *Legal Costs*:

- 1 **Product(s)**
  - a in respect of loss of or damage to any *Product(s)* caused by any defect therein or the unsuitability thereof for its intended purpose;
  - b in respect of the costs of recall, removal, repair, alteration, reconditioning, replacement, reinstatement, reduction in value or making any refund in respect of any *Product(s)* caused or necessitated by the defective condition or unsuitability of any *Product(s)* or part of such *Product(s)* to fulfil its intended purpose.
- 2 **Aircraft and Marine Products**  
arising from or in connection with any *Product(s)* which to the knowledge of the *Insured* is or are for use in or incorporation into any craft designed to travel in, on or through air or space or in the safety or navigation of marine craft of any sort.
- 3 **Pollution or Contamination**  
directly or indirectly caused by, arising from or in connection with *Pollution or Contamination*.
- 4 **Contractual Liability**  
in respect of liability assumed under contract or agreement which would not have attached in the absence of such contract or agreement.
- 5 **North American Products**  
in connection with any *Product(s)* which to the knowledge of the *Insured* are exported to the United States of America or Canada, either directly by the *Insured*, or indirectly through any other third party.
- 6 **Medical Treatment**  
based upon, or arising directly or indirectly out of the provision of any *Medical Treatment*.

## Sections 9, 10 and 11 | Exclusions

Section 9 Employers' Liability, Section 10 Public Liability and Section 11 Products Liability of this Policy shall not apply to legal liability:

### 1 Punitive and Exemplary Damages

for punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages or any similar compensation ordered by the Courts, or damages that are uninsurable under law.

### 2 Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

for fines, liquidated damages, penalty clauses or performance warranties or damages that are uninsurable under law.

### 3 Defamation

in respect of any form of libel, slander or defamation, other than as provided for in Section 10 Public Liability Extensions 6 Libel and Slander, and Sections 10 and 11 Extensions 7 Advertising Liability.

### 4 Excess

for the amount of the Excess as stated in the Schedule for each operative Section.

### 5 North American Pollution or Contamination

directly or indirectly caused by or arising from Pollution or Contamination in the United States of America, or Canada or their territories or possessions.

### 6 North American Companies

arising directly or indirectly from or in connection with any Insured or Subsidiary company domiciled or registered in the United States of America, or Canada, or their territories or possessions.

### 7 Terrorism

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:

- a Terrorism
- b any action taken in controlling, preventing, suppressing or in any way relating to a. above

except as stated in Special Provision - Terrorism below.

In any action, suit or other proceedings where Insurers allege that any consequence whatsoever resulting directly or indirectly from or in connection with 7a. and/or 7b. above, regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon the Insured.

#### Special Provision - Terrorism

Subject otherwise to the terms of the Policy

Neither of the Exclusions in 7a and 7b above shall apply to Section 9 Employers' Liability, Section 10 Public Liability and Section 11 Products Liability but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including Legal Costs.

## Sections 9, 10 and 11 | Conditions

### 1 Excess

No indemnity shall be provided until the applicable Excess for any claim has been paid to and received by the Insurer.

### 2 Discharge of Liability

In respect of any claim(s) against the Insured to which a Limit of Indemnity applies, the Insurer may at any time pay the amount of such limit after deduction of any sums already paid or incurred or any lesser amount for which at the absolute discretion of the Insurer, such claim(s) can be settled. The Insurer shall relinquish control of the said claim(s) and be under no further liability in respect thereof except for Legal Costs for

which the Insurer may be responsible prior to the date of such payment unless the Limit of Indemnity is inclusive of Legal Costs.

### 3 Other Insurances

If at the time of any claim(s) covered by Section 9 Employers' Liability, Section 10 Public Liability and Section 11 Products Liability of this Policy there is, or but for the existence of this Policy would be any other insurance covering the same legal liability the indemnity afforded by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected and shall be subject to the Limit of Indemnity as stated in the Schedule.

### 4 Concessionaires, Suppliers and Bona Fide Sub-contractors

It is a condition precedent to the liability of the Insurer that the Insured shall require all concessionaires, suppliers and subcontractors engaged by the Insured and operating under their own trading name to have Employers' Liability (where required by law), Public Liability and Products Liability insurance in full force and effect throughout the currency of this Policy in respect of their liability for Injury and Damage to Property consequent upon all activities carried out for the Insured and that:

- a where such concessionaires, suppliers and subcontractors are engaged in non-manual or Light Manual work or activity such insurance has a Limit of Indemnity for any one occurrence or series of occurrences arising out of one original cause and in the aggregate where applicable which in the Insured's opinion is satisfactory in the context of the nature and amount of work being undertaken; or
- b in all other circumstances such insurance has a Limit of Indemnity of £5,000,000 or the limits purchased by the Insured as detailed in Sections 9, 10 and 11 of the Schedule whichever is the lesser, for any one occurrence or series of occurrences arising out of one original cause and in the aggregate where applicable;
- c such insurance extends to indemnify the Insured as principal.

The Insured shall implement a system to as far as reasonably possible check and retain data confirming that such insurance is in force.

### 5 Child Minding and Crèche Conditions

It is a condition of this Policy that the Insured shall take all steps to ensure the following stipulations are complied with in connection with the provision of child minding, nursery and/or crèche facilities and shall maintain a written system of check to ensure compliance with the same. The Insured shall:

- a at all times ensure adequate numbers of personnel suitably trained in the provision of first aid to minors are on duty;
- b implement a suitable visual means of identifying Service Users with special medical and/or dietary requirements; and
- c have in force and maintain emergency and/or evacuation procedures in respect of:
  - i injuries on or about the premises;
  - ii fire, flood or bomb scares; and
  - iii missing persons (including children).

### 6 Overseas Business Travel

It is a condition of this Policy that the Insured shall advise Insurers in advance of any proposed date of travel by any Person Employed in connection with the Business to:

- 1 any country or part of any country that the Foreign, Commonwealth and Development Office advises against all travel to; and
- 2 any country or part of any country that the Foreign, Commonwealth and Development Office advises against all but essential travel to.

No indemnity shall be provided under this Policy for travel to the territory(ies) specified in 1 and 2 directly above unless the Insurers have granted their express written permission.

The Insurers reserve the right to amend the terms, conditions, limitations and exclusions of this Policy in connection with such travel and to charge additional premium(s) at their discretion.

## 7 Excluded Activities

If *Business Activities* will involve, at the risk of the *Insured*, any of the following:

- a airborne activity or waterborne activity, other than inland waterborne activity as part of an organised and supervised trip or excursion;
- b competitive physical activity or contact sport but not including non-competitive fundraising activity involving cycling, running, rambling and walking;
- c activity involving:
  - i rides on or using animals;
  - ii rides on or using mechanical or electrical equipment other than electric or petrol-driven lawn mowers;
  - iii the use of gymnastic equipment;
  - iv the use of inflatable play equipment;
  - v the use of guns or other weapons or missiles;
  - vi the use of pyrotechnics;
  - vii the erection, maintenance or dismantling of marquees, stages or tiered seating, other than *Temporary Structures*.

the *Insurer* shall indemnify the *Insured* against legal liability for damages and claimant's costs and expenses only if such activity is:

- i organised, arranged, hosted or supplied by a third party entity, venue, concessionaire, supplier or sub-contractor operating under their own trading name and having Public Liability insurance in full force and effect throughout the currency of such activity in respect of their liability for *Injury* and *Damage to Property* consequent upon all such activity and that such insurance has a Limit of Indemnity of £5,000,000 or the limit purchased by the *Insured* as detailed in **Sections 10 Public Liability** and **Section 11 Products Liability** of the *Schedule* whichever is the lesser, for any one occurrence or series of occurrences arising out of one original cause and in the aggregate where applicable; or
- ii specifically declared to and agreed by *Insurer* in writing prior to such activity occurring and the *Insured* has agreed in writing to any terms, conditions and/or additional premium imposed.

If the *Insured* has inadvertently failed to meet the above conditions, the *Insurer* shall have the right to treat any non-disclosure under the terms of **General Condition 17 Non-disclosure, Misrepresentation or Misdescription**. This means that the *Insurer* could accept the claim and charge the additional premium (if any) which would have been applied had the activities been declared, or if the *Insurer* would not have agreed to provide cover, the *Insurer* could refund any premium paid and refuse to accept the claim.

## 8 Bonfire and Fireworks

Where the *Insurer* has provided written confirmation that firework displays or bonfire displays organised by the *Insured* are accepted as *Business Activities*, the *Insurer* shall only be liable in respect of any damages, claimant's costs and expenses and *Legal Costs* if the *Insured* have complied with the following conditions:

- a The *Insured* consult the relevant authorities at least seven days before the event;
- b The *Insured* comply with any recommendations or instructions of the relevant authorities and fireworks manufacturers
- c The *Insured* organise the event in accordance with guidance from the Health and Safety Executive, and the Explosives Industry Group of the CBI
- d Fireworks used must be obtained from an entity complying with the firework regulations concerning the manufacture and supply of fireworks and not modified in any way;
- e The display and bonfire must be at least 100 metres away from:
  - i *Building(s)*;
  - ii vehicles owned by the *Insured*,
  - iii flammable or other Dangerous Substances as defined in The Dangerous Substances and Explosive Atmospheres Regulations 2002 and all combustible materials.

## 9 Litter Picking Condition

Where the *Insured* undertakes litter picking activities, the *Insurer* shall only be liable in respect of any damages, claimant's costs and expenses and *Legal Costs* if the *Insured* have in place a written Health and Safety Policy (deemed by the *Trustees, Directors or Officers* to be satisfactory) in respect of litter picks which:

- a establishes procedures for the handling of needles and drugs equipment; and
- b requires any *Persons Employed* to be informed of such procedures prior to the commencement of any litter pick activity.

## 10 Play Inflatables Condition

Where the *Insurer* has provided written confirmation that the use of play inflatables by the *Insured* are accepted as *Business Activities*, the *Insurer* shall only be liable in respect of any damages, claimant's costs and expenses and *Legal Costs* if the *Insured* have ensured that, in connection with bouncy castles or similar inflatables, that:

- a all operators have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices;
- b the maximum number of persons allowed in or on such devices at any time will not exceed the number outlined in the manufacturers' guidelines or recommendations and such devices are supervised at all times by the operator(s).
- c all outdoor devices have adequate anchorage points which must be used at all times.
- d all devices are inspected daily prior to use and at least annually by a competent person and the records of such inspections retained by the *Insured* for 3 years; and
  - i all defects or risks to health & safety are immediately rectified; or
  - ii the device taken out of use until satisfactorily repaired.
- e where hired in:
  - i the *Insured* have in place a system of check to ensure that the supplier(s) of the inflatable device(s) has Public and Products Liability insurance and that the *Insured* keep a written record of their insurer and policy number; and
  - ii the limit of indemnity under such policy is £5,000,000 or equivalent to the limit of indemnity under the Public and Products Liability Sections of this policy, whichever is the lesser amount

## Sections 9, 10 and 11 | Extensions

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Sections 9, 10 and 11 and the Policy.

### 1 Corporate Manslaughter Legal Defence Costs

The indemnity provided under **Section 9 Employers' Liability**, **Section 10 Public Liability** and **Section 11 Products Liability** of this Policy is extended to indemnify the *Insured* in respect of

- a *Legal Costs*;
  - b prosecution costs awarded against the *Insured*, incurred with the prior consent of *Insurers* in the defence of any criminal proceedings, including any appeal against conviction, arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation
- The *Insurer* shall not be liable in respect of criminal proceedings relating to or arising from:
- a any actual or alleged offence not committed during the *Period of Insurance* and in the course of the *Business*;
  - b any deliberate act or omission by the *Insured* or any *Trustees, Directors or Officers* whilst acting in such capacity which could reasonably have been expected to constitute a breach of the applicable legislation having regard to the nature and circumstances of such act or omission;
  - c any fine, penalties or remedial or publicity orders or any steps required to be taken by such orders; or
  - d *Hirer Activities*

The *Insurer* shall not be liable where indemnity is available from any other source or provided by any other insurance or where but for the existence of this extension, indemnity would have been provided by such other source of insurance, except in

respect of defence costs provided under any other Section of this Policy wherein this Extension shall only operate in respect of any excess beyond the amount payable under any other Section of this Policy.

## 2 Health and Safety at Work Legal Defence Costs

The indemnity provided under [Section 9 Employers' Liability](#), [Section 10 Public Liability](#) and [Section 11 Products Liability](#) of this Policy is extended to indemnify the *Insured* and, if the *Insured* so requests, any *Employee* or *Trustee, Director or Officer* in respect of

a *Legal Costs*;

b prosecution costs awarded against the *Insured*, incurred with the prior consent of *Insurers* arising from any health and safety inquiry or in the defence of any criminal proceedings, including any appeal against conviction, arising from such proceedings in respect of a breach of:

a the Health & Safety at Work Act 1974 and any amending and/or subsequent legislation;

b the Health & Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation.

c Part II of the Consumer Protection Act 1987

d Part II of the Food Safety Act 1990.

The *Insurer* shall not be liable in respect of criminal proceedings relating to or arising from:

a any actual or alleged offence not committed during the *Period of Insurance* and in the course of the *Business*;

b any deliberate act or omission by the *Insured* or any *Employee, or Trustees, Directors or Officers* whilst acting in such capacity which could reasonably have been expected to constitute a breach of the applicable legislation having regard to the nature and circumstances of such act or omission;

c any fine, penalties or remedial or publicity orders or any steps required to be taken by such orders; or

d *Hirer Activities*.

The *Insurer* shall not be liable where indemnity is available from any other source or provided by any other insurance or where but for the existence of this extension, indemnity would have been provided by such other source of insurance, except in respect of defence costs provided under any other Section of this Policy wherein this Extension shall only operate in respect of any excess beyond the amount payable under any other Section of this Policy.

## 3 Compensation for Court Attendance

If at the request of the *Insurers* any *Employee* or *Trustees, Directors or Officers* shall attend court as a witness in connection with a claim in respect of which the *Insured* is entitled to indemnity under these Sections the *Insurers* shall provide compensation to the *Insured* at the following rates per day for each day on which attendance is required.

Any *Trustees, Directors or Officers* £500

Any other *Employee* £250

## 4 Indemnity to Principals

The General Definition of *Additional Insured* includes any principal for whom the *Insured* is carrying out a contract but only to the extent required by such contract and only if the *Insured* would have been entitled to indemnity under this Policy notwithstanding such a contract provided that the Principal will comply with and be subject to all terms, conditions and exclusions in this Policy and the full conduct and control of all claims is vested in the *Insurers*.

## 5 Crisis Event and Reputation Protection Costs

The *Insurer* will pay on behalf of the *Insured* any reasonable costs and expenses incurred with the *Insurer's* prior written consent for *Public Relations Services* to limit adverse publicity arising from any one claim or series of claims against the *Insured* arising out of any *Injury*, provided that such costs and expenses do not form part of any order or penalty by any court or *Official Body*. The *Insurer's* total liability under this Extension is £50,000 in the aggregate during the *Period of Insurance*.

## Sections 10 and 11 | Exclusions

Sections 10 and 11 of this Policy shall not apply to legal liability:

### 1 Professional Services

arising from or in connection with:

- 1 advice;
- 2 design; or
- 3 specification;

provided by or on behalf of the *Insured*

i for a fee; or

ii in the performance of a contract for services for which the *Insured* has received payment, grant or other funding;

but this Exclusion shall not apply to *Personal Assistance* provided by the *Insured* to *Service Users*.

Where [Section 18 Professional Indemnity](#) of this Policy is operative, the *Insurer* shall not be liable under [Section 10 Public Liability](#) or [Section 11 Products Liability](#) for any legal liability for any advice, design or specification provided by the *Insured* or on behalf of the *Insured*.

### 2 Employment Practice Liability

arising directly or indirectly, occasioned by, happening through or in consequence of any *Employment Wrongful Act*

### 3 Tour Operators

directly or indirectly arising from The Package Travel, Package Holidays and Package Tours Regulations 1992 or any subsequent or amending legislation of like kind unless such liability would have attached in the absence of such legislation

### 4 Care and Treatment

in respect of *Care and Treatment* except as otherwise insured by the [Sections 10 and 11 Extensions 1 Care and Treatment](#) of this Policy.

### 5 Asbestos

in respect of:

a exposure to;

b inhalation of;

c fears of the consequences of exposure to or inhalation of; the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of asbestos including any product containing asbestos

## Sections 10 and 11 | Extensions

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Sections 10 and 11 and the Policy.

### 1 Care and Treatment

Notwithstanding Exclusion 4 of [Sections 10 and 11 Exclusions](#):

a the *Insurers* will indemnify the *Insured* against legal liability to pay damages, claimant's costs and expenses and *Legal Costs* in respect of accidental *Injury* occurring anywhere within the *Territorial Limits* during the *Period of Insurance* in connection with the *Business* caused by professional errors, omissions or neglects in the provision of professional medical and care services arising from *Care and Treatment*.

b the maximum the *Insurer* will pay is the *Limit of Indemnity* as shown in the *Schedule*.

c if in relation to any claim the *Insured* have failed to ensure that :

i all *Care and Treatment* is only undertaken by *Persons Employed* who are suitably trained and where appropriate, qualified, and;

ii the relevant National Minimum Standards are complied with in respect of the administration of controlled drugs. the *Insured* will lose the *Insured's* right to indemnity or payment for that claim.

d the *Insurer* will not provide indemnity in respect of legal liability arising from the activities of any nurse prescriber or medical or dental practitioners.

## 2 Tenants Liability - Hired or Rented Buildings

Notwithstanding Sections 9, 10 and 11 Exclusions 3 Other Insurances, the Insurers shall indemnify the Insured against legal liability for damages and claimant's costs and expenses in respect of loss of or damage to buildings (including their fixtures and fittings) hired or rented to the Insured and for occupancy by the Insured.

## 3 Pollution or Contamination

Notwithstanding Section 10 Public Liability Exclusions 3 Pollution or Contamination and Section 11 Products Liability Exclusions 3 Pollution or Contamination the Insurers will indemnify the Insured and any Additional Insured against legal liability for damages and claimant's costs and expenses in respect of Pollution or Contamination within the Territorial Limits in connection with the Business provided always that:

- a Pollution or Contamination is caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the Period of Insurance;
- b no indemnity shall be provided in respect of activities commenced by or on behalf of the Insured prior to inception of the Period of Insurance or any period of continuous insurance prior to inception of the Period of Insurance placed under the Insurer.

All Pollution or Contamination which arises out of one incident shall be deemed by the Insurers for the purposes of this Policy to have been caused at the time such happening takes place.

The total liability of the Insurers for all events agreed by the Insurers to have happened during the Period of Insurance in respect of Pollution or Contamination shall not exceed the Limit of Indemnity specified in the Schedule for Section 10 Public Liability in the aggregate for Section 10 Public Liability and Section 11 Products Liability in respect of the Period of Insurance, inclusive of Legal Costs and shall not apply to the discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants and cooling towers, including any form of water or air cooling or heating systems.

## 4 Cross Liabilities

If the Insured comprises more than one party and/or entity the Insurer shall indemnify each in the same manner and to the same extent as if a separate Policy had been issued to each, provided that the liability of the Insurer shall not exceed the Limit of Indemnity regardless of the number of parties and/or entities entitled to indemnity.

## 5 Legionellosis ("Claims Made")

Section 10 Public Liability and Section 11 Products Liability will indemnify the Insured and any Additional Insured against legal liability for damages and claimant's costs and expenses, and Legal Costs in respect of any claim or claims first made against the Insured and notified to the Insurer during the Period of Insurance resulting from Injury caused by the discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants and cooling towers, including any form of water or air cooling or heating systems, provided that:

- a the total liability of the Insurer under this Extension shall not exceed £1,000,000 in the aggregate during the Period of Insurance, which amount shall include all costs, expenses and Legal Costs;
- b no indemnity is provided to the Insured in respect of any claims made against the Insured where the Occurrence giving rise to the claim happened prior to the date of inception of this Policy (or the date of inception of any prior Policy issued by insurers which includes this or any cover granted on a similar basis);
- c nothing contained in the foregoing to the contrary shall be deemed to increase the total liability of the Insurers in respect of Pollution or Contamination as stated in Sections 10 and 11 Extensions 3 Pollution or Contamination.
- d the Insured complies with the Health and Safety Executive Approved Code of Practice and Guidance "Legionnaires' disease. The control of legionella bacteria in water systems" or any supplementary or amending Code of Practice

## 6 Financial Loss ("Claims Made")

The Insured shall be indemnified against all sums which the Insured shall be legally liable to pay as damages and claimant's costs and expenses and Legal Costs in respect of any claim first made against the Insured and notified to the Insurers during the Period of Insurance for accidental financial loss arising out of a defect in any Product(s), or work carried out negligently by or on behalf of the Insured, subject to the following conditions:

- 1 the liability of the Insurers under this Extension for damages, claimant's costs and expenses and Legal Costs shall not exceed £250,000 during the Period of Insurance regardless of the number of claims made against the Insured;
- 2 the Insured shall bear 10% (ten percent) of each claim, subject to a minimum contribution any one claim of £2,500 including costs, expenses and Legal Costs.

No indemnity is provided to the Insured in respect of:

- a financial loss resulting from Damage to Property, Injury or Nuisance;
- b liquidated damages, fines, penalties or payments of like kind due under any contract or regulation or bylaw whether statutory or not;
- c financial loss arising from any act of fraud or dishonesty by the Insured, or any Additional Insured
- d financial loss sustained by the Insured, or any Additional Insured;
- e libel, slander, injurious falsehood, passing off, infringement of trade name, registered design, copyright or patent;
- f breach or alleged breach of antitrust laws;
- g failure to meet delivery deadlines, complete work on time or return property in the care, custody or control of the Insured, any Additional Insured;
- h the cost or expense of recalling, removing, rectifying, repairing, improving, guaranteeing the performance of or making any refund in respect of any Product(s) or any work to which this Extension refers;
- i any circumstance known to the Insured at inception of the Period of Insurance and which may give rise to a claim;
- j liability for financial loss assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- k financial loss arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- l financial loss arising out of and Breach of Duty, professional advice or professional negligence;
- m any claim for diminution in value of Product(s) or any work to which this Extension applies;
- n relating to any Benefit Scheme.

## 7 Advertising Liability ("Claims Made")

The Insurer will indemnify the Insured in respect of legal liability to pay damages, claimant's costs and expenses and Legal Costs in respect of claims made against the Insured during the Period of Insurance arising from any Advertising Injury committed in good faith by the Insured during the Period of Insurance in the course of the Business.

The liability of the Insurers under this Extension shall not exceed £250,000 during the Period of Insurance regardless of the number of claims made against the Insured.

This Extension will not apply to Advertising Injury arising out of:

- a breach of contract (other than liability for unauthorised misappropriation of advertising ideas based upon breach or alleged breach of an implied contract);
- b infringement of registered trademarks, patents, registered designs, service marks or trade name, other than infringement of advertising materials, titles or slogans;
- c the failure of Products or services to conform with advertised quality or performance;
- d incorrect description or mistake in advertised price of Products or services sold, offered for sale or advertised;
- e advertising activities undertaken on behalf of another party by any Insured engaged in the business of advertising or undertaken for a fee;
- f any statement, broadcast, or publication of material which took place before the inception of the Period of Insurance;
- g an offence committed by the Insured or Additional Insured whose business is primarily advertising, broadcasting, or publishing.



## Part A – Commercial Combined

### Section 12 | Loss of Licence and/or Registration Certificate

#### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 12 – Loss of Licence and/or Registration Certificate**

#### **Incident**

means the *Insured's Licence or Registration Certificate* being:

- 1 forfeited, suspended or withdrawn; or
- 2 refused renewal by the appropriate licensing authority after proper application; due to reasons beyond the control of the *Insured*.

#### **Indemnity Period**

means the period beginning with the occurrence of the *Incident* during which the results of the *Business* shall be affected in consequence of the *Incident*, and ending at the date

- 1 that the *Licence or Registration Certificate* is re-instated; or
  - 2 that the *Insured's* interest ceases due their disposal of the *Premises*, or
  - 3 12 months thereafter,
- whichever is the earlier.

#### The Cover

In the event of an *Incident*, the *Insurer* will indemnify the *Insured* in respect of:

- 1 loss of *Revenue*; and
- 2 the depreciation in value of the *Insured's* interest in the *Premises* or the *Business* covered by the *Licence or Registration Certificate* as insured if the *Premises* or the *Business* are sold within the *Indemnity Period* less any sums already paid under 1 above
- 3 Increase in Cost of Working.
- 4 all costs and expenses incurred by the *Insured* with the written consent of the *Insurers* in connection with any appeal against such loss of *Licence or Registration Certificate*;

occurring during the *Period of Insurance* subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

#### Limit of Liability

The amount payable by the *Insurers* as indemnity hereunder shall be:

- a in respect of loss of *Revenue*: the amount by which the *Revenue* during the *Indemnity Period* shall, in consequence of the *Incident*, fall short of the *Standard Revenue*;
- b in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred by the *Insured* for the sole purpose of avoiding or diminishing the reduction in *Revenue* which, but for that expenditure, would have taken place during the *Indemnity Period* in consequence of the *Incident*, but not exceeding the amount of the reduction in *Revenue* thereby avoided;

less any sum saved during the *Indemnity Period* in respect of such charges and expenses of the *Business* as may cease or be reduced in consequence of the *Incident*.

The liability of the *Insurers* under this Section shall not exceed the total *Sum Insured* as stated in the *Schedule*.

