



Insure Your Village Hall Policy Wording

Insure Your Village Hall is a trading name of Norris & Fisher (Insurance Brokers) Ltd, registered in England & Wales under company number 04567558. The registered address is Threefield House, Threefield Lane, Southampton, SO14 3LP. Norris & Fisher (Insurance Brokers) Ltd are authorised and regulated by the Financial Conduct Authority under firm reference number 303993.

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This is an IMPORTANT document which You should carefully read and if any part of this Policy is incorrect please return it for amendment to Insure Your Village Hall

ATTESTATION CLAUSE

In this contract of insurance, **Our** proportions are shown in the table. **We** bind ourselves severally and not jointly, that is, in the event of a loss, each of **Us** and **Our** Executors and Administrators are liable only for **Our** share of **Our** proportion of the risk.

Section	Insurer	Proportion
Sections 1 – 11	Coved Insurance Plc	100%
Section 12	DAS Legal Expenses Insurance Company Limited	100%

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Numbers and other details can be found on the Financial Services Register at www.fca.org.uk

Any heading in this **Policy** is for ease of reference only and does not affect its interpretation.

Important Information

Cooling off period

You have the right to cancel this **Policy** if the cover does not meet **Your** requirements. Please return all **Your** documents and any certificate to Insure Your Village Hall within 14 days of the date of inception or of the receipt of the **Policy** documentation. **We** will return any premium paid unless a claim has been made

How to make a claim

To report a claim or an event likely to give rise to a claim contact Insure Your Village Hall or:

Covéa Insurance Commercial Care Line
Norman Place
Reading
RG1 8DA

Tel: 0330 024 2266
Fax: 0330 024 2623
Email: newcommercialclaims@coveainsurance.co.uk

Please quote **Your Policy** Number in all communications.

How to make a claim – Legal Expenses Only

Please refer to Section 12 – Legal Expenses under Making a Claim for details of how to make a claim under **Your** Legal Expenses Insurance.

How complaints are handled

If there is any occasion when service does not meet **Your** expectations in the first instance please contact:

Norris & Fisher (Insurance Brokers) Ltd
Threefield House
Threefield Lane
Southampton
SO14 3LP

If **You** are still dissatisfied please forward **Your** complaint to **Us**:

Customer Relations
Covéa Insurance
Norman Place
Reading
Berkshire
RG1 8DA

Telephone: 0330 221 0444
Calls may be recorded for training and evidential purposes.
Website: www.coveainsurance.co.uk
Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in Our leaflet 'Complaints Procedure' which is available on request or may be downloaded from Our website at www.coveainsurance.co.uk/complaints.

If Your policy includes the Legal Expenses Section please refer to that Section of the policy for details on How to Make a Complaint.

Important Information – Continued

In the first instance, **We** will review **Your** complaint and hope to resolve the matter. **We** will investigate the circumstances regarding **Your** complaint and write to **You** within 3 working days with **Our** response. Where we are unable to resolve your complaint within 3 working days, we will keep you updated on the progress we make.

We aim to resolve your complaint within 8 weeks and we will send you a final written decision explaining the results of our investigation as well as recourse available to you in a summary resolution communication.

There may be occasions when at the end of 8 weeks we are not able to complete our investigation. In such instances, we will explain why and let you know when we expect to provide you with our final written decision.

At all stages of communication we will provide you with the various referral options that you have available both internally and externally.

You may have the right to refer **Your** case to the Financial Ombudsman Service if you are unhappy with **Our** response having given **Us** the opportunity to resolve **Your** complaint.

This also applies if **You** are insured in a **Business** capacity and have an annual turnover of less than £6.5m plus fewer than 50 employees and/or annual balance sheet under £5m or **You** are a charity with an annual income of less than £6.5m.

The FOS can be contacted at:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel: 0800 023 4567 / 0300 123 0123 (mobile friendly)
Email: complaint.info@financial-ombudsman.org.uk

Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsmen Services within 6 months of receiving our final response.

Making a complaint will not affect **Your** legal rights.

Financial Services Compensation

Covéa Insurance is covered by the Financial Services Compensation Scheme (FSCS). If Covéa Insurance fails to carry out its responsibilities under this policy **You** may be entitled to compensation from the FSCS. Information about the scheme is available online or by telephone.

Web: www.fscs.org.uk
Tel: 0800 678 1100 or 0207 741 4100

If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Us** with written authority to allow **Us** to deal with them.

If **You** employ a professional to represent **You**, **You** will need to meet their costs **Yourself**.

Details of Insurers

Section 1-11 of **Your Policy** is underwritten by Covéa Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire. RG1 8DA.