### Section 12 | Exclusions

The *Insurer* will not be liable for loss arising from:

- 1 such refusal to renew a *Licence or Registration Certificate* as entitles the *Insured* to claim compensation under any Statute or legislation;
- 2 any:
  - a actual or proposed compulsory acquisition of the *Premises*; or
  - b any scheme of town or country planning, improvement or redevelopment; or
  - c redistribution, reduction in number, or extinguishment of the *Licence or Registration Certificate* as a result of war damage whether the loss be direct or indirect
- 3 alteration after the commencement of the *Period of Insurance* of the legislation governing the grant, surrender, renewal, suspension, forfeiture, withdrawal or transfer of the *Licence or Registration Certificate*, unless the *Insurers* confirm in writing that the Insurance will apply after such alteration;
- 4 failure:
  - a other than for good cause to keep open the *Premises* during the permitted hours;
  - b to comply with any direction or requirement of the Licencing or other authority; or
  - c to maintain the *Premises* in good sanitary and general repair.
- 5 loss of *Licence or Registration Certificate* occasioned wholly or in part by any act or omission by the *Insured* or by failure of the *Insured* to take all reasonable action to maintain the *Licence or Registration Certificate* in force.

### Section 12 | Conditions

#### **1 Duties of the Insured**

It is a condition precedent to the liability of the *Insurer* that the *Insured* shall give the *Insurers* written notice within 14 (fourteen) days of receiving information whether oral or written that:

- a any notice, caution or complaint has been given or made against the *Premises* or the tenant, manager, occupier or *Licence or Registration Certificate* holder or that such person has been summoned or charged with or convicted of or committed for trial for any offence whatsoever;
- b an application for renewal is to be opposed or that its consideration is adjourned or referred to any compensation authority or the *Licence or Registration Certificate* holder is required to give any undertaking or if structural alterations are required;
- c the *Licence or Registration Certificate* holder has died, become bankrupt, absconded or been rendered incapable by sickness or other infirmity of carrying on the *Business*.

#### **2 Claims**

It is a condition precedent to the liability of the *Insurer* that the *Insured* shall give the *Insurer* written notice within 14 (fourteen) days of:

- a the *Incident*; or
- b any event coming to the knowledge of the *Insured* which is likely to prejudice the *Licence or Registration Certificate*.

Such notice is to state (as far as the *Insured* is able) the grounds on which any order was made or the particulars of the relevant event. The *Insurers* shall be entitled to appeal in the name of the *Insured* against any such loss of *Licence or Registration Certificate* and shall have full discretion in the conduct of any proceedings for which the *Insured* shall give the *Insurer* all such assistance as the *Insurer* may require.

### 3 Alterations

It is a condition precedent to the liability of the *Insurer* that:

- a no alterations to the *Premises* shall be made without the sanction of the Licencing or other competent authority;
- b no application shall be made for the removal of the *Licence* or *Registration Certificate* to other premises nor shall any offer be made to surrender or discontinue any *Licence* or *Registration Certificate* without the written consent of the *Insurer*;
- c the *Insured* shall from time to time give all such information as the *Insurer* may require for any purpose connected with this Insurance and the risk hereby insured against and any of the duly authorised representatives of the *Insurer* may at all reasonable times enter and inspect the *Premises*.

### 4 The Rights of the Insurers

It is a condition precedent to the liability of the *Insurer* that:

- a the *Insurers* shall exercise against the tenant, manager or occupier of any *Premises* and the *Licence* or *Registration Certificate* holder all rights, powers and privileges which the *Insured* may be entitled so to exercise and which may be calculated to protect the *Licence* or *Registration Certificate* against loss or to protect the interest of the *Insured*;
- b the *Insured* shall make all such applications including applications to the Magistrates Court for a protection order and generally do all such acts or things which the *Insured* may be entitled to do under the appropriate legislation or otherwise and which are calculated or intended to prevent the loss of the *Licence* or *Registration Certificate* by the death, bankruptcy or incapacity of any tenant, manager, occupier or *Licence* or *Registration Certificate* holder or if any such person shall abscond or be convicted of any offence the *Insured* shall procure a suitable person to replace them and forthwith make application for the transfer of the *Licence* or *Registration Certificate* or grant of the *Licence* or *Registration Certificate* by way of renewal to such other person.

## Part A – Commercial Combined

### Section 13 | Motor No Claims Discount and Excess Protection

#### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 13 – Motor No Claims Discount and Excess Protection**

#### **Excess**

means any voluntary excess under a current private motor vehicle Policy together with any standard printed Policy excess, but this shall not include:

- 1 any excess imposed as a compulsory excess following an *Insurer's* underwriting consideration of a *Proposal* form or renewal of such Policy;
- 2 the amount of any such excess which is recovered from a third party.

#### The Cover

The *Insurers* will indemnify the *Insured* against any losses incurred by any *Insured Person* as a result of the loss or reduction of their *No Claims Discount* or the payment of the *Excess*, in connection with a *Motor Accident* whilst acting as a *Voluntary Driver*.

#### Limit of Liability

The *Insurers* will indemnify the *Insured* following:

- 1 loss of or reduction in *No Claims Discount* under a current private motor vehicle insurance Policy held by the *Insured Person*;
- 2 payment of the *Excess* under a current private motor vehicle Policy held by the *Insured Person*;

following an accident involving a private motor vehicle, which at the time of the *Motor Accident* is being used by the *Insured Person* whilst acting as a *Voluntary Driver*.

In the event of loss of *No Claims Discount*, the *Insurers* will pay the loss or reduction in the ensuing year's *No Claims Discount* plus the annual difference if any thereafter between the discount earned and the discount which would have been earned had the accident not occurred. The calculation(s) of the amounts to be paid shall be based on the scale of discount in force at the time of the accident, such amount payable not exceeding in all the sum of £500 or the amount of the damage if less than the discount reduction. No payment will be made for the temporary loss of *No Claims Discount*.

### Section 13 | Conditions

The following Conditions apply to this Section:

#### **1 Driver Conditions**

The *Insured* shall implement and maintain a written register of *Insured Persons* acting as *Voluntary Drivers* declared for cover under this Section and in respect of which the premium has been calculated. The *Insured* shall further ensure that it maintains a system of check to ensure compliance by all such *Insured Persons* with the following Driver Conditions:

- a no vehicle used shall be capable of carrying more than 16 (sixteen) passengers or modified in any way;
- b any *Insured Person* acting as a *Voluntary Driver*:
  - i shall not perform such activity for hire or reward other than the reimbursement of expenses incurred;
  - ii shall be in possession of valid Motor Insurance, a current Ministry of Transport Vehicle Test Certificate where applicable and a Road Fund Licence for the vehicle;
  - iii shall have the prior agreement of his or her motor insurers prior to performing any transport duties on behalf of the *Insured* and shall provide evidence of their agreement to the *Insured*;
  - iv shall maintain his or her vehicle in a roadworthy condition at all times;
  - v shall comply with all aspects of road traffic legislation and any subsequent or amending legislation at all times;
  - vi shall be in possession of a valid United Kingdom driving licence to drive the vehicle and any such driving licence shall be free of endorsements other than endorsements for speeding, parking offences, and Traffic Signal Offences not exceeding 6 (six) points in total.

#### **2 Substantiation**

It is a condition precedent to the *Insurer's* liability that in substantiation of a claim under this Section the *Insured Person* shall provide a letter from the private motor vehicle insurers stating:

- a the amount of *No Claims Discount* permanently lost;
- b the scale of discount;
- c the date of the occurrence and accident location;
- d the amount of the *Excess* and whether this was voluntary, part of the standard printed wording or compulsorily imposed; and
- e the amount of any such *Excess* which is recovered from a third party.

The *Insured Person* shall also provide any further documentation, which may be reasonably required by the *Insurers*.

## Part B - Legal Expenses

### Section 14 | Legal Expenses

This Section of the Policy is administered by DAS Legal Expenses Insurance Company Limited via their agreement with Aviva Insurance Limited.

#### Claims and helpline

As soon as You are aware of an incident, You should get legal advice from the legal helpline on **0345 300 1899** without delay.

Please have Your Policy number to hand. If You think that You might need to claim, contact the helpline on **0345 300 1899** and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing.

A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time.

#### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 14 – Legal Expenses**

#### Injury

means bodily injury or death but does not mean any sickness, disease or naturally occurring condition or degenerative process.

#### Insured

means the *Insured* as stated in the *Schedule* and at the *Insured's* request any *Insured Person*.

#### The Cover

*Insurers* agree to provide the insurance described in this Section of the policy for the *Insured* (or where specified, the *Insured Person*) in respect of any insured incident arising in connection with the *Business* in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

- 1 *Reasonable Prospects* exist for the duration of the claim;
- 2 the *Date of Occurrence* of the insured incident is during the *Period of Insurance*;
- 3 any legal proceedings will be dealt with by a court, or other body which *Insurers* agree to, within the *Countries Covered*, and;
- 4 the insured incident happens within the *Countries Covered*.

#### What Insurers will pay

*Insurers* will pay an *Appointed Representative*, on the *Insured's* behalf, *Costs and Expenses* incurred following an insured incident, and any compensation awards that *Insurers* have agreed to, provided that:

- 1 the most *Insurers* will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the *Limit of Indemnity* in the *Schedule*;
- 2 the most *Insurers* will pay in *Costs and Expenses* is no more than the amount *Insurers* would have paid to a *Preferred Law Firm or Tax Consultancy*;
- 3 in respect of an appeal or the defence of an appeal, the *Insured* must tell the *Insurer* within the time limits allowed that the *Insured* wants to appeal. Before *Insurers* pay the *Costs and Expenses* for appeals, *Insurers* must agree that *Reasonable Prospects* exist;
- 4 for an enforcement of judgment to recover money and interest due to the *Insured* after a successful claim under this policy, *Insurers* 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 *Insurers* will pay in *Costs and Expenses* is the value of the likely award, and

- 6 in respect of **Legal Defence 6 Jury Service and Court Attendance** the maximum *Insurers* 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 court pays.

#### What Insurers will not pay

- 1 In the event of a claim, if the *Insured* decides not to use the services of a *Preferred Law Firm or Tax Consultancy*, the *Insured* will be responsible for any costs that fall outside the *DAS Standard Terms of Appointment* and these will not be paid by *Insurers*.
- 2 The total of the compensation awards payable by *Insurers* shall not exceed £1,000,000 in any one *Period of Insurance*.
- 3 The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000.
- 4 The *Insurers* will not provide indemnity in respect of bodily injury including death, illness, disease or nervous shock, wrongful arrest, detention, imprisonment, eviction and accusation of shoplifting arising out of:
  - a the alleged, actual or threatened *Abuse* of any person:
    - i in the care of;
    - ii under the protection of the *Insured* or any one working for or on behalf of the *Insured*;
  - b the negligent:
    - i employment;
    - ii investigation;
    - iii supervision;
    - iv reporting to the proper authorities or the failure to report
    - v retentionof any person for whom the *Insured* is or ever was legally responsible and whose conduct is excluded by a above.

### Section 14 | Insuring Clauses

#### EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

##### 1 Employment Disputes

*Costs and Expenses* to defend the *Insured's* legal rights:

- a before the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- b in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c 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.

#### What is not covered under Employment Disputes

A claim relating to the following:

- 1 a dispute where the cause of action arises within the first 90 days of the start of the policy
- 2 a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of the policy if the *Date of Occurrence* was within the first 180 days of the start of the policy
- 3 redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of the policy
- 4 damages for personal injury or loss of or damage to property
- 5 Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

## 2 Compensation awards

*Insurers will pay:*

- 1 any basic and compensatory award; and/or
- 2 an order for compensation following a breach of the *Insured's* statutory duties under employment legislation in respect of a claim *Insurers* have accepted under Insuring Clause 1.

Provided that:

- a in cases relating to performance and/or conduct, the *Insured* has throughout the employment dispute either:
  - i followed the ACAS Code of Practice on Discipline and Grievance; or
  - ii followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - iii sought and followed advice from DAS legal advice service
- b for an order of compensation following the *Insured's* breach of statutory duty under employment legislation the *Insured* has at all times sought and followed advice from DAS legal advice service since the date when the *Insured* should have known about the employment dispute
- c for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the *Insured* has sought and followed advice from DAS Claims Department before starting any redundancy process or procedure with *Employees*
- d the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by *Insurers*.

The total of compensation awards payable by *Insurers* is £1,000,000 in any one *Period of Insurance*.

### What is not covered under Compensation Awards

- 1 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 and safety related dismissals brought under Section 44 of the Employment Rights Act 1996;
  - d statutory rights in relation to trustees of occupational pension schemes.
- 2 Non-payment of money due under a contract of employment or a statutory provision.
- 3 Any award ordered because the *Insured* has failed to provide relevant records to *Employees* under National Minimum Wage legislation.
- 4 A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- 5 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:
  - a under legislation for unlawful discrimination; or
  - b as trustee of a pension fund set up for the benefit of *Employees*.

Please note that *Insurers* will only provide cover for an *Insured Person* (other than the *Insured*) at the *Insured's* request.

- 6 Service occupancy *Costs and Expenses* to pursue a dispute with an *Employee* or former *Employee* to recover possession of premises owned by, or for which the *Insured* is responsible. Any claim relating to defending the *Insured's* legal rights other than defending a counter-claim.

## LEGAL DEFENCE

*Costs and Expenses* to defend the *Insured Person's* legal rights:

- 1 **Criminal pre-proceedings** cover prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the *Insured Person* has or may have committed a criminal offence

- 2 **Criminal prosecution defence** following an event which leads to the *Insured Person* being prosecuted in a court of criminal jurisdiction

Please note *Insurers* will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the *Business*.

- 3 **Data protection and Information Commissioner registration**

The *Insurer* will

- a i defend the legal rights of an *Insured Person* following civil action taken against the *Insured Person* for compensation.

- ii pay any compensation award made against the *Insured Person*

under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing, provided that the *Insured* are registered with the Information Commissioner at the time of the incident giving rise to the action.

- b represent the *Insured* in appealing against the refusal of the Information Commissioner to register the *Insured's* application for registration.

- 4 **Wrongful arrest**

If civil action is 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*.

- 5 **Statutory notice appeals**

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the *Business*.

- 6 **Jury service and court attendance**

An *Insured Person* absence from work:

- a to perform jury service
- b to attend any court or tribunal at the request of the *Appointed Representative*.

The maximum *Insurers* will pay is the *Insured Person's* net salary or wages for the time that they are absent from work less any amount the *Insured*, the court or tribunal, have paid them.

Provided that:

- a for claims relating to the Health and Safety at Work etc Act 1974 the *Countries Covered* shall be any place where the Act applies;
- b at the time of the insured incident, the *Insured* has registered with the Information Commissioner in respect of Insuring Clause 3 Data protection and Information Commissioner registration;
- c The *Insured* requests *Insurers* to provide cover for the *Insured Person*.

### What is not covered under Legal Defence

A claim related to the following:

- 1 an appeal against the imposition or terms of any Statutory Notice issued in connection with the *Insured's* licence, mandatory registration or British Standard Certificate of Registration;
- 2 a Statutory Notice issued by an *Insured Person's* regulatory or governing body.

Please note this exclusion applies to sections 1 and 2 of the **Legal Expenses** section of the policy;

## STATUTORY LICENCE APPEAL

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel your licence, mandatory registration or British Standard Certificate of Registration.

### What is not covered under Statutory Licence Appeal

A claim relating to the following:

- 1 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
- 2 the ownership, driving or use of a motor vehicle.

## CONTRACT DISPUTES

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by the *Insured* or on the *Insured's* behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a the amount in dispute exceeds £500 (incl VAT).
- b if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
- c if the dispute relates to money owed to the *Insured*, a claim under the policy is made within 90 days of the money becoming due and payable.

### What is not covered under Contract Disputes

- 1 A dispute arising from an agreement entered into prior to the start of the policy if the *Date of Occurrence* is within the first 90 days of the cover provided by the policy.
- 2 a The settlement payable under an insurance policy (*Insurers* will cover a dispute if the *Your* insurer refuses *Your* claim, but not for a dispute over the amount of the claim).  
b The sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, *Insurers* will cover a dispute with a professional adviser in connection with these matters.  
c A loan, mortgage, pension, guarantee or any other financial product and choses in action.  
d A motor vehicle owned by, or hired, 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.
- 3 A dispute with an *Employee* or former *Employee* which arises out of, or relates to, a contract of employment with the *Insured*.
- 4 A dispute which arises out of the: sale or provision of computer hardware, software, systems or services; or the purchase or hire of computer hardware, software, systems or services tailored by a supplier to the *Insured's* own specification.
- 5 A dispute arising from a breach or alleged breach of contractual, tortious or fiduciary duties owed to or by the *Insured* to or by another organisation or individual in connection with the provision of professional services or advice by an *Insured Person*.
- 6 The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

## PROPERTY PROTECTION

A civil dispute relating to material property which is owned by the *Insured*, or is the *Insured's* responsibility 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 the *Insured's* land, or some right over, or in connection with it); or
- 3 a trespass.

Please note that the *Insured* must have established the legal ownership or right to the land that is the subject of the dispute.

### What is not covered under Property Protection

A claim relating to the following:

- 1 a contract the *Insured* has entered into
- 2 goods in transit or goods lent or hired out
- 3 goods at premises other than those occupied by the *Insured* unless the goods are at the premises for the purpose of installations or use in work to be carried out by the *Insured*
- 4 mining subsidence
- 5 defending the *Insured's* legal rights but we will cover defending a counter-claim
- 6 a motor vehicle owned or used by, or hired or leased to an *Insured Person* (other than damage to motor vehicles where the *Insured* is in the business of selling motor vehicles)
- 7 the enforcement of a covenant by or against the *Insured*.

## PERSONAL INJURY

At the *Insured's* request, *Insurers* will pay *Costs and Expenses* for an *Insured Person's* and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

### What is not covered under Personal Injury

A claim relating to the following:

- 1 any illness or bodily injury that happens gradually
- 2 psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- 3 defending an *Insured Person's* or their family members' legal rights other than in defending a counter-claim
- 4 clinical negligence.

## TAX PROTECTION

- 1 A *Tax Enquiry*.
- 2 An *Employer Compliance Dispute*.
- 3 A *VAT Dispute*.

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

Please note *Insurers* will only cover tax claims which arise in direct connection with the activities of the *Business*.

### What is not covered under Tax Protection

- 1 Any tax avoidance schemes.
- 2 Any failure to register for Value Added Tax or Pay As You Earn.
- 3 Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
- 4 Any claim relating to import or excise duties and import VAT.
- 5 Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## Section 14 | Exclusions

*Insurers* will not pay for the following:

- 1 **Late reported claims**  
Any claim reported to the *Insurer* more than 180 days after the date the *Insured Person* should have known about the incident giving rise to a claim.
- 2 **Costs *Insurers* have not agreed**  
*Costs and Expenses* incurred before the *Insurer's* written acceptance of a claim.
- 3 **Court awards and fines**  
Fines, penalties, compensation or damages which the *Insured Person* is ordered to pay by a court or other authority, other than compensation awards covered under Insuring Clauses **Employment Disputes** and **Compensation Awards** and **Legal Defence**.
- 4 **Legal action *Insurers* have not agreed**  
Legal action an *Insured Person* takes which *Insurers* or the *Appointed Representative* have not agreed to, or where the *Insured Person* does anything that hinders *Insurers* or the *Appointed Representative*.
- 5 **Intellectual property rights**  
Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 6 **Deliberate acts**  
Any insured incident deliberately or intentionally caused by an *Insured Person*.
- 7 **Franchise or agency agreements**  
Any claim relating to rights under a franchise or agency agreement entered into by the *Insured*.
- 8 **A dispute with DAS**  
A dispute with *Insurers*

- 9 Shareholding or partnership disputes**  
Any claim relating to a shareholding or partnership share in the *Business*.
- 10 Judicial review**  
*Costs and Expenses* arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 11 Bankruptcy**  
Any claim where either at the start of, or during the course of a claim, the *Insured*:
- a** is declared bankrupt
  - b** has filed a bankruptcy petition
  - c** has filed a winding-up petition
  - d** has made an arrangement with *Your* creditors
  - e** has entered into a deed of arrangement
  - f** is in liquidation
  - g** part or all of the *Insured's* affairs or property are in the care or control of a receiver or administrator.
- 12 Defamation**  
Any claim relating to written or verbal remarks that damage the *Insured Person's* reputation.
- 13 Calendar date devices**  
Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 14 Litigant in person**  
Any claim where an *Insured Person* is not represented by a law firm, barrister or tax expert.

## Section 14 | Conditions

### 1 Insured's representation

- a** On receiving a claim, if representation is necessary, *Insurers* will appoint a *Preferred Law Firm or Tax Consultancy* or in-house lawyer as the *Insured's Appointed Representative* to deal with the claim. We will try to settle *Your* claim by negotiation without having to go to court.
- b** If the appointed *Preferred Law Firm or Tax Consultancy* or the *Insurers* in-house lawyer 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*. *Insurers* will choose the *Appointed Representative* to represent the *Insured* in any proceedings where *Insurers* are liable to pay a compensation award.
- c** If the *Insured* chooses a law firm as its *Appointed Representative* who is not a *Preferred Law Firm or Tax Consultancy*, *Insurers* 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 the *insured's* chosen law firm refuse to act on this basis, the most *Insurers* will pay is the amount they would have paid under the *DAS Standard Terms of Appointment*.
- d** The *Appointed Representative* must co-operate with *Insurers* at all times and must keep *Insurers* up to date with the progress of the claim.

### 2 Insured's responsibilities

An *Insured Person* must:

- a** co-operate fully with *Insurers* and the *Appointed Representative* or *Preferred Law Firm or Tax Consultancy*;
- b** give the *Appointed Representative* any instructions that *Insurers* ask the *Insured* to.

### 3 Offers to settle a claim

- a** An *Insured Person* must tell the *Insurers* if anyone offers to settle a claim and must not negotiate or agree to any settlement without *Insurers* written consent.
- b** If an *Insured Person* does not accept a reasonable offer to settle a claim, *Insurers* may refuse to pay further *Costs and Expenses*.
- c** *Insurers* 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 *Insurers* to take over and pursue

or settle a claim in their name. An *Insured Person* must allow *Insurers* to pursue at *Insurers* own expense and for their benefit, any claim for compensation against any other person and an *Insured Person* must give *Insurers* all the information and help *Insurers* need to do so.

- d** Where a settlement is made on a without-costs basis *Insurers* will decide what proportion of that settlement will be regarded as *Costs and Expenses* and payable to *Insurers*.

### 4 Assessing and recovering costs

- a** An *Insured Person* must instruct the *Appointed Representative* to have *Costs and Expenses* taxed, assessed or audited if *Insurers* ask for this.
- b** An *Insured Person* must take every step to recover *Costs and Expenses* and court attendance and jury service expenses that *Insurers* have to pay and must pay *Insurers* any amounts that are recovered.

### 5 Cancelling an Appointed Representative's appointment

If the *Appointed Representative* refuses to continue acting for an *Insured Person* with good reason or if an *Insured Person* dismisses the *Appointed Representative* without good reason, the cover *Insurers* provide will end at once, unless *Insurers* agree to appoint another *Appointed Representative*.

### 6 Withdrawing cover

If an *Insured Person* settles a claim or withdraws their claim without *Insurer's* agreement, or does not give suitable instructions to the *Appointed Representative*, *Insurers* can withdraw cover and will be entitled to reclaim any *Costs and Expenses* *Insurers* have paid.

### 7 Expert opinion

*Insurers* may require the *Insured* to get, at the *Insured's* own expense, an opinion from an expert, that *Insurers* consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by *Insurers* and the cost agreed in writing between the *Insured* and *Insurers*. Subject to this *Insurers* 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 *Insurers* have agreed to) or make a successful defence.

### 8 Arbitration

If there is a disagreement between the *Insured* and *Insurers* about the handling of a claim and it is not resolved through *Insurer's* internal complaints procedure and the *Insured* is a small business, you can contact the Financial Ombudsman Service for help. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by the *Insured* and *Insurers*. If there is a disagreement over the choice of arbitrator, *Insurers* will ask the Chartered Institute of Arbitrators to decide.

### 9 Keeping to the policy terms

An *Insured Person* must:

- a** keep to the terms and conditions of this policy
- b** take reasonable steps to avoid and prevent claims
- c** take reasonable steps to avoid incurring unnecessary costs
- d** send everything *Insurers* ask for in writing, and
- e** report to *Insurers* full and factual details of any claim as soon as possible and give *Insurers* any information they need.

### 10 Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, *Insurers* will only pay their share of the claim even if the other insurer refuses the claim.

## Part C – Executive Risks

### Section 15 | Trustees, Directors and Officers Liability

#### The Cover

The *Insurer* will, subject to all the terms, conditions and exclusions of the Policy and of this Section agree:

#### 1 Trustees, Directors and Officers

To indemnify or pay on behalf of any *Trustee, Director or Officer* for *Loss* sustained as a result of any *Claim* which is first made during the *Period of Insurance* against such *Trustee, Director or Officer* arising from any *Wrongful Act*, except for *Loss* which is recoverable under any other Insuring Clause.

#### 2 Company Reimbursement

To indemnify or pay on behalf of the *Insured* for *Loss* sustained as a result of any *Claim* which is first made against any *Trustee, Director or Officer* during the *Period of Insurance* arising from a *Wrongful Act* where an indemnity has been given or lawfully is required to be given by the *Insured* to the *Trustee, Director or Officer*.

#### 3 Corporate Wrongful Acts

To indemnify or pay on behalf of the *Insured* for *Loss* sustained as a result of any *Claim* first made against the *Insured* during the *Period of Insurance* and arising from a *Corporate Wrongful Act*.

#### 4 Investigation Costs

To pay on behalf of any *Trustee, Director or Officer* or the *Insured* for any *Investigation Costs* where the relevant investigation is first initiated during the *Period of Insurance*.

#### Limit of Indemnity

The limit of the *Insurer's* liability under this Section of the Policy shall be in the amount set out in the *Schedule* and shall be the maximum aggregate amount payable hereunder in the *Period of Insurance* inclusive of *Costs, Charges and Expenses*.

Any inner limits shown are, unless specified in the relevant Extension, within and not in addition to the *Limit of Indemnity* and apply in the aggregate in the *Period of Insurance*

If more than one *Claim* arises from the same *Wrongful Act*, then it will be deemed a single *Claim*.

#### The Excess

Where an *Excess* is stated in the *Schedule*, no *Claim* for *Loss* shall be paid by the *Insurers* until the applicable *Excess* is exceeded; the only exception being when the *Insured* is unable to make actual indemnification to the *Insured* by reason of insolvency.

If a *Claim* is covered in part under more than one Insuring Clause, the higher *Excess* of the applicable Insuring Clause shall apply.

### Section 15 | Exclusions

The *Insurers* shall not be liable to make any payment for *Loss*, or *Costs, Charges and Expenses*:

#### 1 Bodily Injury and Property Damage

arising directly or indirectly out of

**a** *Injury*, death, illness, disease, sickness, mental anguish, emotional distress; however this Exclusion shall not apply to *Investigation Costs* and *Costs, Charges and Expenses* as provided under *Section 15 Extensions 15 Bodily Injury Defence Costs* or *Extensions 17 Corporate Manslaughter Defence Costs*

**b** damage to, destruction of, or loss of use of any tangible property, but this Exclusion shall not apply to *Investigation Costs* and *Costs, Charges and Expenses* as provided in *Section 15 Extensions 16 Property Damage Defence Costs*

#### 2 Conduct

arising directly or indirectly out of;

**a** any proven dishonest, fraudulent or criminal act or omission of any *Trustee, Director or Officer*;

**b** any *Trustee, Director or Officer* gaining any personal profit or advantage to which they were not legally entitled either at law or in equity;

**c** the return by any *Trustee, Director or Officer* of remuneration to which they were not legally entitled either at law or in equity;

**d** any *Wrongful Act* which the *Trustee, Director or Officer* knew to be a *Wrongful Act* or which was committed in reckless disregard of whether or not it was a *Wrongful Act*, provided that any *Wrongful Act* pertaining to any *Trustee, Director or Officer* shall not be imputed to any other person for the purposes of determining the applicability of this Exclusion.

#### 3 Related Parties

initiated, commenced or brought by the *Insured* or by any *Trustee, Director or Officer* except where such *Claim* is:

**a** for indemnity or contribution in respect of an independent third party;

**b** brought by or under the direction of an administrator, liquidator or receiver;

**c** brought by a shareholder, member, or a group of shareholders or members of the *Insured* in the name of the *Insured* without the involvement of any *Trustee, Director or Officer* as provided for under *Section 15 Extensions 13 Pollution Claims*, or *Section 15 Extensions 14 Shareholder Action*; for *Costs, Charges and Expenses* in respect of the *Claim* brought by the *Insured*.

#### 4 Pollution

based upon, or arising directly or indirectly out of:

**a** actual or alleged seepage, *Pollution or Contamination* of any kind;

**b** the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of *Loss* which may have contributed concurrently or in any sequence to a *Claim*;

except as may be provided by way of *Section 15 Extension 13 Pollution Claims*

#### 5 Geographical Limits

brought under a law outside the *Geographical Limits* or under the laws of countries outside the *Geographical Limits* or brought to enforce a judgement obtained in any court of law or under the laws of any country outside the *Geographical Limits*.

#### 6 Pension Trustees

based upon, or arising directly or indirectly out of any *Trustee, Director or Officer* acting in the capacity of trustee or fiduciary or administrator of any *Benefit Scheme*, except as may be provided by way of *Section 15 Extensions 10 Pension Claims*

#### 7 Professional Indemnity

based upon, or arising directly or indirectly out of the performance of or failure to perform professional or consulting or advisory or design services for others whether or not a fee is charged or received in respect of such services

#### 8 Insolvency

based upon, or arising directly or indirectly out of:

**a** the insolvency or liquidation or receivership or administration (voluntary or otherwise) of the *Insured*; or

**b** if before the commencement of the winding up, the *Trustee, Director or Officer* knew or ought to have known there was no reasonable prospect of the *Insured* avoiding going into insolvent liquidation or insolvent administration, any court declaration in the course of the winding up of the *Insured* and on the application of the liquidator or administrator, that such *Trustee, Director or Officer* is liable to make a contribution to the *Insured's* assets.



## Additional Exclusions applying to The Cover 3 Corporate Wrongful Acts only

### 9 Breach of Contract

based upon, or arising directly or indirectly out of the giving by the *Insured* of any warranty, indemnity or guarantee or financial obligation assumed by the *Insured* under contract except to the extent that such liability would have attached in the absence of such contract or agreement but that this Exclusion shall not apply in relation to *Costs, Charges and Expenses* as covered under [Section 15 Extensions 18 Corporate Breach of Contract Defence Costs](#).

### 10 Breach of Copyright

based upon, or arising directly or indirectly out of any misappropriation, infringement or breach of copyright, patent, trademark, trade secret, misuse of confidential information, infringement of data law protection, the tort of passing-off or intellectual property rights except for *Costs, Charges and Expenses* covered under [Section 15 Extensions 19 Corporate Breach of Copyright Defence Costs](#).

### 11 Defamation, Libel or Slander

based upon, or arising directly or indirectly out of any actual or alleged libel, slander or defamation.

### 12 Employment Wrongful Acts

based upon, or arising directly or indirectly out of any *Employment Wrongful Act*.

## Section 15 | Conditions

### 1 Termination

In the event that:

- a** there is a complete change of control of the *Insured* or
- b** the *Insured* is merged or consolidated with another entity so that the *Insured* is not the surviving entity;

then from the date that such event takes place, this Policy will not cover any *Wrongful Act* occurring subsequently, except where cover is provided under [Section 15 Extensions 13 Retired Trustees](#).

## Section 15 | Extensions

Unless otherwise stated in the *Schedule*, the following Extensions shall apply and, other than [Extensions 1 Additional Defence Costs](#), shall form part of and not be in addition to the *Limit of Indemnity* as detailed in [Limit of Indemnity](#) above.

### 1 Additional Defence Costs

The *Insurer* will provide an additional indemnity for Loss sustained in respect of a *Trustee, Director or Officer* if the *Limit of Indemnity* of this Section for the *Period of Insurance* is exhausted, provided that:

- a** further liability shall only be for Loss covered under [Section 15 Trustees, Directors and Officers Liability](#); and
- b** the *Insurer* will not provide such indemnity until all other limits written specifically in excess of this Section have been exhausted.

The *Insurer's* total liability under this extension of cover for all *Trustee, Director or Officers* is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*.

### 2 Bail Bond Costs

The *Insurer* will pay on behalf of any *Trustee, Director or Officer* the reasonable premium (not including any collateral) for a bond or other financial instrument to guarantee a *Trustee, Director or Officer's* contingent obligation for bail or equivalent in any jurisdiction required by a court incurred directly with a *Claim* covered under this policy during the *Period of Insurance*.

The *Insurer's* total liability under this Extension for all *Trustees, Directors or Officers* is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*.

### 3 Civil Fines and Penalties

The *Insurer* will pay on behalf of any *Trustee, Director or Officer* civil fines or penalties imposed by any *Official Body* as a direct result of a *Wrongful Act*, provided always that it is legally permissible to insure against the payment of the penalty or fine. The *Insurer's* total liability under this Extension for all *Trustees, Directors or Officers* is 25% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*.

### 4 Compensation for Court Attendance

If at the request of the *Insurers* any *Employee, or Trustee, Director or Officer* shall attend court as a witness in connection with a *Claim*, in respect of which the *Insured* is entitled to indemnity under this Section, the *Insurers* shall provide compensation to the *Insured* at the following rates per day for each day on which attendance is required.

Any *Trustee, Director or Officer, or Employee* £500

### 5 Crisis Event and Reputation Protection Costs

The *Insurer* will pay on behalf of the *Insured or Trustee, Director or Officer*, the reasonable costs and expenses incurred with the *Insurer's* prior written consent for *Public Relations Services* to limit adverse publicity following a *Claim* arising from a *Wrongful Act* or a *Corporate Wrongful Act*, provided that such costs and expenses do not form part of any order or penalty by any court or *Official Body*.

The *Insurer's* total liability under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*.

### 6 Defence Costs for Extradition, Deportation and Asset Protection

The *Insurer* will pay on behalf of any *Trustee, Director or Officer*, any reasonable *Costs, Charges and Expenses* to defend or seek the discharge or revocation of any court order made, or proceedings commenced, during the *Period of Insurance*, arising from a *Claim* as the result of a *Wrongful Act*, concerning:

- a** confiscation, assumption of ownership and control, suspension or freezing of the *Trustee, Director or Officer's* assets
- b** charges over the *Trustee, Director or Officer's* real property or personal assets
- c** temporary or permanent prohibition placed upon the *Trustee, Director or Officer* by reason of holding office or performing the function of a *Trustee, Director or Officer* of the *Insured*
- d** restriction of the *Trustee, Director or Officer's* liberty to a specified domestic residence or an official detention
- e** deportation of the *Trustee, Director or Officer* following a court order revoking a valid current immigration status for reasons other than the criminal conviction of the *Trustee, Director or Officer*
- f** an official request for, or warrant for arrest for the purpose of, extradition of the *Trustee, Director or Officer*.

For the purposes of this Extension of cover, where the *Insurer* has given prior written consent, the definition of *Costs, Charges and Expenses* shall be extended to include reasonable and necessary fees costs and expenses for:

- a** accredited counsellors or tax advisors retained by any *Trustee, Director or Officer* in connection with extradition proceedings against that *Trustee, Director or Officer*; and
- b** public relations consultants retained by *Trustee, Director or Officer* in connection with extradition proceedings against that *Trustee, Director or Officer*.

The *Insurer's* total liability under this Extension is 10% of the *Limit of Indemnity* for this Section or £50,000, whichever is the lesser, in the aggregate during the *Period of Insurance*.

## 7 Emergency Costs

If the *Insurer's* prior written consent to incurring *Costs, Charges and Expenses* cannot reasonably be obtained, the *Insurer* will provide retrospective approval for reasonable and necessary costs incurred during a period of 14 days immediately following the date on which the *Claim* was first made. The *Insurer's* total liability under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

## 8 Spouses, Heirs and Legal Representatives

In the event of any *Trustee, Director or Officer's* death, incapacity, insolvency or bankruptcy, the *Insurer* will indemnify or pay on behalf of their lawful heirs, marital spouse, civil partner, estate or legal representatives in respect of any legal liability which arises purely by reason of that lawful status, for *Loss* arising from a *Claim* as the result of a *Wrongful Act* provided that:

- a such *Claim* is first made during the *Period of Insurance* and notified to the *Insurers* in accordance with **Claims Condition 1 Notification**, and;
- b such *Loss* is not recoverable from the *Insured* in which case cover under **The Cover - 2 Company Reimbursement**, will apply.

## 9 Outside Directorship

The *Insurer* will indemnify or pay on behalf of any *Trustee, Director or Officer* for *Loss* sustained as the result of a *Claim* arising from a *Wrongful Act* committed while acting in such a capacity at the specific request of the *Insured*, with any *Outside Entity* provided that:

- a such *Claim* is first made during the *Period of Insurance* and notified to the *Insurer* in accordance with the **Claims Conditions**,
- b such *Loss* is not recoverable from the *Outside Entity* or any other valid and collectable insurance.

## 10 Pension Claims

The *Insurer* will indemnify or pay on behalf of any *Trustee, Director or Officer* for *Loss* sustained as the result of a *Claim* first made during the *Period of Insurance* arising from a *Wrongful Act* committed in relation to any *Benefit Scheme* provided that the cover given by this Extension shall not include:

- a *Loss* which is recoverable from any other source;
- b *Loss* based upon, attributable to or arising out of the operation or administration of a *Benefit Scheme* or the breach of any legislation or regulation relating to these activities, or
- c *Loss* resulting from a failure to contribute to any *Benefit Scheme* correctly or on time.

The *Insurer's* total liability under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

## 11 Personal Tax Liability

The *Insurer* will indemnify or pay on behalf of *Trustee, Director or Officer* for *Loss* sustained as the result of a *Claim* first made during the *Period of Insurance* arising from their personal liability for unpaid taxes owed by the *Insured* and arising as a direct result of the *Insured* becoming insolvent. This Extension shall not apply where *Loss* arises from the wilful intent to breach statutory duties governing the payment of taxes.

The *Insurer's* total liability under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

## 12 Pollution Claims

The *Insurer* will indemnify or pay on behalf of

- a any *Trustee, Director or Officer* for:
  - i *Costs, Charges and Expenses* incurred in defending against criminal or regulatory proceedings in respect of *Pollution or Contamination*
  - ii *Loss* sustained as the result of a *Claim* first made during the *Period of Insurance* arising from a *Wrongful Act* committed either directly or indirectly by any *Trustee, Director or Officer*, by any shareholder, member or group of shareholders or members of the *Insured* alleging loss in the value of the share capital of the *Insured* by reason of *Pollution or Contamination*.
- b the *Insured* for any reasonable *Costs, Charges and Expenses* incurred arising from a *Claim* for *Pollution or Contamination* resulting from a *Corporate Wrongful Act*.

but that this Extension shall not apply:

- i where any *Trustee, Director or Officer* knew or should reasonably have known prior to inception or renewal of this policy that a *Circumstance* existed which could have given rise to a *Claim* against the *Insured* or any *Trustee, Director or Officer*; or
- ii in respect of any *Costs, Charges and Expenses* or *Claim* arising in or in relation to activities in the USA or Canada

The *Insurer's* total liability under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

## 13 Retired Trustees

The *Insurer* will, subject to the *Limit of Indemnity*, indemnify or pay on behalf of any former *Trustee, Director or Officer* for *Loss* sustained as a result of any *Claim* arising from any *Wrongful Act* which is first made against such *Trustee, Director or Officer* during a 72 month period from the date of expiry of the *Period of Insurance* and shall only apply:

- a if this Section of the Policy is not renewed or replaced with any other policy affording similar cover for the benefit of the former *Trustee, Director or Officer* to whom this Extension period would otherwise apply; and
- b to *Claims* made in respect of *Wrongful Acts* committed and/or *Investigation Costs* initiated prior to the date of the *Trustee, Director or Officer* ceasing their role.

## 14 Shareholder Action

The *Insurer* will indemnify or pay on behalf of the *Insured* any *Costs, Charges and Expenses* reasonably and necessarily incurred by a shareholder, member, or group of shareholders or members of the *Insured* in pursuing a *Claim* in the name of the *Insured* against a *Trustee, Director or Officer* and for which the *Insured* is liable to pay such costs and expenses in accordance with an order of any court, provided that:

- a such *Claim* is first made during the *Period of Insurance*;
- b any costs and expenses incurred by a shareholder, member, or a group of shareholders or members under this Extension shall be considered as *Loss* for the purposes of applying any Exclusion; and
- c the *Insurer* shall not unreasonably withhold its consent to the incurring of costs and expenses under this Extension

The *Insurer's* total liability under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

## 15 Bodily Injury Defence Costs

The *Insurer* will indemnify or pay on behalf of a *Trustee, Director or Officer* and, if the *Insured* so requests any *Employee* of the *Insured*, in respect of *Investigation Costs* and *Costs, Charges and Expenses* arising from any *Wrongful Act* alleged to have resulted in *Injury*, death, illness, disease, sickness, mental anguish, or emotional distress, provided that such costs:

- a relate to an incident alleged to have been committed during the *Period of Insurance* in the course of the *Business*, and
- b are incurred with the prior consent of the *Insurer*

The *Insurer's* total liability for any *Investigation Costs* and *Costs, Charges and Expenses* under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

## 16 Property Damage Defence Costs

The *Insurer* will indemnify or pay on behalf of a *Trustee, Director or Officer* and, if the *Insured* so requests any *Employee* of the *Insured*, in respect of *Investigation Costs* and *Costs, Charges and Expenses* arising from any *Wrongful Act* in relation to damage to any physical damage to, or destruction of tangible physical property provided that such costs:

**a** relate to an offence alleged to have been committed during the *Period of Insurance* in the course of the *Business*, and

**b** are incurred with the prior consent of the *Insurer*

The *Insurer's* total liability for any *Investigation Costs* and *Costs, Charges and Expenses* under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

## 17 Corporate Manslaughter Defence Costs

The *Insurer* will indemnify or pay on behalf of the *Insured*, any reasonable *Investigation Costs* and *Costs, Charges and Expenses* incurred arising from any *Claim* made, and arising directly from any *Corporate Wrongful Act* in the defence of allegations under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amendment thereof, in the course of the *Business*, and are incurred with the prior consent of the *Insurer*

The *Insurer's* total liability for any *Investigation Costs* and *Costs, Charges and Expenses* under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

## 18 Breach of Contract Defence Costs

The *Insurer* will indemnify or pay on behalf of the *Insured*, any reasonable *Costs, Charges and Expenses* incurred arising from a *Claim* made for any actual or alleged breach of an express, oral, written or implied contractual obligation or agreement arising from a *Corporate Wrongful Act*.

The *Insurer's* total liability for any *Costs, Charges and Expenses* under this Extension is 10% of the *Limit of Indemnity* for this Section or £50,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

## 19 Breach of Copyright Defence Costs

The *Insurer* will pay on behalf of the *Insured* any reasonable *Costs, Charges and Expenses* incurred arising from a *Claim* made for any actual or alleged misappropriation, infringement or breach of copyright, patent, trademark, trade secret or intellectual property rights as a result of a *Corporate Wrongful Act*.

The *Insurer's* total liability for any *Costs, Charges and Expenses* under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

## 20 Loss of Documents

The *Insurer* will pay on behalf of the *Insured*, any reasonable and necessary costs incurred with the prior written consent of the *Insurers* in the replacement or reconstitution of any *Documents* which have been unintentionally destroyed, damaged, lost or mislaid, provided that such costs and expenses are in respect of a loss discovered and notified to the *Insurers* during the *Period of Insurance*.

The *Insurer's* total liability under this Extension is £25,000 in the aggregate during the *Period of Insurance*.

## 21 Identity Fraud Investigation Costs

If parties other than any *Trustee, Director or Officer*, or *Employee*, or any other person with the authorisation of the *Insured*, enter into agreements with any third party organisation fraudulently representing themselves as the *Insured*, the *Insurer* will pay any reasonable costs and expenses incurred by the *Insured* incurred in establishing that such fraudulent misrepresentation has occurred should the third party organisation seek to enforce such agreements against the *Insured*.

The *Insurer's* total liability for any *Costs, Charges and Expenses* under this Extension is £25,000 in the aggregate during the *Period of Insurance*

## 22 Optional Extension Period

In respect to **Sections 15 Trustees, Directors and Officers Liability**, if the *Insurers* cancel or refuse to renew this Section of this Policy for any reason other than non-payment of *Premium* or non-compliance with terms and conditions of this Policy, or the *Insured* does not renew any Section of this Policy, the *Insured* has the right to purchase an Optional Extension Period of 12 (twelve) months following the effective date of cancellation or non-renewal.

However, coverage during the Optional Extension Period shall only apply to *Claims* made in respect of any *Wrongful Act, Corporate Wrongful Act*, or for *Investigation Costs* for investigations initiated, prior to such effective date of cancellation or non-renewal.

In order to invoke the Optional Extension Period:

**a** the *Insured* must give written notice within 30 (thirty) days of the effective date of cancellation or non-renewal and this period shall form part of any Optional Extension Period and is not in addition;

**b** the *Insured* must pay a further *Premium* calculated at 100% of the total *Premium* charged by *Insurers* in respect of this Section of the Policy (or annualised if the *Period of Insurance* is not 12 months). This *Premium* is non-returnable in whole or in part.

Notwithstanding **Claims Condition 1 Notification**, at any time during the 30 day notice period as noted under **a** above the *Insurer* will continue to accept notification of any *Claim* or loss insurable under this Policy.

This 30 day notification period shall form part of any Optional Extension Period and is not in addition.

The purchase of the Optional Extension Period does not increase the *Limit of Liability*.

Upon request the *Insurers* will consider an alternative Optional Extension Period for up to 72 months.

## Part C – Executive Risks

### Section 16 | Employment Practices Liability

#### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 16 – Employment Practices Liability**

#### **Geographical Limits**

means the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

#### The Cover

The *Insurer* will, subject to the provisions of the Policy and of this Section, agree to indemnify or pay on behalf of the *Insured* for *Loss* sustained as a result of any *Claim* which is first made during the *Period of Insurance* arising from an *Employment Wrongful Act*.

#### Limit of Liability

The limit of the *Insurer's* liability under this Section shall be the amount set out in the *Schedule* and shall be the maximum aggregate amount payable hereunder inclusive of *Costs, Charges and Expenses*.

Any inner limits shown are within and not in addition to the *Limit of Indemnity* and apply in the aggregate in the *Period of Insurance*. If more than one *Claim* arises from the same *Employment Wrongful Act*, then it will be deemed a single *Claim*.

#### The Excess

Where an *Excess* is stated in the *Schedule*, no *Loss* shall be paid by the *Insurers* until the applicable *Excess* is exceeded.

### Section 16 | Exclusions

The *Insurers* shall not be liable to make any payment for *Loss*, or *Costs, Charges and Expenses*:

#### **1 Strikes & Trade Union Activity**

based upon, or arising directly or indirectly out of strikes, lockouts, collective bargaining agreements, trade union disputes, labour disputes, obligations to consult representatives and employees in relation to collective redundancies, or involvement in other trade union activities other than any *Claim* for *Retaliation*.

#### **2 Insurance Obligation**

based upon, or arising directly or indirectly out of an actual or alleged breach of legal obligation to obtain or maintain insurance, or any legally required sickness, healthcare, disability, pension, benefit or national insurance system other than any *Claim* for *Retaliation*.

#### **3 Disability Obligation**

based upon, or arising directly or indirectly out of an actual or alleged breach of legal obligation by the *Insured* to make any reasonable adjustments to premises or working practices to meet the needs of a person with a disability, other than as provided under **Section 16 Extensions 1 Disability Obligations Defence Costs**.

#### **4 Employee Payments**

based upon, or arising directly or indirectly out of any payment due to an *Employee* in accordance with the contract of employment or any law or duty relating to any minimum wage legislation other than any *Claim* for *Retaliation*

#### **5 Injunctive & Non-Monetary Relief**

based upon, or arising directly or indirectly out of the cost of compliance or non-compliance with any order for, grant of or agreement to provide perpetual or interim injunctive relief or

any non-monetary relief, other than as provided under **Section 16 Extensions 2 Injunctive & Non-Monetary Relief Defence Costs**.

#### **6 Employee Reinstatement**

based upon, or arising directly or indirectly out of the cost of complying or refusing to comply with a court or other order for the reinstatement of an *Employee*, other than as provided under **Section 16 Extensions 3 Employee Reinstatement Defence Costs**

#### **7 Company and Employee Benefit Claims**

based upon, or arising directly or indirectly out of any *Benefit Scheme* or activities of any corporate pension trustee company.

#### **8 Geographical Limits**

brought under a law outside the *Geographical Limits* or under the laws of countries outside the *Geographical Limits* or brought to enforce a judgement obtained in any court of law or under the laws of any country outside the *Geographical Limits*.

#### **9 Violation of Health & Safety, Workers' Compensation or Similar Law**

based upon, or arising directly or indirectly out of any actual or alleged violation of the responsibilities, obligations or duties imposed by any law governing health and safety, workers' compensation, unemployment insurance, social security, disability benefits or similar law, other than any *Claim* for *Retaliation*.

### Section 16 | Extensions

Unless otherwise stated in the *Schedule*, the following Extensions shall apply. The limit of the *Insurer's* liability during the *Period of Insurance* under each Extension shall, unless specified in the relevant Extension, be subject to the *Limit of Indemnity* as detailed in **Limit of Liability** above

#### **1 Disability Obligations Defence Costs**

The *Insurer* will pay on behalf of the *Insured* any reasonable *Costs, Charges and Expenses* in the investigation or defence of any *Claim* arising from an actual or alleged breach of legal obligation by the *Insured* to make any reasonable adjustments to premises or working practices to meet the needs of an *Employee* with a disability.

#### **2 Injunctive & Non-Monetary Relief Defence Costs**

The *Insurer* will pay on behalf of the *Insured* any reasonable *Costs, Charges and Expenses* in the investigation or defence of any order for, grant of or agreement to provide perpetual or interim injunctive relief or any non-monetary relief.

#### **3 Employee Reinstatement Defence Costs**

The *Insurer* will pay on behalf of the *Insured* any reasonable *Costs, Charges and Expenses* in the investigation or defence of any *Claim* arising from a court or other order for the reinstatement of an *Employee*.

#### **4 Crisis Event and Reputation Protection Costs**

The *Insurer* will pay on behalf of the *Insured* any reasonable costs and expenses incurred with the *Insurer's* prior written consent for *Public Relations Services* to limit adverse publicity following a *Claim* arising from an *Employment Wrongful Act*, provided that such costs and expenses do not form part of any order or penalty by any court or *Official Body*.