Covéa Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Reference Firm Number is 202277. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Section 12 is underwritten by DAS Legal Expenses Insurance Company Limited.

Important Information – Continued

Conformity

Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements.

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

How We Use Your Information

The personal information, provided by **You**, is collected by or on behalf of Covéa Insurance plc ('**We, Us, Our**') and may be used by **Us, Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We share Your information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where **You've** opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covéa Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Important Information – Continued

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks. These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** privacy policy or the information **We** hold about **You**:
Norris & Fisher (Insurance Brokers) Ltd, Threefield House, Threefield Lane, Southampton, SO14 3LP

Employers' Liability Tracing Office Notice

Certain information relating to **Your Policy**, namely;

1. The **Policy** Number(s);
2. Employers' names and addresses (including subsidiaries and any relevant changes);
3. **Periods of Insurance**;
4. (if relevant) the Employer Reference Numbers (ERNs) also known as the Employer PAYE reference provided by Her Majesty's Revenue and Customs (HMRC):

will be provided to The Employers' Liability Tracing Office (ELTO) and added to the Employers' Liability Database (ELD).

It is understood by **YOU** that the above named information provided to **Us** will be processed by **Us** in compliance with the latest regulatory provisions of the Employers' Liability Disclosure by Insurers Instrument.

ELTO may provide such information to third parties to assist individuals with claims arising out of the course of their employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer that provided Employers' Liability insurance.

Premium Payment

You undertake that the premium will be paid in full to Insure Your Village Hall within thirty (30) days of the start of the **Policy**. If the premium is not received the premium by midnight on the due date this **Policy** will automatically cancel.

In the event of cancellation **We** will allow a return of premium made based on the number of days remaining in the **Period of Insurance**.

The full premium is payable in the event of a loss prior to the date of cancellation which gives rise to a valid claim under the **Policy**.

Choice of Law and Jurisdiction

The laws and jurisdiction of the courts of England and Wales shall apply.

Words with Special Meaning – Conditions Precedent

There are conditions within the **Policy** that are **Conditions Precedent** to **Our** liability.

You may find a **Condition Precedent** applies only to a particular **Policy** Section in which case it will be shown under that Section.

If **You** do not comply with any part of a **Condition Precedent**, **We** will not pay for any claim, except that where the **Condition Precedent** concerned:

1. operates only in connection with particular premises or locations, **We** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
2. operates only at particular times, **We** will pay for any claim where **You** show on the balance of probabilities that its non-compliance with the **Condition Precedent** did not cause or contribute to the injury, loss, damage or liability which occurred;
3. would, if complied with, tend to reduce particular types of injury, loss, damage or liability, **We** will pay for any claim where **You** show on the balance of probabilities that its non-compliance with the **Condition Precedent** did not cause or contribute to the injury, loss, damage or liability which occurred.

Introduction

Your Policy Schedule details the Sections of cover that **You** have selected. Any Section that is stated to be 'not insured' in the **Schedule** is inoperative.

A defined word or phrase is in **bold type** each time it appears in the **Policy** and has a specific meaning.

General Conditions

You must comply with the following conditions. Failure to do so could result in a claim being declined or void the **Policy**.

You shall:

1. provide **Us** with any additional information requested by the required date(s);
2. complete any actions agreed between **You** and **Us** by the required date(s);
3. allow **Us** to complete any actions agreed between **You** and **Us**.

Upon completion of these requirements (or if they are not completed by the required dates), **We** may, at **Our** option:

1. modify **Your** premium;
2. issue a mid-term amendment to **Your Policy** or Section terms and conditions;
3. require **You** to make alterations to the **Premises** insured by the required date(s);
4. exercise **Our** right to cancel **Your Policy**;
5. leave the **Policy** terms and conditions, and **Your** premium, unaltered.

We will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **You** and/or any decision by **Us** will take effect. **Our** requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider **Your** comments and where **We** consider appropriate, will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction.

In the event that the matter cannot be resolved:

1. **You** have the right to cancel this **Policy** from a date agreed by **You** and **Us** and, providing no claims have been made, **We** will refund a proportionate part of the premium paid for the unexpired **Period of Insurance**;
2. **We** may, at **Our** option, exercise **Our** right under the **Policy** cancellation condition

Except where stated all other **Policy** terms and conditions will continue to apply. The above conditions do not affect **Our** right to void the **Policy** if **We** discover information material to **Our** acceptance of the risk.

Cancellation

By **You**

The first named insured as shown in the **Schedule** may cancel the **Policy** at any time by giving **Us** at least THIRTY (30) days' notice in writing in advance of the date upon which the cancellation is to take effect.