The *Insurer's* total liability under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

#### **5 Compensation for Court Attendance**

If at the request of the *Insurers* any *Employee*, or *Trustee, Director or Officer* shall attend court as a witness in connection with a *Claim*, in respect of which the *Insured* is entitled to indemnity under this Section, the *Insurers* shall provide compensation to the *Insured* at the following rates per day for each day on which attendance is required.

Any *Trustee, Director or Officer*, or *Employee* £500

## Part C – Executive Risks

### Section 17 | Fidelity Guarantee / Crime

#### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 17 – Fidelity Guarantee / Crime**

#### **Geographical Limits**

means the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

#### **Indemnity Period**

means the period beginning with the occurrence of the *Criminal Loss* and ending not later than 12 months thereafter during which the results of the *Business* shall be affected in consequence of the *Criminal Loss*.

#### **Phishing**

means any third party directly or indirectly inducing or deceiving an *Insured Person* into delivering, paying or transferring *Money, Funds, Securities* or other tangible property by impersonating or falsely claiming to be another person or organisation including but not limited to other *Insured Persons*, creditors, clients, law enforcement agencies or financial institutions

#### **The Cover**

In the event of the *Insured* sustaining any *Criminal Loss* which is first *Discovered* during the *Period of Insurance*, the *Insurers* will indemnify or pay on behalf of the *Insured* in respect of such *Criminal Loss*, and any reasonably incurred fees, costs and expenses subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

#### **Limit of Liability**

The limit of the *Insurers'* liability under this Section of the Policy shall be in the amount set out in the *Schedule* and shall be the maximum aggregate amount payable hereunder in the *Period of Insurance* inclusive of any fees, costs and expenses.

Any inner limits shown are within and not in addition to the *Limit of Indemnity* stated in the *Schedule*

If more than one *Criminal Loss* arises from a single act of *Crime*, or series of acts of *Crime* perpetrated by the same individual person or group of persons, or are attributable to one originating cause, then they will be deemed a single *Criminal Loss* regardless of the number of *Insureds* or *Service Users* who suffer such a *Criminal Loss*

#### **Excess**

Where an *Excess* is stated in the *Schedule*, no *Criminal Loss* shall be paid by the *Insurers* until the applicable *Excess* is exceeded. This *Excess* shall apply in respect of each and every loss arising hereunder

### Section 17 | Exclusions

The *Insurers* shall not be liable to make any payment for *Criminal Loss*, or costs or expenses in connection with any *Criminal Loss* based upon, or arising directly or indirectly out of:

#### **1 Major Shareholders**

any *Crime* by:

**a** any person who at the time of such *Crime* legally or beneficially controlled more than 20% of the voting share capital of the *Insured*,

**b** any equity partner, or member of a Limited Liability Partnership, of the *Insured*

except that for any *Criminal Loss* that would otherwise be covered in the absence of this Exclusion, the *Insurer* will pay that part of loss which is in excess of the value of their shareholding or equity on the day immediately preceding the date of *Discovery* of the *Criminal Loss*; or

**c** any *Trustee, Director or Officer* who at the time of such

*Crime* controlled more than 20% of the voting rights of the *Insured*.

#### **2 Loss after Discovery**

any *Crime* by a *Person Employed* who, to the knowledge of any *Trustee, Director or Officer*, has committed or is reasonably believed to have committed prior to the date of *Discovery*, any:

**a** *Crime*, provided that this Exclusion shall not be deemed to relieve the *Insurers* of liability for loss occurring prior to the *Trustee, Director or Officer* obtaining such knowledge; or

**b** fraudulent, criminal, malicious, or dishonest act, prior to employment with the *Insured*, where the assets involved were more than £10,000, other than spent convictions under the Rehabilitation of Offenders Act 1974

#### **3 Loss benefitting another Insured**

any *Criminal Loss* sustained by the *Insured* to the advantage of any other *Insured* including but not limited to any *Benefit Scheme* or *Subsidiary*.

#### **4 Consequential Loss**

any consequential loss including but not limited to the loss of potential income, dividends, interest, and additional expenditure based on incorrect *Data* other than such consequential loss which is specifically provided under any Extension of this Section of the Policy

#### **5 Confidential information**

any loss of, or use of confidential or proprietary information, intellectual property, confidential *Data*, trademark, or confidential manufacturing, processing or servicing methods, except to the extent that such confidential information is used to commit an act of *Crime*.

#### **6 Unexplained Losses**

any shortage or loss, where the proof of which is dependent solely upon an inventory calculation or profit and loss calculation, except for where such loss can be established or evidenced wholly apart from such calculations that the *Insured* may offer in support of the amount of loss claimed

#### **7 Financial Trading**

any credit arrangement, false accounting, trading or dealing in any securities, commodities, futures, options, derivatives, warrants, currencies or the like, except for any *Criminal Loss* which is sustained as a direct result of an act of *Crime*, for which the *Insurer* will pay that portion of the *Criminal Loss* which represents the improper personal financial gain of any *Person Employed*.

#### **8 Kidnap or Ransom**

any actual or threatened *Kidnap* or ransom or extortion other than;

**a** where such *Criminal Loss* arises from any actual or threatened *Kidnap*, ransom or extortion committed by an *Employee*, or

**b** where such *Criminal Loss* is sustained and *Discovered* during the *Period of Insurance* and results from the actual or alleged detention of an *Employee* or a spouse, civil partner or relative of an *Employee*, by any third party making a demand for:

**i** the surrender of *Money, Funds, Securities, Client Assets* or other goods or property belonging to the *Insured* or for which the *Insured* are legally liable, or

**ii** the disclosure of passwords allowing the transfer of *Money, Funds, Securities, or Client Assets*.

in exchange for the release of such a detainee

#### **9 Geographical Limits**

any act of *Crime* committed, whether acting alone or in collusion with other persons or organisations, by an *Employee* whose normal place of employment or service is outside of the *Geographical Limits*.

#### **10 Social Engineering**

any act of *Phishing*.

## Section 17 | Conditions

### 1 Co-operation

Following *Discovery* of a *Criminal Loss*, the *Insured* shall at their own expense:

- a** give all information and assistance within timescales reasonably required by the *Insurers*; and
- b** take all reasonable steps to amend any process or procedure in order to prevent or mitigate any further or potential future *Criminal Loss*;
- c** if the *Insurers* so request, take all reasonable steps to effect recovery from any person committing any act of *Crime* or from the estate and/or legal representatives of such person.

### 2 Money

It is a condition of this Section that all *Money*:

- a** In excess of £5,000 on the *Premises* during *Business Hours* to be kept in an approved locked safe;
- b** in excess of £500 on the *Premises* outside *Business Hours* shall be kept in a locked safe.
- c** whilst in the personal custody of the *Insured* or an authorised *Insured Person* in their private dwelling shall not exceed £2,000;
- d** shall be accounted for by an *Insured Person* who are independent of the responsibility for handling and receiving such *Money* within 14 (fourteen) days of receipt;

### 3 Systems of Check

It is a condition of this Section that

- a** The *Insured's* accounts are audited or independently examined on an annual basis
- b** Stock is independently checked at least every six months by an *Insured Person* not responsible for daily stock handling or ordering.
- c** The verification and authentication of all invoices is undertaken by at least two *Insured Persons* prior to authorisation.
- d** Cheque requisition or payment instructions and payment authorisation with verification of supporting documentation are undertaken by at least two *Insured Persons* prior to authorisation
- e** All cheques exceeding £5000 in value require two manually applied signatures for authorisation
- f** Cash shall be checked and reconciled independently of the *Insured Person* responsible at least monthly.
- g** Independent monthly reconciliations are performed on all accounts by persons not responsible for the day to facilitation of such accounts.
- h** The *Insured* shall obtain written or verbal references covering the preceding two years of employment for all *Employees* with responsibility for *Money*, *Funds*, *Securities*, or *Client Assets*. Such references shall be obtained independently of the *Employee* and retained on the *Employee's* personnel file.
- i** Authorising and amendment to funds transfer procedures or funds transfer instructions must be undertaken by at least two *Insured Persons*. No single *Insured Person* may be responsible for the funds transfer transaction from commencement to completion.
- j** Any amendment to banking or payment details purporting to come from any third party should be separately verified prior to any changes being made
- k** Any payment request purporting to come from any internal department or individual in excess of £50,000 should be separately verified to confirm authenticity before completion.
- l** Any credit card issued to any *Insured Person* shall have a maximum credit limit of £5000 before receipts must be validated by any other *Insured Person*.

The *Insurer* shall not rely on any condition referred to above in respect of any *Criminal Loss* or any part of such *Criminal Loss* unless it arises out of, is based upon, or is attributable to any failure by the *Insured* to comply with such condition.

## Section 17 | Clauses

### 1 Recovery

Any amount payable by the *Insurer* shall be reduced by the amount of:

- a** any monies which, but for such act of *Crime* would be due from the *Insured* to the person committing, whether alone or in collusion, an act of *Crime*;
- b** any monies held by the *Insured* belonging to such person;
- c** any monies recovered following action as described in [Section 17 Fidelity / Crime Conditions 1 Co-operation c](#).

### 2 Valuation

Any amount payable by the *Insurer* in respect of *Criminal Loss* shall not exceed

- a** in respect of foreign currency the value calculated in pounds sterling at the rate of exchange published as The Financial Times closing mid point rate on the date of *Discovery* or the actual cost of replacing such foreign currency, whichever is the lesser
- b** in respect of *Securities* the actual market value of *Securities* at the close of business on the business day immediately preceding the day on which the *Criminal Loss* was *Discovered* or the actual cost of replacing *Securities*, whichever is the lesser
- c** in respect of other tangible goods or property, the value to repair or replace such property

## Section 17 | Extensions

Unless otherwise stated in the *Schedule*, the following Extensions shall apply. The limit of the *Insurer's* liability during the *Period of Insurance* under each Extension shall, unless specified in the relevant Extension, be subject to and form part of the *Limit of Indemnity* as detailed in [Limit of Liability](#) above

### 1 Auditors' Fees

The *Insurers* will indemnify or pay on behalf of the *Insured* in respect of *Auditor's Fees* and other professional fees incurred solely for the purpose of submitting and quantifying a loss as defined herein.

### 2 Re-writing of Records

The *Insurers* will indemnify or pay on behalf of the *Insured* in respect of re-writing or amending the *Software*, *Data* or systems belonging to the *Insured* where such re-writing or amending is necessary to correct the *Software* or *Data* or to amend the security codes following an act of *Crime* which is the subject of a claim for which liability is admitted under this Section.

The *Insurer's* total liability under this Extension is £25,000 in the aggregate during the *Period of Insurance*

### 3 Crisis Event and Reputation Protection Costs

The *Insurer* will pay on behalf of *Insured* any reasonable costs and expenses incurred for *Public Relations Services* limit adverse publicity arising from an act of *Crime*, provided that such costs and expenses are incurred with the *Insurer's* prior written consent.

The *Insurer's* total liability under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

### 4 Client Funds

The *Insurers* will indemnify or pay on behalf of the *Insured* for any act of *Crime* which results in the loss of any *Client Assets* except for any loss which:

- a** arises from *Crime* committed by, or loss or damage caused by, a *Service Provider* whether acting alone or committed in collusion with any *Insured Person*;
- b** relating to damages, interest, legal costs or disbursements which the *Insured* becomes liable to pay in consequence of such a loss of *Client Assets*

The *Insurer's* total liability under this Extension is £25,000 in the aggregate during the *Period of Insurance*

## 5 Compensation for Court Attendance

If at the request of the *Insurers* any *Person Employed* shall attend court as a witness, or meeting or consultation with any *Official Body*, in connection with an act of *Crime* in respect of which the *Insured* is entitled to indemnity under this Sections the *Insurers* shall provide compensation to the *Insured* at the following rates per day for each day on which attendance is required.

Any <i>Trustee, Director or Officer</i>	£500
Any other <i>Person Employed</i>	£250

## 6 Recruitment costs

The *Insurer* will indemnify or pay on behalf of the *Insured* for all reasonable costs and expenses incurred by the *Insured* in undertaking recruitment activities to replace an *Employee* or *Employees* who are dismissed from their position within the *Insured* as a direct consequence of having committed an act of *Crime* for which liability is admitted under this Section.

The *Insurer's* total liability under this Extension is £25,000 in the aggregate during the *Period of Insurance*

## 7 Optional Extended Discovery Period

If the *Insurers* cancel or refuse to renew this Section of this Policy for any reason other than non-payment of *Premium* or non-compliance with terms and conditions of this Policy, or the *Insured* does not renew any Section of this Policy, the *Insured* has the right to purchase an Optional Extended Discovery Period of 6 (six) months following the effective date of cancellation or non-renewal.

However, coverage during the Optional Extended Discovery Period shall only apply to *Criminal Loss* arising from an act of *Crime* committed prior to such effective date of cancellation or non-renewal.

In order to invoke the Optional Extended Discovery Period:

- a the *Insured* must give written notice within 30 (thirty) days of the effective date of cancellation or non-renewal and this period shall form part of any Optional Extended Discovery Period and is not in addition;
- b the *Insured* must pay a further *Premium* calculated at 50% of the total *Premium* charged by *Insurers* in respect of this Section of the Policy (or annualised if the *Period of Insurance* is not 12 months). This *Premium* is non-returnable in whole or in part.

The purchase of the Optional Extended Discovery Period does not increase the *Limit of Indemnity*

## Section 17 Extension (Optional) - Crime

The following Optional Extension shall apply to this Section of the Policy only if stated in the *Schedule* as 'Applicable', subject always to the limits, terms, conditions and exclusions of this Section, and of the Policy.

### Section 17 - Crime | Additional Special Definitions

The following words define particular words and expressions only where appearing within this Section 17 – Fidelity Guarantee / Crime and only if Optional Extension – Crime is stated in the *Schedule* as 'Applicable',

#### Crime

means any criminal or dishonest act committed or alleged to have been committed by any person acting with the principal intent to cause a *Criminal Loss* to the *Insured*

### Section 17- Crime | Additional Exclusions

The following Exclusions shall apply to this Section of the Policy only if Optional Extension – Crime is stated in the *Schedule* as 'Applicable',

The *Insurers* shall not be liable to make any payment for *Criminal Loss*, or costs or expenses in connection with any *Criminal Loss*:

#### 1 Authorised Service Providers

based upon, or arising directly or indirectly out of any act of *Crime* committed by any *Service Provider* or any employee thereof, to whom the *Insured* has authorised access to *Money*, *Funds*, *Securities*, *Client Assets* or other goods and services except where such *Criminal Loss* is

- a unconnected with the access rights granted to the *Service Provider*, and
- b committed with the principal intent to cause *Criminal Loss* to the *Insured*, and
- c irrecoverable from the *Service Provider*, or under any other insurance, or indemnity agreement with them.

#### 2 Section 17 – Fidelity Guarantee / Crime Conditions Exclusions 9 Geographical Limits is hereby amended to:

##### 9 Geographical Limits

based upon, or arising directly or indirectly out of any act of *Crime* committed by a *Person Employed*, whether acting alone or in collusion with other persons or organisations, whose normal place of employment or service is outside of the *Geographical Limits*

### Section 17 - Crime | Additional Extensions

Unless otherwise stated in the *Schedule*, the following Additional Extensions shall apply to this Section of the Policy only if Optional Extension – Crime is stated in the *Schedule* as 'Applicable'

The limit of the *Insurer's* liability during the *Period of Insurance* under each Extension shall, unless specified in the relevant Extension, be subject to and form part of the *Limit of Indemnity* as detailed in *Limit of Liability* above

#### 1 Identity Fraud Costs

The *Insurer* will pay on behalf of *Insured* any reasonable fees, costs and expenses incurred by the *Insured* if any *Person Employed* or other third parties fraudulently modify, alter, forge or otherwise assume the identity of the *Insured*:

- a in establishing that such fraudulent misrepresentation has occurred and identifying any perpetrator
- b in correcting or reinstating any public records held by on official registry, or by any *Official Body*
- c to dismiss legal proceedings should a third party organisation seek to enforce such agreements against the *Insured* where the fraudulently acquired identity has been used to enter into agreements with any third party

The *Insurer's* total liability under this Extension is £25,000 in the aggregate during the *Period of Insurance*

#### 2 Interest payable or Interest receivable

The *Insurer* will indemnify or pay on behalf of the *Insured* any amount of interest which would have been received by the *Insured* or that has become payable by the *Insured* as a direct result of any *Criminal Loss*.

In establishing the extent of such *Criminal Loss* the *Insurers* will calculate such interest received or payable by applying the average of the Bank of England base rate in force between the time such *Criminal Loss* was sustained and the date of the *Discovery*

#### 3 Contractual Penalties

The *Insurer* will indemnify or pay on behalf of the *Insured* in respect of any amounts which the *Insured* becomes contractually liable to pay (except punitive or exemplary damages for breach of contract) as a direct result of an act of *Crime* which the *Insured* would be entitled to indemnity under this Section of the Policy

#### 4 Erroneous Transfer

The *Insurer* will indemnify or pay on behalf of the *Insured* for any loss first *Discovered* during the *Period of Insurance* resulting directly from the failure of any third party to return *Funds* erroneously transferred by the *Insured* in good faith and not in consequence of an act of *Crime*, where all reasonable actions to secure recovery of such funds have been exhausted. The *Insurer's* total liability under this Extension is £25,000 in the aggregate during the *Period of Insurance*

#### 5 Business Interruption

The *Insurer* will indemnify or pay on behalf of the *Insured* any

- a Loss of Revenue; and
- b Increase in Cost of Working

during the *Indemnity Period* as a direct result of a *Criminal Loss* for which the *Insured* would be entitled to indemnity under this Section of the Policy

The amount payable by the *Insurers* hereunder shall be:

- 1 In respect of Loss of Revenue: the amount by which the Revenue during the *Indemnity Period* is reduced in consequence of any act of *Crime*
- 2 In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred by the *Insured* for the sole purpose of avoiding or diminishing the reduction in Revenue, which but for that expenditure would have taken place during the *Indemnity Period* in consequence of the *Criminal Loss*

less any sum saved during the *Indemnity Period* in respect of such of the charges and expenses of the *Business* as may cease or be reduced in consequence of the *Criminal Loss*.

The *Insurer's* total liability under this Extension is £100,000 in the aggregate during the *Period of Insurance*

#### 6 Loss of Money

The *Insurer* will indemnify or pay on behalf of the *Insured* for loss arising from the loss, damage or destruction of *Money* or *Securities* on the *Premises*, or when in the custody of an *Insured Person*, or in transit where not resulting from a *Criminal Loss*. The *Insurer's* total liability under this Extension is £5,000 in the aggregate during the *Period of Insurance*.

#### 7 Utilities Fraud

The *Insurer* will indemnify or pay on behalf of the *Insured* for *Criminal Loss* and all reasonable costs and expenses incurred by the *Insured* in respect of the period of 90 days immediately preceding the *Discovery* of such *Criminal Loss* for:

- a unauthorised call or bandwidth charges to the *Insured's* telephone system
- b unauthorised use of gas, electricity or water

resulting from an act of *Crime*, provided that such costs and expenses are incurred with the *Insurer's* prior written consent.

The *Insurer's* total liability under this Extension is £5,000 in the aggregate during the *Period of Insurance*



## Part C – Executive Risks

### Section 18 | Professional Indemnity

#### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 18 – Professional Indemnity**

#### **Insured**

means:

- 1 the Insured named in the *Schedule* and shall include any *Subsidiary* or organisation for which they are legally liable;
- 2 any present or former *Person Employed* of such organisations, including their estates, personal representatives or trustees or assignees in bankruptcy.

#### The Cover

The *Insurers* will, subject to the provisions of the Policy and of this Section of the Policy, agree to indemnify the *Insured* for *Loss* sustained as a result of any *Claim* which is first made during the *Period of Insurance* against the *Insured* arising from a *Breach of Duty*.

#### Limit of Liability

The limit of the *Insurer's* liability under this Section shall be in the amount set out in the *Schedule* and shall be:

- a the sum which is available in respect of all *Claims* during the *Period of Insurance* and shall not be applied separately to each *Insured*, and
- b inclusive of all costs and expenses incurred in the investigation, defence or negotiation of the settlement of any *Claim* or *Circumstance* for which indemnity is provided under this Section.

Any inner limits shown are within and not in addition to the *Limit of Indemnity* and apply in the aggregate in the *Period of Insurance*. If more than one *Claim* arises from the same *Breach of Duty*, then it will be deemed a single *Claim* irrespective of the number of *Insured* persons or parties seeking to claim indemnity under this Policy.

#### The Excess

Where an *Excess* is stated in the *Schedule*, no *Loss* shall be paid by the *Insurers* until the applicable *Excess* is exceeded. The *Excess* shall be applied in respect of each *Claim* and not be applied separately to each *Insured*.

The *Excess* shall apply to such costs and expenses, which shall only be indemnified by the *Insurers* if incurred with their prior written consent.

### Section 18 | Exclusions

The *Insurers* shall not be liable to make any payment for such *Claim*, *Loss*, liability, or other costs or expenses:

#### **1 Bodily Injury and Property Damage**

based upon, or arising directly or indirectly out of any

- a bodily, mental or emotional *Injury*, sickness, disease or death to:
  - i any *Person Insured* in the course of their employment or engagement by the *Insured* in any capacity;
  - ii any third party unless such *Claim*, *Loss*, liability, or other costs or expenses arises directly from a *Breach of Duty* on the part of the *Insured*.

or;

- b physical loss of, destruction of or damage to material property unless such *Claim*, *Loss*, liability, or other costs or expenses arises directly from a *Breach of Duty* on the part of the *Insured*, other than covered under **Section 18 Extension 1 – Loss of Documents**.

#### **2 Employment Wrongful Acts**

based upon, or arising directly or indirectly out of any *Employment Wrongful Act*.

#### **3 Computer Network and Data Corruption**

based upon, or arising directly or indirectly out of

- a the corruption, erasure, theft, alteration of; or
- b the access or lack of access to; or
- c the interference with;

*Computer Systems* wholly or in part caused by

- a any computer *Virus* or *Similar Mechanism* or *Cyber Breach*; or
- b by any person not currently a *Person Employed*; or
- c negligent transmission of such *Virus* or *Similar Mechanism*;

or

- d whilst mounted in or on any machine for use or processing unless caused by any negligent act or omission on the part of the *Insured*; or
- e resulting from wear, tear, vermin or gradual deterioration; or
- f caused by climatic or atmospheric conditions or extremes of temperature; or
- g due to the presence of magnetic flux or due to loss of magnetism.

#### **4 Controlling Interest/Associated Entity**

any *Claim* brought or commenced by:

- a any parent or *Subsidiary* entity of the *Insured* or any entity having the same parent entity as the *Insured*; or
- b any other entity in which the *Insured* has a majority shareholding in excess of 50% (fifty percent); or
- c any other entity in common ownership with the *Insured*
- d the *Insured* or any *Person Employed*;

unless such *Claim* emanates from an independent third party.

#### **5 Geographical and Jurisdiction Limits**

based upon, or arising directly or indirectly out of:

- a work in connection with any contract performed outside the *Geographical Limits*; or
- b any judgement, award, payment, or settlement made within countries which operate under the laws of the United States of America or Canada; or
- c any order made anywhere in the world to enforce any judgement, award or settlement either in whole or in part, made in the courts of or under the laws of the United States of America or Canada.

#### **6 Insolvency**

based upon, or arising directly or indirectly out of the insolvency, bankruptcy or liquidation of the *Insured*.

#### **7 Asbestos**

based upon, or arising directly or indirectly out of the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of *Loss* which may have contributed concurrently or in any sequence to a *Claim*.

In any *Claim* and in any action, suit or other proceedings to enforce a *Claim* under this Section of the Policy, the burden of proving that such *Claim* does not fall within this Exclusion shall be upon the *Insured*.

#### **8 Punitive or Exemplary Damages**

based upon, or arising directly or indirectly out of any fine or penalty, or multiple, aggravated, exemplary, or punitive damages.

#### **9 Retroactive Date**

based upon, or arising directly or indirectly out of any *Breach of Duty* committed or alleged to have been committed prior to the Section 18 Retroactive Date as specified in the *Schedule*.

## 10 Supply of Goods

based upon, or arising directly or indirectly out of the manufacture, construction, alteration, repair, service or treatment of any goods or product sold, supplied or distributed by the *Insured*.

## 11 Contractual Liability

based upon, or arising directly or indirectly out of the giving by the *Insured* of any warranty, indemnity or guarantee or financial obligation assumed by the *Insured* under contract except to the extent that such liability would have attached in the absence of such contract or agreement.

## 12 Medical Treatment

based upon, or arising directly or indirectly out of the provision of, or any failure to provide, any *Medical Treatment* or *Care and Treatment*.

## 13 Trustees, Directors and Officers Liability

based upon, or arising directly or indirectly out of any duty owed by any *Person Employed* acting solely in the capacity of *Trustees, Directors or Officers*

## 14 Pollution

based upon, or arising directly or indirectly out of any seepage, *Pollution* or *Contamination* (including, but not limited to, impairment or damage to land or property, the environment or any ecological system) caused by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanent or transitory and howsoever occurring.

## 15 Pension Funds

based upon, or arising directly or indirectly out of any *Benefit Scheme*.

## 16 Fraudulent, Malicious or Reckless Acts

based upon, or arising directly or indirectly out of any dishonest, malicious, reckless or fraudulent act or omission:

- a committed by any *Insured* or *Person Employed* other than any *Employee*;
- b committed by any *Insured* or *Person Employed* after discovery or reasonable cause for suspicion of fraud or dishonesty on the part of that person, by any *Trustee, Director or Officer* of the *Insured*;

and always that no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity under the Policy.

## Section 18 | Conditions

### 1 Administrative Conditions

Any dispute or difference between the *Insured* and the *Insurers* arising from this Policy shall be referred to a King's Counsel of the English Bar whose identity shall be mutually agreed upon between the *Insurers* and the *Insured* or to any other party as may be mutually agreed.

The findings of the appointed King's Counsel (or the party as may be mutually agreed) shall be binding upon the *Insurers* and the *Insured* and the costs of such an exercise shall be allocated by the King's Counsel (or the party as may be mutually agreed) on the basis he/she considers fair and equitable.

## Section 18 | Extensions

Unless otherwise stated in the *Schedule*, the following Extensions shall apply. The limit of the *Insurer's* liability during the *Period of Insurance* under each Extension shall, unless specified in the relevant Extension, be subject to the *Limit of Indemnity* as detailed in *Limit of Liability* above

### 1 Loss of Documents

The *Insurer* will pay on behalf of the *Insured*, any reasonable and necessary costs incurred in the replacement or reconstitution of any *Documents* which have been unintentionally destroyed, damaged, lost or mislaid, provided that such costs and expenses are:

- a in respect of a loss discovered and notified to the *Insurer* during the *Period of Insurance*; and
- b incurred with the prior written consent of the *Insurer*

The *Insurer's* total liability under this Extension is £25,000 in the aggregate during the *Period of Insurance*

### 2 Compensation for Court Attendance

If at the request of the *Insurer*, any *Person Employed* shall attend court as a witness in connection with a *Claim* in respect of which the *Insured* is entitled to indemnity under this Section the *Insurers* shall provide compensation to the *Insured* at the following rates per day for each day on which attendance is required.

Any <i>Trustee, Director or Officer</i>	£500
Any other <i>Person Employed</i>	£250

### 3 Mitigation Costs and Expenses

The *Insurer* will pay on behalf of the *Insured*, any reasonable costs incurred by the *Insured* in respect of any reasonable action taken to mitigate a *Loss*, or potential *Loss*, or *Claim* that would otherwise be the subject of indemnity under this policy provided that:

- a the *Insurer* has given prior written consent to the *Insured* incurring such costs and expenses; and
- b the *Insured* shall prove to the *Insurer's* satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same *Loss*, or potential *Loss*, or *Claim*, but the limit of the *Insurers'* liability under this Extension shall be the sole decision of the *Insurer*.

### 4 Crisis Event and Reputation Protection Costs

The *Insurer* will pay on behalf of the *Insured* any reasonable costs and expenses incurred with the *Insurer's* prior written consent for *Public Relations Services* to limit adverse publicity following a *Claim* arising from a *Breach of Duty*, provided that such costs and expenses do not form part of any order or penalty by any court or *Official Body*.

The *Insurer's* total liability under this Extension is 10% of the *Limit of Indemnity* for this Section or £100,000, whichever is the lesser, in the aggregate during the *Period of Insurance*

## Section 18 Extension (Optional)

The following Optional Extension shall apply to this Section of the Policy only if stated in the *Schedule* as 'Applicable', subject always to the limits, terms, conditions and exclusions of this Section, and of the Policy.

### Optional Extension

#### 1 Any One Claim Limit of Indemnity. Costs and expenses in addition. Costs Exclusive Excess.

The *Limit of Indemnity* and *Excess* under this Section of the Policy is amended to read as follows:

##### Limit of Liability

The limit of the *Insurer's* liability under this Section of the Policy shall be in the amount set out in the *Schedule* and shall be:

- a the sum which is available in respect of each and every *Claim* during the *Period of Insurance* for which indemnity is provided under this Section of the Policy and shall not exceed the *Limit of Indemnity* stated in the *Schedule*.
- b all costs and expenses incurred in the investigation, defence or negotiation of the settlement of any *Claim* or *Circumstance* for which indemnity is provided under this Section of the Policy, which shall only be indemnified by the *Insurers* if incurred with their prior written consent, shall be paid in addition to the *Limit of Indemnity* stated in the *Schedule* and the *Excess* shall not apply to such costs and expenses

If a payment beyond the amount of indemnity available under this Section of the Policy has to be made to dispose of a claim, the *Insurer's* liability for such settlement shall be such proportion as the amount of indemnity available under this Section of the Policy bears to the amount payable to dispose of the claim.

Any inner limits shown are within and not in addition to the *Limit of Indemnity* and apply in the aggregate in the *Period of Insurance*.

If more than one *Claim* arises from the same *Breach of Duty*, then it will be deemed a single *Claim* irrespective of the number of *Insured* persons or parties seeking to claim indemnity under this Policy.

##### The Excess

Where an *Excess* is stated in the *Schedule*, no *Loss* shall be paid by the *Insurers* until the applicable *Excess* is exceeded.

The *Excess* shall not apply to such costs and expenses, which shall only be indemnified by the *Insurers* if incurred with their prior written consent.

If a *Claim* is covered in part under more than one Insuring Clause or Extension, the higher *Excess* of the applicable Insuring Clause or Extension shall apply.

# Part D – Property Damage Loss Recovery

## Section 19 | Property Damage Loss Recovery

The following services are provided by Lorega Limited (the **Coverholder**) on behalf of Tokio Marine Kiln Syndicates Limited 510 and 1880 (the **Underwriters**)

In using these services you acknowledge that all rights and obligations relating to the provision of these services rest with the **Coverholder** and the **Underwriters** and that you will have no recourse to Q Underwriting in this regard.

### Introduction

Subject to the terms and conditions of this **Policy**, and in return for your payment of the premium, we will provide and pay for the services of a **Loss Adjuster** to help you in the preparation, negotiation and settlement of an **Insured Claim**, which must have a value of at least GBP5,000, occurring during the policy period. Cover only applies to loss or damage occurring within the United Kingdom

### Definitions

Titles and Headings in this **Policy** are descriptive only and are used solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

Any words or expressions in the **Policy** which have a specific meaning appear with Capitals and bold and have the same meaning whenever they appear in the **Policy** (whether expressed in the singular or in the plural, male, female or neutral) unless expressly stated otherwise.

### Computer System

means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

### Coverholder

means Lorega Limited, 36 Leadenhall Street, London, EC3A 1AT.

### Cyber Act

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

### Cyber Incident

means:

- 1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

### Cyber Loss

means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

### Data

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

### Data Processing Media

means any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself

### Insurance Broker

means the intermediary named in your **Policy Schedule** or your current appointed intermediary.

### Insured

means the legal person or entity named in the **Policy Schedule** and referred to as "you" or "your".

### Insured Claim

means damage or loss arising from an **Insured Event** notified to your underlying property and business interruption policy[ies] which has been accepted as a valid claim by the relevant underlying insurer or underwriter

### Insured Event

means the occurrence of damage or loss caused by an insured peril within the meaning of your underlying property and business interruption insurance policy[ies] noted in your **Policy Schedule**.

### Loss Adjuster

means the person or organisation appointed by the **Coverholder** to represent you in respect of the **Insured Claim** under your underlying property and business interruption insurance policy(ies).

### Policy

means the terms of the Lorega Loss Recovery Insurance outlined in Section 19 Property Damage Loss Recovery of this document.

### Policy Schedule

means Section 19 Property Damage Loss Recovery of your policy schedule.

### Underwriter

means underwriters of Lloyd's of London, as named in this **Policy** and referred to as "we" or "us".

### Useful Information

Thank you for purchasing this Loss Recovery Insurance Policy (the "**Policy**"). Please check this document very carefully, including all definitions along with your **Policy Schedule**, and ensure that it is accurate and precisely meets your requirements. If there is any error, or anything that you do not understand, please contact your **Insurance Broker** straightaway. All insurances contain conditions, exclusions and other limitations. It is vital therefore that you are familiar with the obligations imposed upon you by the terms of this **Policy** and all limitations, conditions and endorsements outlined below.

### Your Cover under this Policy

This **Policy** pays for the services of a **Loss Adjuster** who will assist you when you need to make a claim under your underlying property and business interruption insurance policy[ies] which are named on your **Policy Schedule**.

The **Loss Adjuster** appointed by us after a valid notification may visit your property following an **Insured Event** and will provide you with strategic advice about how to manage your underlying property and business interruption insurance claims, help you prepare and submit your claim to insurers, advise you as to what other professionals might be needed for repairs, and thereafter seek to negotiate a settlement on your behalf subject to the terms and conditions of this **Policy**.

We aim to provide you with a market leading product and claims service designed to respond when you need expert support to manage your **Insured Claim** that follows an **Insured Event**.

This **Policy** has been issued by Lorega Limited ("Lorega"). Lorega is a **Coverholder** appointed by the **Underwriter**. If you have any complaints about the way in which this **Policy** has been issued or the way any claim under the **Policy** has been handled, please notify **Lorega** in accordance with section 6 of the **Policy**. If you have any questions, please contact your **Insurance Broker**.

### Information you have given us

You must ensure that you have given us a fair presentation of the risk both before you take out this **Policy** and before we agree any variation to it. If you fail to provide a fair presentation of the risk to us, this may impact the validity of your **Policy** and any claim under it. We will consider the matter in accordance with the Insurance Act and all applicable law.

### How to make a claim

Please notify us of a claim by contacting your **Insurance Broker**, the name and telephone number of which can be found in the **Policy Schedule**.

### Complaints

If you wish to make a complaint, you can do so at any time by notifying the matter to:

Lorega Limited, 36 Leadenhall Street, London, EC3A 1AT  
Tel: 020 7767 3070  
Email: complaints@lorega.com

If you are still not satisfied, you may then refer your complaint to the Complaints Team at Lloyd's. The address of the Complaints Team at Lloyd's is:

Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN  
Tel: 020 7327 5693  
Fax: 020 7327 5225  
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help?" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The contact details are:  
The Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
Tel: 0800 023 4567 (calls are free from "fixed lines" in the UK) or 0300 123 9123 (call charges may apply in the UK)  
Email: complaint.info@financial-ombudsman.org.uk  
Making a complaint does not affect your right to take legal action, however, the FOS will not adjudicate on any cases where litigation has already commenced

### Conditions of this cover

The following conditions apply to all claims made under this **Policy**:

#### **Claim Notification**

On the happening of an **Insured Event** which is likely to give rise to a claim under this **Policy**, you must notify your **Insurance Broker** as soon as reasonably practicable. If you fail to do so, it may prevent us being able to assist with your claim or providing costs of a loss adjuster.

#### **Appointment of a Loss Adjuster**

Following a valid notification of a claim under this **Policy**, the **Coverholder** will at its sole discretion appoint the **Loss Adjuster** subject to the terms of this **Policy**. In no circumstances will you be entitled to appoint a loss adjuster of your own under this **Policy**. If you do so, it will not be covered.

#### **Controlling Costs**

On the happening of an **Insured Event** which is likely to give rise to a claim under this **Policy**, you must not do anything which could make it more difficult or costly to handle or settle your claim, including but not limited to, preparing your own claims submissions or itemised list of damaged or lost items being claimed, unreasonably delay in making your **Insured Claim**, seeking to negotiate or settle your **Insured Claim** without first speaking with us or seeking the advice of the **Loss Adjuster** appointed under this **Policy**.

Otherwise, this could invalidate your claim and it will be at the absolute discretion of the **Coverholder** to decide whether, and if so, to what extent to provide cover to you for the reasonable cost of the **Loss Adjuster** thereafter.

#### **Reasonable cooperation**

In the event that you make a valid notification of a claim under this **Policy**, and we agree to pay for the reasonable cost of a **Loss Adjuster**, you must try your best to fully cooperate with the **Loss Adjuster** appointed by us to represent you, including but not limited to, communicating promptly and without delay, providing any requested information as soon as reasonably practicable and following the professional advice of the **Loss Adjuster** including any settlement advice.

If you fail to co-operate with the **Loss Adjuster**, this may result in you having to pay for the **Loss Adjuster** privately in accordance with their usual terms and conditions.

It will be at the absolute discretion of the **Coverholder** to decide whether, and if so, to what extent to provide any further cover to you for the reasonable costs of the **Loss Adjuster** thereafter.

#### **Law**

Unless agreed otherwise, this **Policy** shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales

#### **Disputes**

Unless agreed otherwise, this **Policy** shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

#### **Fraud**

If you make a dishonest or fraudulent claim under this **Policy**, we will exercise all rights that we have under the Insurance Act or in law generally, including but not limited to, rejecting your claim and terminating this **Policy**.

#### **Alteration of Risk**

You must notify the **Coverholder** via your **Insurance Broker** as soon as possible of any alterations or additions to the underlying policy noted in your **Policy Schedule** with us relating to your buildings and/or contents underlying policy(ies). The **Coverholder** reserves the right to charge additional premium consequent upon such alterations or additions. You must pay that premium, if requested by the **Coverholder** within 30 days, failing which, we may cancel this **Policy** by giving you thirty days' notice to your last known address.

#### **Subrogation (Claims against another person, company or organisation)**

You must inform the **Coverholder** if you or any underwriter or insurance company settling an **Insured Claim** intend to make a claim against a third party. You must also co-operate with us and provide us with any information needed in respect of that claim.

Although you may, before a loss, have waived in writing all rights of recovery against any person, we may require your signed agreement for us to make a claim against someone else. If so, you must sign and deliver all related papers and co-operate with us.

### **Exclusions (What we do not cover)**

This **Policy** will not respond to any claim which is directly or indirectly caused by or contributed to or arising from

- a) subsidence, landslip or heave;
- b) property damage or loss which is not otherwise insured;
- c) personal injury, product liability, public liability or employer's liability claims;
- d) motor road risk, motor liability, aviation and marine claims;
- e) any legal fees, costs, expenses or disbursements related to an insurance coverage dispute arising from the **Insured Event** and/or **Insured Claim**;
- f) any other professional fees (other than those of the **Loss Adjuster** appointed by us) or reinstatement work or construction cost arising from the **Insured Event** and/or **Insured Claim**;
- g) any other civil claim which is not insured under your underlying property and business interruption policy[ies] or other policy listed in your **Policy Schedule** with us;
- h) any damage or loss incurred outside of the United Kingdom (including the Isle of Man and the Channel Islands).

### **Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause (Approved by Lloyd's Underwriters Non -Marine Association)**

This **Policy** does not cover:

- 1 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
  - 2 any legal liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from
- a ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **War and Terrorism Exclusion Endorsement**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- 1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- 2 any act of terrorism.

For the purpose of this endorsement an 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.

This endorsement 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 1 and/or 2 above

If the **Underwriters** 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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **Property Cyber and Data Endorsement (LMA5400)**

1 Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** excludes any:

- a **Cyber Loss** unless subject to the provisions of paragraph 2;
  - b loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to property insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- 3 Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by the **Insured** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to the **Insured** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect
- 5 This endorsement supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording

### **Communicable Disease Endorsement**

This **Policy** does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test

- a for a Communicable Disease, or
- b any property insured hereunder that is affected by such Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- a the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same

### Regulatory Notices and Information

Lloyd's underwriters are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA). Firm Number: 202761. This **Policy** is issued by the **Coverholder** identified within this policy in accordance with the authorisation granted to the **Coverholder** under the Binding Authority agreement with the Unique Market Reference B0621P33045123. **Lorega** is authorised and regulated by the Financial Conduct Authority Firm Number: 308694.

### Financial Services Compensation Scheme

Lloyd's underwriters are covered by the Financial Services Compensation Scheme ('the Scheme'). You may be entitled to compensation from the Scheme if a Lloyd's underwriter is unable to meet its obligations to you under this policy. If you are entitled to compensation under the Scheme, the level and extent of the compensation depends on the nature of the policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY, and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Assignment

This **Policy** of insurance (including any benefits it provides) are not assignable to any third party without the express approval of the **Coverholder** confirmed in writing.

### Third Party Rights

A person who is not 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

### Sanctions

We shall not provide any benefit under this **Policy** where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

### Several Liability Notice

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

### Data Protection Notice

For the purposes of this Notice, "we/us/our" shall include the **Underwriters** at Lloyd's, the **Coverholder** and any agents.

The security of data is very important to us, which we will handle with regard to all appropriate security measures. We will collect and process data (including personal information) about any person insured under this Policy for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. Our handling of data is consistent with the core necessary personal data uses and disclosures set out in the London Insurance Market Core Uses Information Notice which you should review.

All data may be used by us for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without your express consent. All data provided by you about other people to be insured, such as family, friends or other associated, must be with their permission. It is your responsibility to inform them about our use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of this Policy, unless it is further required for legal or regulatory reasons. You have a number of rights in relation to the data, including the right to request a copy of the information (for which there may be a small fee), to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, You should contact Lorega Limited at 36 Leadenhall Street, London, EC3A 1AT Tel: 020 7767 3070 email: [info@lorega.com](mailto:info@lorega.com)  
If you are not satisfied with the way in which any personal data has been managed, you may complain to the Information Commissioner's Office at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom. Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate). Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

### Cancellation

You are entitled to cancel this section of the **Policy** by writing to the **Coverholder** via your **Insurance Broker** within fourteen (14) days of either:

- the date you receive this policy; or
- the start of the period of insurance whichever is later.

If you exercise this right after cover commences, you will be entitled to a refund, less the amount charged (on a pro-rata basis) for the period you were covered.

Thereafter, you can cancel this section of the **Policy** at any time by writing to the **Coverholder** via your **Insurance Broker**. Any return premium due to you will be if you have not made a claim, and subject to a proportionate deduction for the length of time you have held the policy. You may also be charged a cancellation fee.

We may cancel this section of the **Policy** by giving you thirty (30) days' notice in writing sent to your last known address. We will only do this for a valid reason including but not limited to:

- a Non-payment of premium;
- b A change in risk occurring which means that we can no longer provide you with insurance cover;
- c Non-cooperation or failure to supply any information or documentation we request;
- d Threatening or abusive behaviour or the use of threatening or abusive language

### Lloyd's of London

This insurance is underwritten by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them are stated below

Syndicate	Proportion
Tokio Marine Kiln Syndicates Ltd	100%
510 (80%) and 1880 (20%)	

This **Policy** is issued by the **Coverholder** identified within this **Policy** in accordance with the authorisation granted to the **Coverholder** under the Binding Authority Agreement with the Unique Market Reference stated within this policy  
Signed by



This policy is only valid if it bears the signature of the **Coverholder**, on behalf of certain Underwriters at Lloyd's.

## Part E – Business Travel

### Section 20 – Business Travel

#### Special Definitions

The following words define particular words and expressions only where appearing within this **Section 20 –Business Travel**

#### Accident/Accidental

means a sudden violent external unforeseen and identifiable event.

#### Capital Benefits

means Capital Benefits shall include Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, and Permanent Total Disablement.

#### Costs and Expenses

means:

- 1 All reasonable and necessary legal costs charged by the *Appointed Representative* and agreed by the *Insurer*.
- 2 Legal costs which an *Insured Person* has been ordered to pay by a court or other body which the *Insurer* has agreed to or authorised.

#### Event

means each and every individual loss or series of losses arising out of one event or one catastrophic *Accident* during any one period of 72 hours which results in *Accidental Bodily Injury*, dismemberment, disability or death of *Insured Person(s)*.

#### Excess

means the amount of each and every claim that the *Insured Person* must pay as shown in the *Schedule* for the appropriate Sub-section of **Section 20 –Business Travel**.

#### Hijack

means the unlawful seizure or unlawful control of an aircraft or other conveyance in which the *Insured Person* is travelling as a passenger.

#### Insured Person(s)

means any person or category of persons shown in the *Schedule*.

#### Money

means coins, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, luncheon vouchers, petrol or other coupons with a monetary value and credit vouchers which belong to or are under the custody and control of the *Insured Person*.

#### Operative Time

means the period of time for which the *Insurer* will cover the *Insured Person* as specified in the *Schedule*.

#### Period of Insurance

means the period from the effective date until the expiry date shown in the *Schedule* and any subsequent period for which the *Insurer* accept payment for renewal of this policy.

#### Permanent Total Disablement

means any permanent disablement other than:

- 1 *Loss of Hearing*
- 2 *Loss of Limb*
- 3 *Loss of Sight*
- 4 *Loss of Speech*

which lasts without interruption for more than 12 months from the date of *Accident* and in all probability shall continue for the remainder of the *Insured Person(s)* life that will prevent the *Insured Person* from engaging in or giving attention to:

- a their *Usual Occupation* if in gainful employment;
- b business profession or occupation of any and every kind if the *Insured Person* is not in gainful employment;
- c business schooling profession or occupation of any and every kind if the *Insured Person* is under 16 years of age or under 18 years of age and in full time education.

### Sub-section 1 | Medical and Emergency Travel Expenses

#### The Cover

In the event of the *Insured Person* sustaining *Accidental Bodily Injury* or contracting an *Illness* during the course of an *Insured Journey* the *Insurer* will pay up to the sum insured shown in the *Schedule* for:

##### 1 Medical Expenses

reasonable and necessary emergency medical, surgical, hospital or nursing home charges or emergency dental (for the relief of pain and suffering) fees, including the cost of rescue services to take the *Insured Person* to *Hospital*;

##### 2 Emergency Travel Expenses

reasonable and necessary additional costs of transport and accommodation incurred in respect of the *Insured Person* or any one relative or friend who has to travel to remain with or escort the *Insured Person* home to the *United Kingdom* or the *Insured Person(s)* *Country of Residence* (if different);

##### 3 Repatriation

upon medical advice, the *Repatriation* of the *Insured Person* to the *United Kingdom* or the *Insured Person(s)* *Country of Residence* (if different);

##### 4 Emergency Medical Evacuation

upon the advice of the *Insurer's* specialist emergency assistance provider, the reasonable and necessary costs of transporting the *Insured Person* to the nearest suitable *Hospital*;

incurred outside the *United Kingdom* or the *Insured Person(s)* *Country of Residence* (if different), provided that;

a the *Insured Person* must contact the specialist emergency assistance provider if the *Insured Person* requires in-patient hospital treatment or *Repatriation* otherwise the *Insurer* may not be able to reimburse the costs incurred.

b the specialist emergency assistance provider must be informed immediately or as soon as reasonably possible of any potential **Search and Rescue Expenses** claim. A written statement from the police, coastguard or other approved rescue authority involved in the search/rescue must be obtained and submitted to the *Insurer* in the event of a claim.

c if the *Insurer* incurs costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the specialist emergency assistance provider to any person who is not insured under this policy, the *Insured* shall reimburse the *Insurer* in respect of such costs and expenses.

d payment shall not be made under **Foreign Coma Benefit** if a claim has been accepted under **Section 7 – Group Personal Accident** for **Coma Benefit**.

### Medical and Emergency Travel Expenses – Automatic Extensions

#### 1 Continuing Medical Charges

In the event of a valid claim under **Medical and Emergency Travel Expenses** the *Insurer* will pay the reasonable and necessary cost of *Hospital* in-patient medical charges incurred within three months immediately following the date of the *Insured Person(s)* *Repatriation* to the *United Kingdom* up to a maximum of £50,000.

#### 2 Foreign Coma Benefit

In the event that an *Insured Person* sustains *Accidental Bodily Injury* outside the *United Kingdom* or the *Insured Person(s)* *Country of Residence* (if different) during the *Operative Time* which results in a continuous unconscious state the *Insurer* will pay the *Insured Person* an additional sum of £50 per day for each day of continuous unconsciousness up to a maximum of 365 days.



### 3 Funeral Expenses

In the event of the death of the *Insured Person* the *Insurer* will indemnify the *Insured Person(s)* estate up to a maximum of £10,000 for the reasonable costs incurred of a funeral outside the *United Kingdom* or their *Country of Residence* (if different) or the costs of transportation of the *Insured Person(s)* body or ashes and the *Insured Person(s)* *Personal Belongings* back to the *United Kingdom* or *Country of Residence* (if different).

### 4 Hospital Expenses

In the event that an *Insured Person* is admitted as a *Hospital* in-patient outside the *United Kingdom* or their *Country of Residence* (if different) the *Insurer* will pay the *Insured Person* £50 for each complete 24 hour period that the *Insured Person* spends as an in-patient, up to a maximum of 365 days.

### 5 Search and Rescue Expenses

In the event that an *Insured Person* is reported as missing during the course of an *Insured Journey* and a search and rescue operation is instigated by the police, coastguard or other approved rescue authority because it is known or believed that the;

- 1 *Insured Person* has suffered *Accidental Bodily Injury* or fallen ill;
- 2 weather or safety conditions are such that it becomes necessary to instigate a search and rescue operation to prevent the *Insured Person* sustaining *Accidental Bodily Injury* or falling ill;

the *Insurer* will pay up to a maximum of £25,000 for the necessary and reasonable costs incurred in respect of that *Insured Person*.

## Medical and Emergency Travel Expenses - Exclusions

The *Insurer* will not be liable for any claim resulting from;

- 1 medical expenses incurred when the specific purpose of the journey is for the *Insured Person* to receive medical treatment or advice;
- 2 medical expenses arising from an *Illness* which the *Insured Person* is aware of and in respect of which the *Insured Person* is travelling against medical advice or where a terminal prognosis has been given (regardless of the duration of life expectancy);
- 3 medical expenses incurred whilst on an *Insured Journey* within the *Insured Person(s)* *Country of Residence*;
- 4 any expenses incurred 12 months after the date the need for treatment first arises.

## Sub-section 2 | Personal Belongings

### The Cover

In the event of the *Insured Person* suffering loss of or damage to *Personal Belongings* during an *Insured Journey* the *Insurer* will indemnify the *Insured Person* in respect of such loss or damage up to the sum insured shown in the *Schedule* provided that;

- 1 the *Insured Person* shall take all reasonable care in avoiding any loss or damage to their *Personal Belongings*.
- 2 the *Insurer* shall be entitled in the event of a loss and at the *Insurer's* sole option to replace any article lost (whether wholly or in part) or to or to reimburse the *Insured Person* not exceeding in any event the insured value thereof.