By **Us**

We may cancel this **Policy**:

1. by sending notice to **You** at **Your** last known address or via **Your** insurance adviser by recorded delivery and such cancellation shall become effective at midnight on the THIRTIETH (30) day after **We** issue the notice of cancellation;
2. for non-payment of premium.

In the event of cancellation any return premium shall be calculated on a pro rata basis or as otherwise agreed by **Us**.

General Conditions – Continued

Change of Risk or Interest

This **Policy** shall cease to be in force if:

1. **Your** interest in the **Business** ends, other than by death;
2. The **Business** is to be wound up or carried on by a liquidator or receiver or permanently discontinued.

Contracts (Rights of Third Parties) Act 1999

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

Designation of Property Clause

For the purpose of determining where necessary the item under which any **Property** is insured. **We** agree to accept the description as entered into **Your** books.

Hire Agreements

In consequence of property insured under this **Policy** being the subject of hire agreements it is understood and agreed that the interest of the owners is deemed to be included in the protection afforded by this insurance it being understood that **You** shall declare the name of any other interested party in the event of loss.

Identification

Unless otherwise stated any word or expression to which a specific meaning has been attached in any part of this **Policy** shall bear the same meaning wherever it may appear and will be read as one contract.

Inspection of Public Areas

You shall maintain and implement a fully documented report for the inspection of the **Premises** both before the start and after the end of each hire. All remedial work resulting from the inspection shall then be completed without undue delay. This condition shall not apply if **You** have a hiring agreement in place with the **Hirer** of the **Premises** the terms and conditions of which require them to report any damage or defects found in the **Premises** either prior to or during their tenure. A copy of the ACRE Model Hiring Agreement can be obtained from your local ACRE Network Member.

Insolvency

This Insurance does not cover any loss directly or indirectly arising out of, contributed to, by, or resulting from **Your** bankruptcy, insolvency, liquidation, winding up, administration or arrangement with creditors or insufficient funding.

Lenders Interests

We note the interest of mortgagees, bankers, lenders and others with an insurable interest.

Material Alteration

You must give **Us** immediate notice in writing via Insure Your Village Hall of any alteration, which materially affects the risk insured. If **You** have any doubts as to whether or not a fact is material, then it should be disclosed.

General Conditions – Continued

Fair Presentation of the Risk

You must make a fair presentation of the risk to **Us** at inception, renewal and variation of the **Policy**.

If **You** fail to make a fair presentation of the risk or **You** make an incorrect statement to **Us** and **We** establish that this is either deliberate or reckless, **We** may terminate the **Policy** and refuse to pay all claims and need not return any of the premiums paid.

If **You** fail to make a fair presentation of the risk or **You** make an incorrect statement to **Us** that is not deliberate or reckless:

1. if **We** would not have entered into the **Policy** at all, **We** may terminate the **Policy** and refuse all claims, but must return the premium paid unless the failure to make a fair presentation is deliberate or reckless;
2. if **We** would have entered into the **Policy**, but on different terms (other than terms relating to the premium), the **Policy** is to be treated as if it had been entered into on those different terms from the outset, if **We** so require;
3. if **We** would have entered into the **Policy**, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

If **You** are in doubt as to whether any information is relevant to **Our** assessment of **Your** risk, **You** should disclose this information to **Us**.

Non-Invalidation

This insurance shall not be invalidated by any inadvertent act, omission or alteration by **You** whereby the risk of **Damage** is increased unknown to and or beyond **Your** control provided that immediately, and in any event not more than FIFTEEN (15) days thereafter, **You** become aware thereof shall give **Us** notice and pay any additional premium as **We** may require.

Other Interests

It is agreed that various parties may have a legal interest in part of the property insured by this **Policy** and **You** undertake to declare the names, nature and extent of any interest of any such parties at the time of **Damage**.

Reasonable Precautions

It is a **Condition Precedent** to **Our** liability that **You** must:

1. take all reasonable precautions to prevent or minimise loss, destruction, **Damage**, accident or injury;
2. maintain the ways, **Premises**, machinery, equipment and furnishings in a good state of repair;
3. exercise care in the selection and supervision of **Employees**;
4. comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of **Property** and the safety of persons;
5. ensure that at the commencement of this **Policy** that all reasonable precautions should be taken at all times to safeguard against accident, illness or disease;
6. allow **Us** access at reasonable times to examine any **Property**.

Reinstatement of Losses

Unless written notice to the contrary is given by either **Us** or **You**, the **Sums Insured** (or any other stated limit of liability) shall not be reduced by the amount of any loss and **You** shall pay the appropriate additional premium.