The maximum *Sum Insured* of any one unspecified item is £1,000. For *Business Equipment* this is £500.

- 3 **a** total loss or destruction of an insured item with the exception of *Business Equipment* shall be dealt with on a full replacement basis up to a maximum of £1,000 for any unspecified item. There will be no reduction for wear and tear and depreciation.
- b** loss or destruction of any item of *Business Equipment* shall be dealt with on the basis of the market value of the item at the date of the loss taking in to account wear tear and depreciation.
- 4 Any amount paid for **Personal Belongings Automatic Extensions - Temporary Loss** will be deducted from any

subsequent payment for total loss or subsequent damage where the temporary loss becomes permanent.

5 the *Insured Person* must retain any damaged articles for the *Insurer's* inspection. The *Insurer* shall be entitled to take up and keep possession of any damaged property and to deal with as salvage following such damage.

## Personal Belongings - Automatic Extensions

### 1 Temporary Loss

In the event of an *Insured Person* being temporarily deprived of their *Personal Belongings* for at least four hours from the time of arrival at their destination during an *Insured Journey*, the *Insurer* will reimburse the *Insured Person* in respect of emergency and necessary purchases subject to a maximum of £2,000 for any one claim.

### 2 Business Equipment

In the event of loss of or damage to *Business Equipment* in the care, custody or control of the *Insured Person* during an *Insured Journey*, the *Insurer* will indemnify the *Insured* in respect of such loss up to £3,000.

### 3 Loss of Keys

In the event that the *Insured Person* loses their keys to their main permanent residence, place of work or vehicle whilst on an *Insured Journey* the *Insurer* will indemnify the *Insured Person* for the costs (parts and labour) of replacing the relevant locks up to a maximum of £500. The *Insurer* will not arrange for the work to be carried out and will not be liable for any damage caused in the process of replacing the locks.

## Personal Belongings - Exclusions

The *Insurer* will not be liable for any claim resulting from;

- 1 breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried;
- 2 loss or damage caused by;
  - a conditions, wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container);
  - b mechanical or electrical failure or breakdown;
  - c any process of cleaning, dying, restoring, repairing or alteration;
- 3 loss of *Money*;
- 4 loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority;
- 5 loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the *Insured Person* will need to obtain a property irregularity report);
- 6 loss or damage from pressure in an aircraft cargo hold;
- 7 theft or attempted theft of *Personal Belongings* or *Business Equipment* from any *Unattended Vehicle* unless kept out of sight in a locked boot or compartment or in the case of a hatchback or estate car under a purpose built luggage cover. There must be evidence that the vehicle has been broken into;
- 8 loss of or damage to vehicles, their parts or accessories;
- 9 loss of or damage to *Personal Belongings* sent as freight or under a bill of lading;
- 10 loss of or damage to sports equipment (including winter sports equipment) while in use;
- 11 loss of *Business Equipment* not involving theft by violent and forcible means;
- 12 loss of *Business Equipment* which is insured under any other insurance policy.

## Sub-section 3 | Money

### The Cover

In the event of the *Insured Person* suffering the loss or theft of *Money*:

- a during the course of an *Insured Journey*, or;
- b occurring during the 120 hours immediately prior to such journey or the 120 hours immediately following such journey if obtained for the purposes of undertaking the *Insured Journey* and in the custody and control of the *Insured Person*.

the *Insurer* will indemnify the *Insured Person* in respect of such loss up to the sum insured shown in the *Schedule*.

### Fraudulent Use of Credit Cards

If the *Insured Person* sustains financial loss as a direct result of a credit charge debit or bankers card being lost or stolen during an *Insured Journey* and it being fraudulently used by someone other than the *Insured Person*, the *Insurer* will indemnify the *Insured Person* for such loss up to a maximum of £3,000 for any one *Insured Journey* provided that the *Insured Person* has fully complied with all terms and conditions under which such card has been issued.

## Money - Automatic Extensions

### 1 Lost or Damaged Documents

If the *Insured Person* sustains loss of or damage resulting in any travel documents, driving licence, visa and/or passport required for an *Insured Journey* becoming void during the course of the *Insured Journey* the *Insurer* will indemnify the *Insured Person* in respect of any fees charged including those charged by the appropriate consular visa and/or passport office and for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £1,500 for any *Insured Journey*.

### 2 Theft of Documents

If an *Insured Person* sustains theft of any travel documents, driving licence, visa and/or passport within seven days prior to the proposed departure date of an *Insured Person* the *Insurer* will indemnify the *Insured Person* for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the *Insured Person* or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained subject to a maximum of £1,000 for any claim.

## Money - Exclusions

The *Insurer* will not be liable for any claim resulting from:

- 1 any costs due to delay confiscation errors or omissions in receipts or payment or accountancy or depreciation in value;
- 2 any loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the *Insured Person* will need to obtain a property irregularity report);
- 3 any loss or theft of a credit card, charge card or cash card which results in fraudulent use unless the *Insured Person* has complied with all the terms and conditions under which the card was issued;
- 4 any loss of or damage to a rental vehicle caused deliberately by the *Insured Person*;
- 5 any single loss of coins bank or currency notes in excess of £2,000;
- 6 theft or attempted theft of *Money* from any *Unattended Vehicle* unless kept out of sight in a locked boot which is separate from the passenger compartment or locked compartment or in the case of a hatchback or estate car, under a purpose built luggage cover. There must be evidence that the vehicle has been broken into.

## Sub-section 4 | Cancellation, Curtailment or Change of Itinerary

### The Cover

#### Cancellation

If the *Insured* or the *Insured Person* are forced to cancel an *Insured Journey* as a direct and necessary result of any cause outside the *Insured's* or the *Insured Person(s)* control the *Insurer* will reimburse the *Insured* or the *Insured Person* for all non returnable deposits, advance payments and other charges paid or due to be paid by the *Insured* or the *Insured Person* for travel and accommodation in respect of the *Insured Journey* up to the sum insured shown in the *Schedule* subject to a maximum payment of £50,000 in the aggregate in respect of any one incident.

#### Curtailment

If the *Insured* or the *Insured Person* are forced to cut short an *Insured Journey* and return to the *United Kingdom* or normal *Country of Residence* (if different) as a direct and necessary result of any cause outside the *Insured's* or the *Insured Person(s)* control the *Insurer* will reimburse the *Insured* or the *Insured Person* up to the sum insured shown in the *Schedule* for:

- 1 all non returnable deposits, advance payments and other charges paid or due to be paid by the *Insured* or the *Insured Person* for travel and accommodation in respect of the *Insured Journey*, and;
- 2 the reasonable additional cost of travel and accommodation necessarily incurred to return the *Insured Person* to the *United Kingdom* or normal *Country of Residence* (if different).

#### Replacement

When an *Insured Journey* has been cut short following departure as a direct and necessary result of any cause outside the *Insured's* or the *Insured Person(s)* control the *Insurer* will reimburse the *Insured* or the *Insured Person* for the reasonable additional cost of travel and accommodation necessarily incurred as a direct result of:

- 1 returning the *Insured Person* to the *United Kingdom* or normal *Country of Residence* (if different);
  - 2 sending a replacement to assume the duties of the original *Insured Person*;
- up to a limit of £5,000.

#### Change of Itinerary

If following departure the *Insured* or the *Insured Person* are forced to alter pre-booked travel arrangements in connection with an *Insured Journey* as a direct and necessary result of any cause outside the *Insured's* or the *Insured Person(s)* control the *Insurer* will reimburse the *Insured* or the *Insured Person* for the reasonable additional costs of travel and accommodation necessarily incurred to enable the *Insured Person* to continue that *Insured Journey* up to the sum insured shown in the *Schedule*.

#### Evacuation Cover

If following departure on an *Insured Journey* the *Insured Person* is forced to *Evacuate* as a result of any cause outside the *Insured's* or the *Insured Person(s)* control the *Insurer* will pay the *Insured* or the *Insured Person* all *Evacuation Expenses* incurred up to a maximum limit of £50,000 for all claims in any one *Period of Insurance* provided that the *Insured* or the *Insured Person* must consult the *Insurer's Security Consultants* immediately in the event of any incident, event or circumstance that might give rise to a claim under *Evacuation Cover*. If the *Insured* or the *Insured Person* do not, the right to any claim under this section may be lost.

## Cancellation, Curtailment or Change of Itinerary - Exclusions

The *Insurer* will not be liable for any claim resulting from:

- 1 the *Insured Person* travelling against or planning to travel against the medical advice of a *Qualified Medical Practitioner* or for the purpose of obtaining medical treatment or where a terminal prognosis has been given (regardless of the duration of life expectancy);

- 2 disinclination to travel or if on an *Insured Journey*, deciding not to continue;
  - 3 the *Insured's* or an *Insured Person(s)* financial circumstances;
  - 4 redundancy or resignation of an *Insured Person* or the termination of an *Insured Person(s)* contract of employment within 30 days of a pre-booked *Insured Journey* or once an *Insured Journey* has started;
  - 5 the financial failure or omission or neglect of any provider or its agent of transport or accommodation;
  - 6 withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the *Insured Person* is due to depart from the *United Kingdom* such *Insured Person* is prevented from taking their trip due to:
    - a airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary;
    - b an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary.
- All claims must be supported by documentary evidence that the *Insured Person* has been unable to obtain a refund from their travel and/or accommodation provider.
- 7 strike, labour dispute or failure of the means of transport other than where the departure of any means of transport on which the *Insured Person* is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the *Insured Journey* was booked;
  - 8 the *Insured* or the *Insured Person* violating the laws or regulations of the country in which they are travelling;
  - 9 an *Insured Person* failing to check in according to the itinerary provided unless the failure was due to strike or industrial action.
  - 10 the *Insured* or the *Insured Person* failing to produce or maintain immigration work residence or similar visas permits or documents for the country to which they are travelling;
  - 11 *Evacuation* of nationals of the country involved;
  - 12 regulations made by any Government or public authority;
  - 13 any claim where it is subsequently found that the person involved is not an *Insured Person*. Any costs incurred in this event shall be the *Insured's* sole responsibility;
  - 14 any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an *Insured Journey* was booked.

## Sub-section 5 | Travel Delay

### The Cover

The *Insurer* will compensate the *Insured Person* for

### Travel Delay

If the outward or homeward departure of an aircraft, train, or sea vessel in which the *Insured Person* has booked to travel is delayed due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, train, or sea vessel which results in delay for at least 4 hours from the departure time indicated by the carrier by the amount of

- 1 £50 for the first complete 4 hours delay, and;
- 2 £50 for each subsequent 4 hours delay thereafter but not exceeding the amount paid in respect of fares for such delayed travel or £750 whichever is the lesser.

### Travel Delay - Exclusions

The *Insurer* will not be liable for any claim resulting from;

- 1 the failure of the *Insured Person* to check in not later than the time indicated by the carriers;
- 2 the failure of the *Insured Person* to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay;
- 3 withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the *Insured Person* is due to depart from the *United Kingdom* such *Insured Person* is prevented from taking their trip due to:
  - a airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary;
  - b an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary.

All claims must be supported by documentary evidence that the *Insured Person* has been unable to obtain a refund from their travel and/or accommodation provider.

- 4 the failure of the *Insured Person* to accept alternative equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance;
- 5 strike, labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the *Insured Journey* was booked;
- 6 delay where compensation is recoverable from the airline or other carrier;
- 7 any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an *Insured Journey* was booked.

## Sub-section 6 | Missed Departure

### The Cover

The *Insurer* will indemnify the *Insured* or the *Insured Person* for reasonable additional accommodation and transport expenses necessarily incurred in order for the *Insured Person* to reach their final destination caused by their late arrival at any departure point shown on their itinerary to start the *Insured Journey* caused by:

- 1 the public transport used by the *Insured Person* being delayed;
- 2 the vehicle the *Insured Person* is travelling in being involved in an *Accident*
- 3 the vehicle the *Insured Person* is travelling in breaking down up to a limit of £1,000.

## Missed Departure - Exclusions

The *Insurer* will not be liable for any claim:

- 1 if the *Insured Person* does not do everything possible to get to the international departure point from or to the *United Kingdom* for the time specified on the travel tickets;
- 2 unless a police report or insurer's accident report form has been obtained showing the time and place of the accident;
- 3 unless a written repairer's report has been obtained if claiming because the vehicle the *Insured Person* was travelling in has broken down;
- 4 arising from any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an *Insured Journey* was booked.

## Sub-section 7 | Hijack, Kidnap and Ransom

### The Cover

In the event of the conveyance in which an *Insured Person* is travelling being subject to *Hijack* during an *Insured Journey* and the *Insured Person* being detained as a result for a period in excess of 24 hours or if during an *Insured Journey* the *Insured Person* is detained as a result of *Kidnap*, the *Insurer* will indemnify the *Insured Person* as below;

- 1 In respect of *Hijack*; £300 per day for each complete period of detention;
- 2 In respect of *Kidnap*; £300 per day for each complete period of detention;
- 3 In respect of *Kidnap* and *Ransom*; *Consultants' Costs* incurred solely and directly as a result of *Kidnap* outside the *United Kingdom* or the *Insured Person(s) Country of Residence* (if different) up to a maximum total limit of £250,000 in any one *Period of Insurance*.

to a maximum of £25,000 in total for any one occurrence; and

### Hijack, Kidnap and Ransom - Automatic Extensions

#### 1 Life Threatening Situation Expenses

In the event that an *Insured Person* becomes involved in a situation where the *Insurer's Security Consultants* agree that the *Insured Person(s)* life is in danger the *Insurer* will pay the *Insured* or the *Insured Person* for any reasonable and necessary costs incurred by the *Insurer's Security Consultants* in extricating the *Insured Person* from such situation up to a maximum limit of £10,000 for all claims in any *Period of Insurance* provided that;

- 1 the *Insured* and the *Insured Person* must make a reasonable effort not to disclose the existence of this insurance.
- 2 the *Insured* or the *Insured Person* must inform the *Insurer's Security Consultants* immediately in the event of any circumstances that could give rise to a claim under this section. Their telephone number is +44 207 741 2074.
- 3 the *Insured* and the *Insured Person* must provide the *Insurer's Security Consultants* with all assistance and information in a timely manner and must not attempt to make arrangements without the involvement and/or agreement of the *Insurer's Security Consultants*.

### Hijack, Kidnap and Ransom - Exclusions

The *Insurer* will not be liable for any claim:

- 1 for an *Insured Person* within the *United Kingdom* or their normal *Country of Residence* (if different);
- 2 relating to any criminal or fraudulent act of the *Insured* or the *Insured Person*;
- 3 if the *Insured* or the *Insured Person* has had *Kidnap* insurance declined or cancelled in the past;
- 4 for an *Insured Person* whilst on an *Insured Journey* in excess of 60 days duration;
- 5 for any *Kidnap* which occurs in Afghanistan, Colombia, Mexico, Nigeria, the Philippines, Venezuela or any country all travel to which has been advised against by the *Insurer's Security Consultants* or the British Government or the government of the *Insured Person(s) Country of Residence* (if different);

- 6 for any sums the *Insured* or the *Insured Person* become legally liable to pay as the result of any legal action for damages including legal costs incurred by the *Insured* or the *Insured Person* in defence of such action as the result of alleged negligence or incompetence in hostage retrieval or negotiations following *Kidnap* or alleged negligence in not preventing *Kidnap*.

The *Insurer* will not be liable for any **Life Threatening Situation Expenses** claim;

- 1 where the life threatening situation is due to any unpaid debt or criminal or fraudulent act of the *Insured Person*;
- 2 incurred in the *United Kingdom*;
- 3 where the *Insured Person* has deliberately exposed themselves to undue peril;
- 4 where after commencement of an *Insured Journey*, warnings to leave have been given by the *Insurer's Security Consultants* or the British Government or the government of the *Insured Person(s) Country of Residence* (if different) and the warnings have not been acted upon in a timely manner;
- 5 incurred in relation to *Hijack* or *Kidnap*;
- 6 incurred where the *Insured Person* was on an *Insured Journey* exceeding 30 days;
- 7 for any sums the *Insured Person* becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the *Insured* or the *Insured Person* in defence of such action as the result of alleged negligence or incompetence in extrication from the life threatening situation or alleged negligence in not preventing the involvement of the *Insured Person* in such a situation.

## Sub-section 8 | Personal Liability

### The Cover

The *Insurer* will indemnify the *Insured Person* for sums which the *Insured Person* shall become legally liable to pay as damages and the *Insured Person(s)* proper costs and expenses in respect of *Accidental death* or *Accidental Bodily Injury* to any other person or *Accidental* loss of or damage to material property of any other person.

All costs and expenses incurred with the *Insurer's* written consent in respect of any claims against the *Insured Person* shall be payable in addition notwithstanding that the *Insurer's* total liability does not exceed the limit of liability shown in the *Schedule* provided that;

- 1 the *Insured Person* shall give immediate notice to the *Insurer* of any occurrence for which there may be liability under this Policy and shall provide the *Insurer* with such particulars and information as they may require and shall forward to them immediately on receipt every letter, writ, summons and process and shall advise them in writing immediately when the *Insured Person* has knowledge of any impending prosecution inquest or fatal inquiry in connection with the said occurrence.
- 2 neither the *Insured* nor any *Insured Person* must admit any liability or pay, offer to pay or negotiate any claim without the *Insurer's* prior written consent.
- 3 the *Insurer* shall be entitled at the *Insurer's* discretion to take over and conduct in the name of the *Insured Person* the defence or settlement of any claim and to prosecute at the *Insurer's* own expense and for the *Insurer's* own benefit any claim for indemnity or damages against any other person(s) and the *Insured Person* shall give all information and assistance required.
- 4 the *Insurer* may at any time at the *Insurer's* sole discretion pay to the *Insured Person* a sum equal to the limit of indemnity for **Personal Liability** stated in the *Schedule* in respect of any occurrence or any lesser sum(s) for which the claim or claims arising from such occurrence can be settled and the *Insurer* shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- 5 in the event of a claim or series of claims resulting in the liability of the *Insured Person* to pay a sum in excess of the

limit of indemnity for **Personal Liability** stated in the *Schedule* the *Insurer's* liability for such costs and expenses shall not exceed an amount being in the same proportion as the *Insurer's* payments to the *Insured Person* bear to the total payment made by or on behalf of the *Insured Person* in settlement of the claim or claims.

- 6 the *Insurer's* liability under **Personal Liability** for all damages payable by the *Insured Person* to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of liability shown in the *Schedule*.

### Personal Liability - Exclusions

The *Insurer* will not be liable for any claim arising from:

- 1 any liability in respect of *Accidental death* or *Accidental Bodily Injury* sustained by any member of the *Insured Person(s)* family or any person who is under a contract of service with the *Insured* and which arises out of and in the course of their employment by the *Insured* or liability arising in connection with any business profession or occupation;
- 2 liability for loss of or damage to property belonging to or in the custody or control of the *Insured Person*, their family or of any employee or agent of the *Insured Person* or liability arising out of the ownership possession or use by the *Insured Person* of any land or buildings;
- 3 liability arising from the ownership possession or use of any mechanically propelled vehicle aircraft hovercraft or watercraft (other than hand propelled watercraft) under the control of the *Insured Person*;
- 4 liability assumed by the *Insured Person* by agreement unless such liability would have attached to the *Insured Person* in the absence of such agreement;
- 5 liability which is the result of any claim resulting from the transmission of any communicable disease or virus;
- 6 liability which is the result of any wilful malicious or unlawful act; or
- 7 any punitive or exemplary damages.

## Sub-section 9 | Legal Expenses

### The Cover

The *Insurer* will negotiate on the *Insured Person(s)* behalf for legal rights to bring *Legal Proceedings* to pursue a civil claim resulting from an incident, for which the *Insured Person* is not at fault which causes the death of or personal injury to an *Insured Person* during an *Insured Journey*, provided that

- 1 the insured incident occurs during the *Period of Insurance*
- 2 *Prospects of Success* exist for the duration of the claim
- 3 in respect of any appeal or defence of an appeal, it has been reported to the *Insurer* at least 10 working days prior to the deadline for any appeal
- 4 the maximum amount the *Insurer* will pay for *Costs and Expenses* for any one *Insured Person* in respect of any or all claims arising from one cause is £50,000
- 5 an *Insured Person* or their legal representative reports an insured incident as soon as possible and in any event no later than 180 days after the date the *Insured Person* knew or should have known about the insured incident; and
- 6 the *Insured Person* adheres to the following Conditions

### Legal Expenses Conditions

#### 1 An Insured Person(s) Duty

An *Insured Person* must report an insured incident to the *Insurer* as soon as possible and in any event no later than 180 days after the date the *Insured Person* knew or should have known about the insured incident.

#### 2 Legal Representation

- a On acceptance of a claim, if appropriate, the *Insurer* will appoint an *Appointed Representative*.
- b If it is necessary to start court proceedings or there is a conflict of interest, the *Insured Person* is free to nominate an *Appointed Representative* by sending to the *Insurer* the name and address of the suitably qualified person.

c If the *Insurer* does not agree to the choice of *Appointed Representative* under b above, the *Insured Person* may choose another suitably qualified person.

d If there is still a disagreement with regard to the *Appointed Representative*, the *Insurer* will ask the president of a relevant national law society to choose a suitably qualified person to represent the *Insured Person*. The *Insurer* and the *Insured Person* must accept such choice.

e In all other circumstances the *Insurer* will be free to choose an *Appointed Representative*.

f An *Appointed Representative* will be appointed by the *Insurer* and represent the *Insured Person* according to the *Insurer's* standard terms of appointment (which may include a 'no win no fee' agreement). The *Appointed Representative* must co-operate with the *Insurer* at all times.

#### 3 Our Rights and the Insured Person(s) Obligations

a The *Insurer* will have direct access to the *Appointed Representative* who will, upon request, provide the *Insurer* with any information or opinion on the claim.

b The *Insured Person* must co-operate fully with the *Insurer* and the *Appointed Representative* and must keep the *Insurer* up-to-date with the progress of the claim.

c At the *Insurer's* request the *Insured Person* must give the *Appointed Representative* any instructions that the *Insurer* requires.

d The *Insured Person* must notify the *Insurer* immediately if anyone offers to settle a claim or makes a payment into court.

e If the *Insured Person* does not accept the recommendation of the *Appointed Representative* to accept a reasonable offer or payment into court to settle a claim, the *Insurer* may refuse to pay further costs and expenses.

f No agreement to settle on the basis of both parties paying their own costs is to be made without the *Insurer's* prior approval.

#### 4 Discontinuance of a Claim

If the *Insured Person*;

a settles a claim or withdraws a claim without the *Insurer's* prior agreement;

b does not give suitable instructions to the *Appointed Representative*; or

c dismisses an *Appointed Representative* without the *Insurer's* prior consent,

the cover the *Insurer* provides will end immediately and the *Insurer* will be entitled to re-claim from the *Insured Person* any *Costs and Expenses* the *Insurer* has incurred.

#### 5 Recoveries

The *Insured Person* must take every available step to recover *Costs and Expenses* that the *Insurer* has to pay and the *Insured* must pay the *Insurer* any *Costs and Expenses* that are recovered.

#### 6 Disputes

If any difference arises between the *Insurer* and the *Insured Person* in respect of the acceptance, refusal, control or handling of any claim under this section, the *Insured Person* can take the steps outlined in the *Insurer's* complaints procedure.

#### 7 Arbitration

The *Insured Person* has the right to refer any difference that arises between the *Insurer* and the *Insured Person* in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by the *Insurer* and the *Insured Person*. If there is a disagreement with regard to the choice of counsel, the *Insurer* will ask the president of a relevant national law society to choose a suitably qualified person. The arbitrator's decision shall be final and binding on both parties. All costs for resolving the difference will be met by the party whom the decision is made against.

## Legal Expenses - Exclusions

The *Insurer* will not pay any claim;

- 1 if the *Insured Person* does not keep to the terms, conditions and exceptions under **Sub-section 9 Legal Expenses**;
- 2 where the *Insured Person* is more specifically insured under another policy or in respect of any amount which the *Insured Person* cannot recover from a more specific insurance because the insurer of that insurance refuses the claim;
- 3 relating to the *Insured Person* driving a motor vehicle without a valid licence and/or insurance;
- 4 relating to any *Illness*, death or bodily injury which develops gradually or is not caused by a specific sudden event;
- 5 arising from Deep Vein Thrombosis (DVT) or its symptoms that result from travelling by air;
- 6 in respect of libel or slander;
- 7 for *Costs and Expenses* incurred prior to the *Insurer's* written acceptance of a claim;
- 8 for *Costs and Expenses* which have been incurred by the *Appointed Representative* on a contingency fee basis;
- 9 in respect of any legal action an *Insured Person* takes which the *Insurer* has not agreed to or where an *Insured Person* does anything to hinder the *Insurer* or the *Appointed Representative*;
- 10 deliberately or intentionally caused by the *Insured Person* or as a result of the *Insured Person(s)* criminal act;
- 11 for any fines, penalties, compensation or damages which the *Insured Person* is ordered to pay by a court or other authority;
- 12 in respect of an application for judicial review;
- 13 relating to any non-contracting party's rights (other than those of an *Insured Person*) to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section;
- 14 for a dispute with the *Insurer* other than as catered for in **Sub-section 9 Legal Expenses; Conditions 6 and 7**; or
- 15 against a tour operator, travel agent, insurer or their agent, a member of the *Insured Person(s)* family, another *Insured Person* under this policy, the *Insured* or the *Insurer*.

## 7 Foreign Office Advice

any claim incurred or in respect of any travel to Afghanistan, Iran, Iraq, North Korea, Syria, or any country destination or region in respect of which the advice of the British Government or the government of the *Insured Person(s)* *Country of Residence* (if different) at the time the trip was booked was "against all travel to".

## 8 Policy Age Limit

Unless otherwise agreed by the *Insurer* and specifically noted in this Policy no person over the age of 75 will be covered by this Policy.

## Section 20 | Exclusions

The *Insurer* shall not be liable for any loss, claim, or other damages or expenses arising directly or indirectly or in consequence of:

- 1 **War**  
any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event;
  - a War in the *Insured Person(s)* *Country of Residence* or secondment
  - b any action taken in controlling, preventing, suppressing or in any way relating to **1a** aboveThe above exclusion shall be inoperative in the event of *War* being declared whilst the *Insured Person* is actually engaged on an *Insured Journey* abroad;
- 2 **Aviation**  
the *Insured Person* engaging in any kind of flying other than as a passenger.
- 3 **Service Personnel**  
the *Insured Person* being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service;
- 4 **Self-harm**  
the *Insured Person* committing or attempting to commit suicide or intentionally inflicting self injury;
- 5 **Criminal Acts**  
the *Insured Person(s)* own criminal act;
- 6 **Insanity**  
the *Insured Person* being in a state of insanity;

# General Conditions

The following General Conditions shall apply to all Sections of this Policy unless stated otherwise:

## Continuing Obligations:

### 1 Acquisition, Creation or Disposal of Subsidiaries (applicable to Sections 15, 16, 17 and 18 only)

In respect of

**a** If the *Insured* acquires or creates a *Subsidiary* subsequent to the inception of this Policy, the following provisions apply:

**i** full information must be supplied to the *Insurers* within 60 (sixty) days. In this event the *Insurers* reserve the right to charge an additional *Premium* and, if deemed necessary, to alter the terms of this Policy;

**ii** upon agreement, coverage hereon shall only attach from the date of acquisition or creation for subsequent acts. The *Insurers* shall not be liable for any *Wrongful Act*, *Corporate Wrongful Act*, *Employment Wrongful Act*, or *Breach of Duty* committed, or *Investigation Costs* for investigations initiated, or *Criminal Loss* discovered prior to the date the new or additional *Subsidiary* was established or acquired by the *Insured* unless otherwise agreed.

**b** From the date that an entity ceases to be a *Subsidiary* during the *Period of Insurance* or ceases to be a *Subsidiary* during any insurance of which this is a renewal, the following provisions apply:

**i** there shall be no coverage for any subsequent *Wrongful Act*, *Corporate Wrongful Act*, *Employment Wrongful Act*, or *Breach of Duty* committed, or *Investigation Costs* for investigations initiated, or *Criminal Loss* discovered, after the date that an entity ceases to be a *Subsidiary*;

**ii** coverage shall continue for the remainder of the *Period of Insurance* including the Optional Extension Period or Optional Extended Discovery Period if applicable, for claims arising from any *Wrongful Act*, or *Corporate Wrongful Act* committed, or *Investigation Costs* for investigations initiated, or *Criminal Loss* discovered, prior to the date the entity ceased to be a *Subsidiary*.

**c** The *Insurers* shall be notified as soon as practicable, but in any event no more than 60 (sixty) days after the *Insured* or its *Trustees*, *Directors* or *Officers* are first made aware of the consolidation or merger of the *Insured* with another. On receipt of such notice the *Insurers* shall have the right to amend the terms and conditions of the Policy.

### 2 Alteration

If after the inception of the *Period of Insurance* there is any alteration:

**a** by removal; or

**b** whereby the risk of legal liability is increased; or

**c** whereby the *Insured's* interest ceases except by will or operation of law; or

**d** whereby the *Business* is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or

**e** any change is made in the description of the *Business*; other than for the creation, acquisition or disposal of a *Subsidiary* as described under **General Conditions 1 Acquisition, Creation or Disposal of Subsidiaries**, the *Insured* shall give written notice to the *Insurer* as soon as reasonably practical and in any event no later than 14 (fourteen) days from the date of the alteration or the *Insured's* knowledge of the alteration.

The *Insurer* reserves the right to amend the terms of this Policy at the time of such notification and no indemnity shall be provided until the *Insured* has accepted the terms, which offer and acceptance must be signified in writing and by an Endorsement attaching to this Policy.

Any change in the description of the *Business* and any material variation from the information supplied to the *Insurer* at the time

this insurance was effected, not notified to the *Insurer* are not indemnified hereunder.

### 3 Assignment

This Policy may not be assigned without the *Insurers'* written consent.

### 4 Authorisation

It is agreed that the *Insured* shall act on behalf of the *Insured*, any *Subsidiary*, any *Person Employed* or any other person or organisation who may be entitled to indemnity under this Policy in matters concerning this Policy, including:

**a** notification of any claims in accordance with the Policy

**Claims Conditions**;

**b** payment of *Premiums* or the receiving of any return *Premiums* that may become due under this Policy;

**c** negotiation, agreement to and acceptance of renewal terms and Endorsements applying to this Policy;

**d** cancellation or non-renewal of this Policy.

### 5 Average (Underinsurance) (applicable to Sections 1, 3 and 8 only)

Unless more specifically stated, each *Sum Insured* shall be subject to Average. Whenever a *Sum Insured* is declared to be subject to Average, if at the time of any *Damage* such *Sum Insured* is less than the total value of such property, then the *Insured* shall be considered as being their own insurers for the difference and shall bear a rateable share of the loss accordingly. Section 2 has its own Conditions of Average which is stated in the wording of that Section.

### 6 Cancellation

**a** The *Insured* may cancel this Policy at any time after the date the *Insurer* has received the *Premium* by providing 30 days notice in writing to the *Insurer*.

The *Insurer* may, at the *Insurer's* discretion, refund to the *Insured* a proportionate part of the *Premium* paid for the unexpired period provided that there have been no:

**i** claim(s) made under the Policy for which the *Insurer* has made a payment

**ii** claim(s) made under the Policy which is still under consideration

**iii** incident(s) which the *Insured* is aware of and is likely to give rise to a claim which has already been or is yet to be reported to the *Insurer*

during the current *Period of Insurance*.

**b** The *Insurer* will cancel this Policy from the inception date if the *Premium* has not been paid. Such cancellation will be confirmed in writing by the *Insurer* to the *Insured's* last known address.

**c** The *Insurer* will cancel this Policy from the date of any payment default if the *Premium* is settled by instalment and attempts to rectify any default have been unsuccessful and the *Premium* has not been paid, and no return *Premium* will be allowed. Such cancellation will be confirmed in writing by the *Insurer* to the *Insured's* last known address.

**d** The *Insurer* may also cancel this Policy at any time by sending not less than 30 days notice in writing to the *Insured's* last known address.

### 7 Choice of Law

Unless otherwise agreed by the *Insurers* and the *Insured*, this Policy shall be subject to and construed solely in accordance with the appropriate law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which the *Insured* has its principal place of business

### 8 Computer Records (applicable to Sections 1, 2, 3 and 5 only)

It is a condition precedent to liability that the *Insured* shall maintain a minimum of 2 (two) generations of back-up *Data* and *Software* taken at intervals no less frequently than every 48 (forty-eight) hours, one copy as a minimum being held off site.

## 9 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 and any amending and/or subsequent legislation to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 10 Declarations/Adjustments of Premium

If any part of the *Premium* is based on estimates provided by the *Insured*, the *Insured* shall keep an accurate record containing all relevant information and shall at any time allow the *Insurers* to inspect such record. The *Insured* shall upon request and within 60 (sixty) days after the expiry of each *Period of Insurance* furnish the relevant information, including but not limited to wage roll and turnover, as the *Insurers* may require. The *Premium* shall then be adjusted and the difference paid by or allowed to the *Insured*, subject to any Minimum *Premium* required within 30 (thirty) days of receipt of the *Insurers'* adjusted premium calculations. The *Insurers* reserve the right to request the *Insured* to supply an auditor's certificate attesting to the accuracy of any information furnished to the *Insurers*.

## 11 Fire Protections (applicable to Sections 1, 2, 3 and 6 only) Fire Alarms

It is a condition precedent to liability that where the *Insurers* require that the *Premises* are protected by an automatic fire alarm installation the *Insured* will:

- a carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;
- b carry out the maintenance procedures specified by the manufacturers of the equipment;
- c notify the *Insurers* immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 (twelve) hours or more;
- d record details of all events such as alarm faults, tests, maintenance and disconnections and keep such details available for examination by the *Insurers'* representatives.

### Fire Break Doors and Shutters

It is a condition precedent to liability that all fire break doors and shutters shall be kept closed except during working hours and shall be maintained in efficient working order.

### Sprinkler Maintenance

It is a condition precedent to liability that where the *Insurers* require that the *Premises* are protected by an automatic sprinkler system the system is:

- a maintained in good working order;
- b in full and effective operation unless otherwise agreed by the *Insurers*;
- c under a contract for maintenance and half yearly inspections with engineers approved by the *Insurers* and any defects, faults or shortcomings revealed by such tests are immediately rectified unless otherwise agreed by the *Insurers*;
- d tested by the *Insured* in accordance with the *Insurers'* requirements and the Sprinkler Test card provided;

## 12 Insurable Interest

The insurable interest in the insurance by this Policy shall not be transferred without the written consent of the *Insurers*.

## 13 Interpretation

In this Policy:

- a reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;
- b reference to any statutory or other body shall include the successor to that body;
- c words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
- d if any term, condition, exclusion or Endorsement or part

thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;

- e the headings are for reference only and shall not be considered when determining the meaning of this Policy.

## 14 Jurisdiction

The *Insurers* and the *Insured* agree that all disputes arising out of or in connection with this Policy, including but not limited to any disputes relating to the formation, validity and interpretation and application of the terms, conditions, limits and exclusions of this Policy, shall be subject to the exclusive jurisdiction of the Courts of England and Wales. The *Premium* for this Insurance has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

## 15 Liquidation or Insolvency

This Policy shall terminate upon:

- a the acquisition of the *Insured* by way of the acquisition of more than 50% of issued share capital, voting rights or of assets, by any other entity, or
- b the merger or consolidation of the *Insured* into or with another entity such that the *Insured* are not the surviving entity;
- c the appointment of a liquidator, receiver, supervisor, trustee or insolvency appointee or fiduciary to the *Insured*; or
- d the *Insured* winding-up, except that such winding up is solely of a *Subsidiary* of the *Insured* where in **General Condition 1 Acquisition, Creation or Disposal of Subsidiaries** shall apply

Following the termination of this Policy, the *Insured* shall be entitled to continue to notify any:

- a *Criminal Loss* discovered, or
- b *Claim* made,

prior to the termination of the Policy, provided that:

- a cover shall only apply to any loss or that part of thereof arising as a direct result of any *Wrongful Act*, *Corporate Wrongful Act*, *Employment Wrongful Act*, or *Breach of Duty* committed, or *Criminal Loss* discovered, prior to the termination of this Policy, or *Investigation Costs* for investigations initiated prior to such effective date.; and
- b the Policy is not renewed or replaced with any other policy affording similar cover for the benefit of the former *Insured* and/or *Persons Employed*.
- c such notification is given within 30 days of the termination of this Policy, or expiry of any applicable Optional Extension Period or applicable Optional Extended Discovery Period

## 16 Long Term Undertaking

The *Schedule* states whether the premiums, terms and conditions of this Policy have been specifically calculated in consideration of the *Insured* having given an undertaking expiring on the date as stated in the *Schedule*, to offer annually to the *Insurers* the insurance under this Policy on the limits, terms, conditions and exclusions in force at the expiry of each *Period of Insurance* and to pay the premium annually in advance, it being understood that:

- a the *Insurers* shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking;
- b where appropriate the *Sum Insured* may be reduced at any time to correspond with any reduction in value or in the *Business*.

The above-mentioned undertaking applies to any Policy (or Policies) which may be issued by the *Insurers* in substitution for this Policy and the same discount shall be allowed off the premiums for any substituted Policy (or Policies) issued by the *Insurers* as aforesaid.

Payment of the premium due at the expiry date as stated in the *Schedule* shall be deemed to be acceptance by the *Insured* of the terms of this Condition.



## 17 Non-disclosure, Misrepresentation or Misdescription Before this policy was entered into

If the *Insured* have breached the *Insured's* duty to make a fair presentation of the risk to the *Insurer* before this policy was entered into, then:

- a where the breach was deliberate or reckless, the *Insurer* may avoid this Policy and refuse all claims, and keep all premiums paid;
- b where the breach was neither deliberate nor reckless, and but for the breach:
  - i the *Insurer* would not have agreed to provide cover under this policy on any terms, the *Insurer* may avoid this policy and refuse all claims, but will return any premiums paid.
  - ii the *Insurer* would have agreed to provide cover under this policy but on different terms (other than premium terms), the *Insurer* may require that this Policy includes such different terms with effect from its commencement, and/or
  - iii the *Insurer* would have agreed to provide cover under this Policy but would have charged a higher premium, the *Insurer's* liability for any loss amount payable shall be limited to the proportion that the premium the *Insurer* charged bears to the higher premium the *Insurer* would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

### Before a variation was agreed

If the *Insured* have breached the *Insured's* duty to make a fair presentation of the risk to the *Insurer* before any variation to this Policy was agreed, then:

- a where the breach was deliberate or reckless, the *Insurer* may cancel this Policy with effect from the date of the variation, and keep all premiums paid;
- b where the breach was neither deliberate nor reckless, and but for the breach:
  - i the *Insurer* would not have agreed to the variation on any terms, the *Insurer* may treat this policy as though the variation was never made, but will return any additional premiums paid
  - ii the *Insurer* would have agreed to the variation but on different terms (other than premium terms), the *Insurer* may require that the variation includes such different terms with effect from the date it was made, and/or
  - iii the *Insurer* would have agreed to the variation but would have increased the premium, or would have increased it by more than the *Insurer* did, or would not have reduced it or would have reduced it by less than the *Insurer* did, the *Insurer's* liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This Condition operates in addition to any provisions relating to underinsurance in this policy.

## 18 Contribution (applicable to Sections 1 to 6 inclusive and 8 only)

If at the time of any claim(s) covered by this Policy there shall be any other insurance covering the same risk or part thereof the *Insurers* shall not be liable for more than their rateable proportion thereof.

If any such other insurance be subject to any condition of Average, this Policy, if not already subject to any such condition of Average, shall be subject to Average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, either in whole or in part, or from contributing rateably, the liability of the *Insurers* shall be limited to that proportion of the *Damage* which the *Sum Insured* under this Policy bears to the value of the property.

## 19 Contribution (applicable to all sections other than Sections 1 to 6 inclusive, 8, 14 and 19)

If the *Insured*, or any *Person Employed* is insured under any other existing Policy regardless of whether such *Loss* or *Criminal Loss* or *Claim* is collectable or recoverable, the *Insurer*

shall not be liable for any *Loss* or *Criminal Loss* or *Claim* except in respect of any amount which exceeds the excess and limit of liability of such other insurance.

Where any *Outside Entity* may provide indemnity and/or has its own relevant and collectable insurance for the benefit of the *Insured* or any *Person Employed*, the *Insurer* will only be liable under this policy in excess of such other indemnity or insurance.

## 20 Precautions and Reasonable Care

It is a condition that the *Insured* shall take all reasonable precautions:

- a for the safety of and to avoid, prevent or minimise any *Damage* to the *Property Insured* ;
  - b to avoid, prevent or minimise any injury to others or damage to their property;
  - c to prevent the sale of or supply of *Products* which are defective in any way;
- which might give rise to a claim under this Policy.

It is a condition that the *Insured* shall also:

- a comply with all statutory and other obligations and regulations imposed by any authority;
- b maintain the *Premises*, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
- c exercise reasonable care in the selection and supervision of *Employees* and in the employment of competent staff;
- d in the event of discovery of any defect or danger immediately cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

## 21 Security (applicable to Sections 1, 2, 3 and 6 only) Intruder Alarm System

It is a condition precedent to liability in respect of loss or damage following entry or attempted entry into or exit from the *Premises* by forcible and violent means that where the *Insurers* require that the *Premises* are protected by an *Intruder Alarm System* whilst the *Premises* are unattended that:

- a the *Premises* are protected by an *Intruder Alarm System* and means of communication used to transmit signals from such an *Intruder Alarm System* designed, installed and maintained as agreed with the *Insurers*;
- b the *Protected Premises* shall not be left without at least one the *Insured* or any other person authorised by the *Insured* to be responsible for the security of the *Premises* in attendance without the agreement of the *Insurers*:
  - i unless the *Intruder Alarm System* is set in its entirety with all means of communication used to transmit signals in full operation;
  - ii if the Police have withdrawn their response to alarm calls;
- c in the event of notification of any activation of the *Intruder Alarm System* or interruption of any means of communication during any period that the *Intruder Alarm System* is set, a *Keyholder* shall attend the *Premises* as soon as reasonably possible, in order to confirm the security of the *Premises* and reset the *Intruder Alarm System* in its entirety. If the *Intruder Alarm System* cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a *Keyholder* must remain at the *Premises* unless agreed in writing with the *Insurers*;
- d the *Insured* shall advise the *Insurers* as soon as possible, and in any event not later than 10.00am on the *Insurers'* next working day:
  - i that Police attendance in response to alarm signals/calls from the *Intruder Alarm System* may be withdrawn or the level of response reduced or delayed;
  - ii of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;

- iii that the *Intruder Alarm System* and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order;  
and the *Insured* shall comply with any subsequent requirements stipulated by the *Insurers*;
- e no alteration or substitution of:
  - i any part of the *Intruder Alarm System*;
  - ii the structure of the *Premises* or changes to the layout of the *Premises* which would affect the effectiveness of the *Intruder Alarm System*;
  - iii the means of communication used to transmit signals from the *Intruder Alarm System*;
  - iv the procedures agreed with the *Insurers* for Police or any other response to any activation of the *Intruder Alarm System*;
  - v the maintenance contract;
 shall be made without the written agreement of the *Insurers*;
- f the *Insured* shall maintain a secrecy of codes and security of keys and setting/unsetting devices for the operation of the *Intruder Alarm System*. All keys and other setting/unsetting devices for the *Intruder Alarm System* must be removed from the *Premises* when they are left unattended;
- g the *Intruder Alarm System* shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with the *Insurers*;
- h the *Insured* shall appoint at least 2 (two) *Keyholders* and lodge written details (which must be kept up to date) with the alarm company, and with the Police if they so require.

- d the *Premises* are kept clear of all moveable combustible material;
- e the *Insured* or an authorised *Employee* or the *Insured's* appointed agent inspect the *Premises* at least once each week and:
  - i) all defects in maintenance or security are rectified immediately;
  - ii) records of these inspections are kept and are available for inspection by the *Insurers*;
- f there is no refurbishment or renovation work unless previously agreed by the *Insurers*.

The *Insured* shall give notice to the *Insurers* as soon as reasonably possible when any *Building(s)* become(s) *Unoccupied* and the *Insurers* shall have the right to impose additional terms, conditions and exclusions and charge a suitable additional premium which shall be paid by the *Insured* if required.

### Protections

It is a condition precedent to liability that:

- a all protections in force at the *Premises* at the inception of this Insurance or subsequently as stipulated by or agreed by the *Insurers* shall be in full operation securing the *Premises* outside *Business Hours*;
- b any keys for the *Premises* and/or *Intruder Alarm Systems* and/or safes and/or strongrooms and/or any other secured area or device in which the *Property Insured* is kept are removed from the *Premises* outside *Business Hours*;
- c the *Insured* maintains the secrecy of codes for the operation of the *Intruder Alarm System* to authorised persons and no details of the same are left on the *Premises*.

### 22 Several Liability

The subscribing *Insurers'* obligations hereunder are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing *Insurers* are not responsible for the subscription of any co-subscribing *Insurer(s)* or underwriter(s) who for any reason does not satisfy all or any part of their obligations.

### 23 Severability of Proposal

For the purposes of determining whether any Exclusion applies, no fact contained in any *Proposal*, nor fact pertaining to the conduct of any *Person Employed* shall be imputed to any other *Person Employed* in determining any right or obligation under this policy.

### 24 Unoccupied Building(s) (applicable to Sections 1, 2, 3, 6 and 10 only)

It is a condition precedent to the liability of the *Insurers* under this/these Section(s) that when any *Building(s)* become(s) *Unoccupied* and for as long as such *Building(s)* remain(s) *Unoccupied* unless otherwise agreed in writing by the *Insurers*:

- a the *Premises* are secured against illegal entry, with all windows firmly secured so as to prevent unauthorised entry;
- b all letterboxes are sealed to prevent insertion of any materials or liquids;
- c if reasonably possible, all mains services are disconnected and all water pipes and tanks are drained down;

# CLAIMS CONDITIONS

## In the Event of a Claim:

### 1 Notification of any incident which may give rise to a claim:

#### Sections under Part A

##### Action by the Insured in respect of Sections 1 to 8 inclusive, and 12 and 13

It is a condition precedent to liability that if any incident occurs which may give rise to a claim under this Policy the *Insured* shall:

- a give immediate notice to:
    - i the Police Authority in respect of any theft, attempted theft, riot, malicious damage, accidental loss or *Act of Terrorism* (if and to the extent that *Terrorism* is insured by this Policy);
    - ii Aviva 24/7 Claims Helpline on **0800 015 1498**
  - b and within:
    - i 7 (seven) days in the case of *Damage* caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
    - ii 30 (thirty) days of the expiry of the *Indemnity Period* in respect of a claim under **Section 2 Business Interruption All Risks**;
    - iii 30 (thirty) days of the occurrence of any other event;
- supply, at its own expense, full details of the claim in writing together with any supporting information, receipts and proofs which the *Insurers* may reasonably require and no claim shall be paid until the *Insured* has complied with this paragraph.

##### Action by the Insured in respect of Sections 9, 10 and 11

It is a condition precedent to liability that if any incident occurs which may give rise to a claim under the Policy the *Insured* shall:

- a give immediate notice to Aviva 24/7 Claims Helpline on **0800 015 1498**; and
- b as soon as reasonably practicable following notification of the incident supply, at its own expense, full details of the incident in writing and all such additional information as the *Insurers* may require.

Every letter of claim, writ, summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to the *Insurers* immediately they are received.

The *Insured* shall at all times in addition to its obligations set out above afford such information to and co-operation with the *Insurers* or their appointed agents to allow the *Insurers* to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Lord Chief Justice.

The *Insurers* shall be entitled (either before or after any payment under this Policy) to take over at their own expense the absolute control and conduct of any negotiation, proceeding or settlement of any claim in the name of and on behalf of the *Insured*. The *Insured* shall not admit liability or make any offer or promise of payment without the prior written consent of the *Insurers*.

The *Insured* shall keep adequate business records and shall give such information and assistance as the *Insurers* may reasonably require to substantiate a claim or deal with a third party claim.

##### In respect of Claims for Section 7 Group Personal Accident

Claims should be notified to [gpaclaims@aviva.com](mailto:gpaclaims@aviva.com) or by telephone to 0800 051 6583

- a In the event of a claim hereunder, the *Insured Person* shall allow the medical adviser or advisers appointed by the *Insurers* to examine *Insured Person* as often as may be deemed necessary by the *Insurers*.
- b The *Insured Person* must place themselves as early as possible under the care of a qualified medical practitioner.
- c In the event of a claim, the *Insured Person* shall if requested by the *Insurers* provide medical reports which the *Insurers*

reasonably require in order to assess a claim and to allow the medical adviser or advisers appointed by the *Insurer* to examine the *Insured Person* as often as may be reasonably deemed necessary by the *Insurers*.

#### Section under Part B

##### Action by the Insured in respect of Section 14 Legal Expenses

Please refer to **Section 14 Legal Expenses** Conditions 1 and 3. The DAS Legal Expenses Helpline telephone number is **0345 300 1899**. Please note that calls to the Helpline do not constitute the notification of a claim.

#### Sections under Part C

##### Action by the Insured in respect of Section 15 – 18 inclusive

- a i In the event of a *Claim*, it is a condition precedent to the *Insurers*' liability under this Policy that notice must be given to the *Insurers* as soon as practicable to the postal or email address detailed below, but in no event more than 30 (thirty) days after the expiry date of the *Period of Insurance*, or if applicable any Optional Extension Period or Optional Extended Discovery Period;
  - ii If during the *Period of Insurance*, the *Insured* or any *Trustee, Director or Officer* becomes aware of any *Wrongful Act, Corporate Wrongful Act, Employment Wrongful Act, Breach of Duty, Criminal Loss* or other loss or any other *Circumstance* which they believe may lead to a *Claim*, it is a condition precedent to the *Insurers*' liability under this Policy that notice must be given to the *Insurers* during the *Period of Insurance*, or if applicable any Optional Extension Period or Optional Extended Discovery Period. Any *Claim* arising out of such *Wrongful Act, Corporate Wrongful Act, Employment Wrongful Act, or Breach of Duty* shall then be deemed to have been made during the *Period of Insurance*. Such notice must state why it is believed that a *Claim* will be made.
  - iii The *Insurer* shall not be liable for any loss, claim or other costs or expenses based upon, or arising directly or indirectly out of a *Wrongful Act, Corporate Wrongful Act, Employment Wrongful Act, Breach of Duty, Crime* or any other incident which they believe may lead to a *Claim* or *Criminal Loss* which:
    - a have been or should have been the subject of notice given to any prior insurance; or
    - b is the subject of any prior and/or pending litigation (or any fact, *Circumstance*, situation, transaction or event underlying or alleged in such litigation regardless of the legal theory upon which such *Claim* is predicated) which was known to the *Insured* or any *Trustee, Director or Officer* at inception of this Policy (or if earlier, at inception of any prior Policy issued by the *Insurer* of which this Policy is a renewal) where such *Claim* has been or should have been the subject of notice given to any prior insurance.

##### Claims notification

**Address:** The Senior Claims Manager, Aviva Global Corporate & Specialty, Level 18 St Helen's, 1 Undershaft, London, EC3P 3DQ

**Email:** [prclms@aviva.com](mailto:prclms@aviva.com)

##### b Settlements

i No admittance of liability nor settlement of loss shall be made or *Costs, Charges and Expenses* incurred, without the *Insurers*' prior written consent unless otherwise agreed by way of Extension, and such consent shall not be unreasonably withheld.

The *Insurers* shall pay such *Costs, Charges and Expenses* no more than once every 60 (sixty) days provided that:

- 1 if it is ultimately established that the *Insurers* has no liability under this Policy, all sums advanced shall be repaid;

**2** any advance of *Costs, Charges and Expenses* shall reduce the *Limit of Indemnity* in accordance with the terms of this Policy.

**ii** It shall be the duty of the *Insured*, not the duty of the *Insurers*, to defend any *Claim*. However, the *Insurers* shall be entitled but not obliged to assume the conduct of the defence or settlement of any *Claim* notified under this Policy.

## Sections under Part D

### Action by the Insured in respect of Section 19- Property Damage Loss Recovery

Please see Claims notification on page 76

## Section under Part E

### Action by the Insured in respect of Section 20 – Business Travel

If in relation to any claim the *Insured* or the *Insured Person* have failed to fulfil any of the following conditions, the *Insured* or the *Insured Person* will lose the right to indemnity or payment for that claim.

The *Insured* or the *Insured Person* must:

- a** tell the *Insurer* as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event;
- b** as soon as practicable and at the *Insured's* or the *Insured Person(s)* expense, provide the *Insurer* with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim;
- c** provide the *Insurer* at the *Insured's* or the *Insured Person(s)* own expense with all certificates information and evidence reasonably required by the *Insurer* and in the form and of such nature as the *Insurer* may prescribe;
- d** immediately pass to the *Insurer* unanswered, all communications from third parties in relation to any event which may result in a claim under this policy; and
- e** not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without the *Insurer's* written agreement;

and the *Insured Person* shall

- a** submit to medical examination at the *Insurer's* request in respect of any alleged *Accidental Bodily Injury* where the *Insurer* shall pay the fee; and
- b** as soon as possible after the occurrence of any *Accidental Bodily Injury* obtain and follow the advice of a *Qualified Medical Practitioner*.

The *Insurer* shall not be liable for any consequences arising due to the *Insured Person(s)* failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death the *Insurer* shall be entitled to have a post-mortem examination at the *Insurer's* own expense.

### Claims Service

**Telephone:** For all Travel related claims, including *Accidental Bodily Injury* whilst abroad, please contact our claims provider Cega on one of the following numbers:

For Emergency Medical Assistance whilst overseas, contact +44 (0) 1243 621 066

For non Emergency claims, contact 01243 621416

**Email:** [avivatravelclaims@cegagroup.com](mailto:avivatravelclaims@cegagroup.com)

### Postal Address:

Aviva Travel Claims PO Box 432 Chichester West Sussex PO18 8WP

## Conditions applicable to all Sections

### 2 Action to Minimise Loss

It is a condition that if any incident occurs which may give rise to a claim under this Policy the *Insured* shall take action to minimise the loss or damage, to avoid interruption or interference with the *Business* and to prevent further damage or injury.

### 3 Allocation

If any *Claim* for *Loss* is made against any

- a** *Insured*, or
- b** *Person Employed*, or
- c** any other person entitled to indemnity under this Policy;

and any person, or organisation who is not insured under this Policy, the *Insurers* and the *Insured* will use all reasonable endeavours to determine a fair allocation between *Loss* which is covered and *Loss* which is not covered under this Policy.

If a fair and equitable allocation cannot be mutually agreed between the *Insurers* and the *Insured*, then **Claims Condition 4 Arbitration** shall apply.

### 4 Arbitration (applicable to all Sections except 14 – Legal Expenses)

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions being in force at that time. Where any difference is by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the *Insurers*.

### 5 Claims Co-operation

Following notification of any *Loss, Claim* or *Circumstance* the *Insured* shall at their own expense:

- a** give all information and assistance within timescales reasonably required by the *Insurers*; and
- b** make no admission of liability, arrangement, compromise, offer, promise or payment without the consent of the *Insurers*;
- c** if the *Insurers* so request, take all reasonable steps to effect recovery from any person committing any dishonest, malicious, or fraudulent act or from the estate and/or legal representatives of such person.

### 6 Fraudulent Claims

If a claim made by the *Insured* or anyone acting on the *Insured's* behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, the *Insurer* may:

- a** refuse to pay the claim;
- b** recover from the *Insured* any sums paid by the *Insurers* to the *Insured* in respect of the claim;
- c** by notice to the *Insured* cancel the Policy with effect from the date of the fraudulent act without any return of premium.

If the *Insurers* cancel the Policy under **c** above, then the *Insurers* may refuse to provide cover after the time of the fraudulent act. This will not affect any liability the *Insurers* may have in respect of the provision of cover before the time of the fraudulent act.

If this Policy provides cover to any person other than the *Insured* and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, the *Insurers* may:

- a** refuse to pay the claim,
- b** recover any sums paid by the *Insurers* in respect of the claim (from the *Insured* or such person, depending on who received the sums or who benefited from the cover provided),
- c** by notice to the *Insured* and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If the *Insurers* cancel a person's cover under **c** above, then the *Insurers* may refuse to provide cover after the time of the fraudulent act. This will not affect any liability the *Insurers* may have under such cover occurring before the time of the fraudulent act.

## 7 Insurers' Rights following a Claim

On the happening of any event in respect of which a claim is or may be made under this Policy, the *Insurers* (and persons authorised by them) shall have the right, without thereby incurring any liability or diminishing their right to rely on any condition of this Insurance, to enter the *Premises* where the event has occurred, and to take and keep possession of any of the *Property Insured* (or require it to be delivered to them), and to deal with any salvage in a reasonable manner.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

This Condition shall be evidence of permission from the *Insured* to the *Insurers* so to do. If the *Insured* or anyone acting on behalf of the *Insured* shall not comply with the requirements of the *Insurers* or shall hinder or shall obstruct the *Insurers* in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited. The *Insured* shall not in any case be entitled to abandon any property to the *Insurers* whether taken possession of by the *Insurers* or not.

**Applicable to Sections 1 to 6 inclusive and 8, 12 and 13 only:**

The *Insurers* may at any time pay the amount of the *Limit of Indemnity* to which the claim applies and shall be under no further liability in respect thereof.

**Applicable to Sections 15, 16 and 18**

Following the notification of a claim for damages and claimant's costs and expenses, or *Claim* or *Circumstance* the *Insurers* will be entitled:

- i** at their discretion, to take over and conduct in the name of the *Insured* the investigation, defence or settlement of any such matter;
- ii** to be subrogated to all rights of recovery the *Insured* may have against any party and the *Insured* shall do nothing to prejudice such rights. It is agreed however that the *Insurers* shall not exercise such rights against any *Insured Person* unless such claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the *Insured Persons*.
- iii** to at any time pay any *Limit of Indemnity* after deduction of any payments already made or any lower amount for which any *Claim* can be settled. The *Insurer* may then relinquish the conduct and control and be under no further liability in respect of the *Claim* except for the payment of any fees, *Costs, Charges and Expenses* incurred with the *Insurer's* written consent prior to the date of discharge of liability.

The *Insured* shall be entitled at their own risk to contest any *Claim* which in the opinion of the *Insurers* should be compromised or settled provided that, the *Insurers* shall not be liable for any damages or *Costs, Charges and Expenses* incurred directly or indirectly as a result of the *Insured's* refusal to compromise or settle such *Claim* or legal proceedings.

## 8 Recovery

The following shall be deducted from any amount payable by the *Insurer* to the *Insured*:

- a** any monies which, but for such dishonest or fraudulent act or omission would be due from the *Insured* to the person committing or condoning such act or omission;
- b** any monies held by the *Insured* and belonging to such person;
- c** any monies recovered following action as described in **Claims Conditions 5c Claims Co-operation**.

All recoveries obtained by the *Insured* from other parties shall be allocated, after the settlement of any claim under this Policy, as follows:

- i** to the *Insured* to reduce the amount of any loss which was not recoverable by way of settlement of a claim under this Policy, but not including any *Excess* paid

**ii** to the *Insurer* for all sums paid in settlement of any claim;

**iii** to the *Insured* for the amount of any *Excess* paid in settlement of any claim.

## 9 Reinstatement of Damage

If the *Insurers* elect or become bound to reinstate or replace any property, the *Insured* shall at its own expense provide all such plans, documents, books and information as the *Insurers* may reasonably require. The *Insurers* shall not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and shall not in any case be bound to expend in respect of any one of the *Items* insured more than its *Sum Insured*.

## 10 Subrogation

Any claimant under this Policy shall, at the request and expense of the *Insurers*, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of the *Insured*, whether such steps are or become necessary before or after any payment is made by the *Insurers*.

## 11 Subrogation Waiver (not applicable to Sections 15, 16 & 18)

Notwithstanding **Claims Condition 10**, in the event of a claim arising under this Policy the *Insurers* agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- a** any Company standing in the relation of parent to subsidiary (or subsidiary to parent) of the *Insured*; or
  - b** any Company which is a subsidiary of a parent Company of which the *Insured* themselves are a subsidiary;
- in each case within the meaning of the Companies Act(s).

## General Exclusions

The following Policy Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions stated herein.

The *Insurer* will not indemnify the *Insured* in respect of:

- 1 any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed by any other cause or event:
  - a i war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
  - ii mutiny or military uprising, martial law;
  - b nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority; and
  - c any action taken in controlling, preventing, suppressing or in any way relating to a i and a ii and/or b above, and
  - d *Terrorism*

However:

Exclusion 1a ii shall only apply in respect of the following Sections, when insured by this Policy:

1 Property Damage All Risks; 2 Business Interruption All Risks; 3 Specified Business Equipment All Risks; 5 Equipment Breakdown; 6 Money and Personal Accident Assault; 8 Goods in Transit; 12 Loss of Licence / Registration.

Exclusions 1ai, 1a ii, 1b and 1c do not apply to the following Sections, when insured by this Policy:

4 Terrorism; 9 Employers' Liability; 15 Trustees, Directors and Officers Liability.

Exclusion 1d does not apply to the following Sections, when insured by this Policy:

4 Terrorism; 9 Employers' Liability and 10 Public Liability

Exclusion 1b does not apply to the following Sections, when insured by this Policy:

7 Group Personal Accident, 10 Public Liability; 11 Products Liability;

Exclusions 1a and 1c do not apply to Section 7 Group Personal Accident when insured by this Policy.

- 2 death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:
  - a i ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
  - ii the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - b the use of any weapon or device;
    - i dispersing radioactive material and/or ionising radiation; or
    - ii using atomic or nuclear fission and/or fusion or other like reaction;
  - c the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at the *Premises* (other than nuclear fuel or nuclear waste) used in the course of the *Business* for the purposes for which they were intended.

However,

In relation to Section 9 Employers' Liability, exceptions 2ai and 2a ii only apply when the *Insured*, under a contract or agreement, have undertaken to:

- a indemnify another party; or

b assume the liability of another party.

Exceptions 2ai, 2a ii and 2b do not apply to the following Sections, when insured by this Policy:

4 Terrorism; 15 Trustees, Directors and Officers Liability.

3 any:

- a money; negotiable instruments and specie;
- b securities and bonds;
- c jewellery;
- d precious stones;
- e precious metals;
- f bullion;
- g furs;
- h curios and antiques;
- i rare books;
- j works of art;
- k goods held in trust or on commission;
- l documents;
- m manuscripts;
- n business books;
- o computer systems records;
- p explosives and hazardous substances;
- q property in transit;

unless specifically mentioned.

However, the above exceptions 3 a to q do not apply to the following Sections, when insured by this Policy

4 Terrorism; 9 Employers' Liability; 10 Public Liability; 11 Products Liability; 14 Legal Expenses.

4 any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a electronic circuit, microchip, integrated circuit, microprocessor, embedded system, *Hardware*, *Software*, firmware, computer, data processing equipment, telecommunication equipment or systems, or any similar device

- b media or systems used in connection with anything referred to in a above

whether the *Insured's* property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

- i recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above.

However, the *Insurer* will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a *Defined Peril* arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section:

1 Property Damage All Risks; 2 Business Interruption All Risks; 3 Specified Business Equipment All Risks; 5 Equipment Breakdown; 6 Money and 7 Group Personal Accident.

Exceptions 4a and 4b do not apply to the following Sections, when insured by this Policy:

4 Terrorism; 7 Group Personal Accident; 9 Employers' Liability; 12 Loss of Licence / Registration; 15 Trustees, Directors and Officers Liability.

5 The *Insurer* shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the *Insurer* or any member of the *Insurer's* group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

## Important Information

### Protecting your information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully at [www.Qunderwriting.com/privacy/](http://www.Qunderwriting.com/privacy/) and contact us immediately if you have any queries. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

Our insurer partners are also committed to protecting your data, and you can read their full data privacy statements by visiting  
In respect of Aviva Insurance Ltd - [www.aviva.co.uk/legal/privacy-policy.html](http://www.aviva.co.uk/legal/privacy-policy.html)  
In respect of Lorega Ltd - [www.lorega.com/privacy-policy](http://www.lorega.com/privacy-policy)

Should you wish to receive a copy of the information we hold on you, please contact:  
Q Underwriting, Manor House, 19 Church Street, Leatherhead. KT22 8DN

### Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY  
Tel: 0800 678 1100; or 020 7741 4100  
Website: [fscs.org.uk](http://fscs.org.uk)

### Complaints Procedure

We are dedicated to providing you with a high quality service and if you have any concerns these can be raised with the person you have been dealing with who will assist you.

You may raise any queries or complaints via your broker or agent or contact:

The Complaints Officer,  
Q Underwriting, Manor House, 19 Church Street, Leatherhead KT22 8DN  
Tel: 0333 800 9858. E-mail: [complaints@Qunderwriting.com](mailto:complaints@Qunderwriting.com)

Complaints which Insurers are required to resolve will be passed on to them, and you will be notified of this.

If you are unhappy with the response to your complaint you may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and small organisations; further information is available from:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

### Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Customers with Disabilities

This policy and other associated documentation may also be available in other formats. If you require any particular assistance please contact Q Underwriting, Manor House, 19 Church Street, Leatherhead, KT22 8DN.

# Cut Red Tape

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to:

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

The screenshot shows the 'Cut Red Tape' website dashboard. At the top, there is a navigation bar with 'Powered by AVIVA FARILLO', 'Dashboard', 'Resources', and 'Contact a Legal Adviser'. A search bar is located on the right. Below the navigation bar, the main heading is 'What can we help you with?' followed by the text 'Search through over 1,000 templates, guides and videos'. A search input field is provided. Below this, a grid of 24 resource cards is displayed, each with an icon, a title, and a brief description. The cards are arranged in a 6x4 grid. A note on the right side of the grid states: 'Items more relevant to you appear higher based on your preferences.'

Category	Icon	Title	Example
COVID-19	Green virus icon	COVID-19	E.g. Furlough arrangements
Setting up my business	Green 'X' icon	Setting up my business	E.g. Brand, business model, tax & values
Business paperwork and obligations	Pink document icon	Business paperwork and obligations	E.g. Appointments, registers & filings
Business planning & business growth	Orange person icon	Business planning & business growth	E.g. Branding, creating business plans & compliance
Co-founders	Green person icon	Co-founders	E.g. Co-founder agreements
Commercial landlords & tenants	Blue building icon	Commercial landlords & tenants	E.g. Fixed short-term tenancy agreements
Consumer rights & disagreements	Orange speech bubble icon	Consumer rights & disagreements	
Contractors & freelancers	Orange person icon	Contractors & freelancers	E.g. Contracts for services
Cyber security & data protection	Pink padlock icon	Cyber security & data protection	E.g. GDPR & data breaches
Debt	Blue money bag icon	Debt	E.g. Chasing late payments
Employee Resources	Orange person icon	Employee Resources	
Employees	Green person icon	Employees	E.g. Contracts, culture & policies
Family business	Pink person icon	Family business	E.g. Family business constitutions
Funding & financing	Blue building icon	Funding & financing	E.g. Planning, pitching & banking
Handling disagreements	Pink speech bubble icon	Handling disagreements	E.g. Debt, IP or untrue statements
Health & safety	Orange shield icon	Health & safety	E.g. Health & safety policies
Mortgages	Orange house icon	Mortgages	E.g. Choosing & getting a mortgage when you're self-employed
Motoring offences	Green car icon	Motoring offences	E.g. Parking fines, penalty charge notices & appeals
Protecting rights & reputation	Orange shield icon	Protecting rights & reputation	E.g. Patents, copyright & trade secrets
Residential landlords & tenants	Blue building icon	Residential landlords & tenants	E.g. Residential tenant privacy notices
Sales, branding and marketing	Pink shopping basket icon	Sales, branding and marketing	E.g. Top tips for planning & strategy
Tax & insurance	Green money bag icon	Tax & insurance	E.g. VAT & R&D tax credits
Trading contracts	Blue document icon	Trading contracts	E.g. NDAs & T&Cs
Wills	Orange document icon	Wills	E.g. Make your own will



The following does not form part of this Policy and is provided for your general guidance only.

## What you should do in the event of a Claim.

The following is only a summary of some of the main Policy requirements. Please refer to the General Claims Conditions, and any specific Claims conditions in the relevant Policy sections.

What type of claim is it?	What should you do?
<p>Property loss or damage is covered under Sections 1 and 3. Interruption to your business following damage as covered under Section 2.</p>	<p><b>Give immediate notice to Aviva Insurance Limited via the dedicated 24 hour Claims Service:</b> <b>Telephone: 0800 015 1498</b></p> <p><b>Please have a copy of your policy schedule handy when calling as you may need to refer to this</b></p>
<p>Claims made against you for Bodily Injury and Property Damage, which you are liable for causing to others, as covered under Section 10 (or Section 11 if this arises from a product).</p>	
<p>Injury to your employees for which you may be liable as an employer as covered under Section 9.</p>	
<p>For all other claims where you are covered under the following section: Money, Good In Transit, Loss of Licence and/or Registration Certificate, Voluntary Drivers Excess and No Claims Bonus Protection:</p>	
<p>Group Personal Accident (where an Employee is injured but you are not necessarily liable as an employer):</p>	<p>Give immediate notice to Aviva Insurance Limited <b>0800 051 6583</b> or <a href="mailto:gpaclaims@aviva.com">gpaclaims@aviva.com</a></p>
<p>If you have a potential Legal Expenses problem, and need advice, for example in connection with Contract or Property Disputes, Section 14 Legal Expenses provides you with access to a legal help line.</p> <p>If you are facing an Employment Dispute, Section 14 can also help with this, and if you follow the advice given and still are unsuccessful in resolving or defending the matter, it may also pay for awards made against you.</p>	<p><b>Aviva Legal and Tax Helpline 0345 300 1899</b> Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.</p> <p><b>Aviva Commercial Legal Protection 0345 300 1899</b> If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your Charity Combined Policy Number to hand. If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at <a href="http://www.aviva.co.uk/legalprotection">www.aviva.co.uk/legalprotection</a>.</p> <p>Please note that contacting the Legal Advice helpline does not constitute the notification of a claim or circumstance which may give rise to a claim. All claims or circumstances should be notified separately to the Claims teams.</p>
<p>If you are a Trustee or Director and find that the organisation (or you personally) are facing a potential claim for a wrongful act, as covered under Section 15.</p> <p>In the event of a potential Employment Dispute where you have not used the legal help line or the allegations would not be covered under Legal Expenses as covered under Section 16</p> <p>If the event of a loss as a result of the fraudulent activity of an employee, volunteer, or third party as covered under Section 17</p> <p>If a Claim is made against you for Breach of Professional Duty (for example, as a result of advice you provide to others) as covered under Section 18</p>	<p>Contact Aviva Insurance Ltd directly for formal claim notification <b>Claims notification address</b>, The Senior Claims Manager, Aviva Global Corporate &amp; Specialty, Level 18 St Helen's, 1 Undershaft, London, EC3P 3DQ <b>Email:</b> <a href="mailto:prclms@aviva.com">prclms@aviva.com</a></p>
<p>If you require the services of Lorega Property Damage Loss Recovery service under Section 19</p>	<p>If you have cover for Lorega Property Damage Loss Recovery, contact your broker for assistance if you have a Property Claim.</p>

<p>For all claims under the Section 20 Travel of the policy contact the Travel Claims Team</p> <p>For Emergency Medical Assistance, call our specialist emergency assistance provider who will advise on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses on +44 (0)1243 621066</p> <p>For Security Consultancy advice in the event of any circumstances that could give rise to a claim under the Hijack and Kidnap and Ransom section or any incident, event or circumstance that might give rise to a claim under the Evacuation cover on +44 (0)207 741 2074</p>	<p><b>Travel Claims</b> Telephone:0800 051 6583 (9am to 5pm, Monday to Friday)</p> <p><b>Group Personal Accident Claims</b> Aviva Fourth Floor The Observatory Chapel Walks Manchester M2 1HL</p> <p>E-mail: <a href="mailto:gpaclaims@aviva.co.uk">gpaclaims@aviva.co.uk</a></p>
<p><b>Other Aviva Helplines</b> As an Aviva customer, you can access additional services to help you keep your organisation running smoothly. For our joint protection telephone calls may be recorded and/or monitored.</p>	
<p><b>Risk Solutions Helpline 0345 366 6666</b></p> <p>Call or visit our website for information and advice on safety, fire, security and other issues that can affect your business. Most telephone enquiries can be dealt with at the time of the call, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times</p> <p><b>Website:</b> <a href="http://www.aviva.co.uk/yourbusiness/risk-management">www.aviva.co.uk/yourbusiness/risk-management</a></p>	<p><b>Counselling Service Helpline 0117 934 2121</b></p> <p>This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.</p> <p><b>Legal and Tax Helpline 0345 300 1899</b></p> <p>Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.</p>
<p><b>Travel Advice and Assistance</b></p>	
<p><b>Our Security Consultants +44 (0)207 741 2074</b></p> <p>You must contact our Security Consultants immediately in the event of any circumstances that could give rise to a claim under the Hijack and Kidnap and Ransom section or any incident, event or circumstance that might give rise to a claim under the Evacuation cover.</p> <p><b>Travel Assistance Helpline +44 (0)1243 621556</b></p> <p>Our Travel Assistance Helpline can be contacted and will provide advice and information on</p> <p><b>Before You Travel:</b></p> <ul style="list-style-type: none"> <li>• Visa and entry permits that may need required</li> <li>• Necessary vaccination and inoculation requirements and where they can be arranged</li> <li>• What should be taken along on an Insured Journey in relation to first aid and health</li> <li>• Currencies, travellers cheque and current exchange rates</li> <li>• Languages, time zones and details of countries that will be visited.</li> </ul> <p><b>Assistance and Guidance whilst travelling</b></p> <ul style="list-style-type: none"> <li>• A phone home service if there is an emergency.</li> <li>• A translation and interpretation service if needed. <input type="checkbox"/></li> <li>• On stolen or lost passports, driving licenses air tickets or other travel documents.</li> <li>• On how to trace luggage with an airline operator if it is delayed or lost.</li> <li>• On contacting local Embassies or Consulates.</li> <li>• Information on languages and time zones.</li> <li>• On transfer of money if required.</li> <li>• On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.</li> <li>• To relatives friends or employees anybody is hospitalised.</li> </ul> <p>Note: There may be charges for some services and the Insured Person will have to pay these together with travel costs resulting from the advice that is given.</p>	<p><b>Emergency Medical Assistance +44 (0)1243 621066</b></p> <p>Our Emergency Medical Assistance Service is operated by a specialist emergency assistance provider who will advise on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses.</p> <p>In the event of a medical emergency overseas Our specialist emergency assistance provider has experienced multi-lingual staff who will</p> <ul style="list-style-type: none"> <li>• Take charge of enquiries 24 hours a day 365 days a year and where necessary contact hospitals and guarantee any necessary fees</li> <li>• Talk to doctors and hospital staff in their own language</li> <li>• Ensure medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted.</li> </ul> <p>Provided medical treatment, travel or accommodation has been arranged by the specialist emergency assistance provider We will pay all associated costs incurred on behalf of the Insured Person for the following</p> <ul style="list-style-type: none"> <li>• Making arrangements for the Insured Person to travel home and where necessary ensure they are escorted by a medical attendant</li> <li>• Ensuring assistance is provided upon the Insured Person(s) arrival in the United Kingdom or other Country of Residence following a Repatriation</li> <li>• Making arrangements for the outward and return journeys for the next of kin or other nominated person to visit a sick or injured Insured Person</li> <li>• Assisting in locating and sending drugs if not available locally</li> <li>• Providing advice on minor ailments.</li> </ul>

For a relevant Claims Form or if you need any help or clarification on any claims issues please contact your broker; or  
Q Underwriting, Manor House, 19 Church Street Leatherhead, Surrey KT22 8DN  
Tel: 0333 800 9858



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