This Clause does not apply where the **Sums Insured** (or any other stated limit of liability) is applied as a maximum in any one **Period of Insurance**.

Sanctions

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

General Conditions – Continued

Survey and Risk Improvement

It is a condition precedent to liability under this policy that:

- (a) as required by the **Insurers**, the **Insurers** will be allowed access to the **Premises** to carry out a survey either:
 - (i) after inception of this policy
 - (ii) prior to or post renewal of this policy; or
 - (iii) the date the **Insurers** confirm cover in respect of an alteration made to this policy
- (b) the **Insured** will in respect of such survey:
 - (i) supply an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey
 - (ii) co-operate fully with the **Insurers** during the visit on the agreed date(s); and
 - (iii) implement any risk improvement requirements set out in a risk improvement report forwarded after survey to the **Insured** by the **Insurers**, within the timescales specified therein and all risk improvement requirements remain in place and fully operational throughout the currency of this policy.

The **Insurers** reserve the right to amend terms, Definitions, Conditions, Clauses, Exclusions and premium, of this policy, or withdraw cover under this policy if the **Insured** fails to comply with any of the above. If the **Insurer** exercises any of the above options, the **Insurer** will advise the **Insured** in writing confirming the action being taken.

These definitions apply to this **Policy**. In addition other more specific definitions apply under some of the **Policy** sections and are stated in those **Policy** sections.

General Definitions

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos including Silica, Polychlorinated Biphenyl, Urea-formaldehyde.

Bodily Injury

Bodily injury including death, illness, disease, mental injury, mental anguish or nervous shock but not defamation.

Business

The business as stated in the **Schedule** including:

1. The provision and management of catering, social, sports, first aid or welfare activities for employees;
2. Maintenance of the buildings, plant and equipment;

Consequential Loss

Includes but not limited to consequential, exemplary, incidental, punitive and special **Damages**; wasted management time; loss of anticipation savings; business, data, goodwill, opportunity, profits and revenue; consequential and direct loss including in each case pure economic loss.

Damage

Physical loss, destruction or damage to material property belonging to **You** or for which **You** are responsible caused by, arising or resulting from any cause not otherwise excluded.

Data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programmes and firmware.

Defined Peril

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

Employee

Any person while working for **You** in connection with the **Business** who is:

1. any labour master or labour only sub-contractor or person supplied by him;
2. any self-employed person providing labour only;
3. any trainee or person undergoing work experience;
4. any voluntary helper;
5. any person who is borrowed or hired to **You**;
6. persons working under the Community Offender Act 1978 and the Community Offender (Scotland) Act 1978 or similar legislation

Event

The event or events (including fairs and shows) held either indoors, outdoors or under temporary structures at the **Premises**.

Excess

The first amount payable by **You** in the event of each and every loss after the application of **Average**.

Hirer

Any person or organisation hiring the **Premises** under an agreement with **You**.

General Definitions – Continued

Money

Money means cash, bank notes, cheques, giro cheques, bankers' drafts, money orders, postal orders, bills of exchange, unused postage stamps, National Insurance stamps, National Savings stamps and Certificates, holidays with pay stamps, credit company sales vouchers and V.A.T. purchase invoices, all belonging to **You** or for which **You** are responsible and Luncheon Vouchers belonging to You only whilst in **Your** custody.

Occurrence

Any one loss or series of losses arising from one event.

Offshore

Offshore shall mean from the time of embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Period of Insurance

The period beginning with the effective date and ending with the expiry date both stated in the **Schedule** and any subsequent period agreed between **You** and **Us**

Policy

The entirety of this insurance is specified in the **Schedule**, Definitions, General Exclusions, General Conditions, Sections, and/or contained in any and all endorsements or amendments forming part of this **Policy**.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

Pollution or Contamination

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all **Injury** or **Damage** directly or indirectly caused by such pollution or contamination.

Premises

Any premises as stated in the **Schedule** owned used or occupied by **You** for the purpose of the **Business**.

Property

Material property.

Schedule

The **Schedule** applicable to this **Policy**.

Sum Insured

The Sum Insured as stated in the **Schedule** unless otherwise stated in this **Policy**.

Territorial Limits

- A. The **Premises** only.
- B. Anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands

General Definitions – Continued

Terrorism

Terrorism shall mean:

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i. involves serious violence against a person
 - ii. involves serious damage to property
 - iii. endangers a person's life other than that of the person committing the action
 - iv. creates a serious risk to the health or safety of the public or a section of the public
 - v. is designed to interfere with or seriously disrupt an electronic system.
- b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

Unoccupied

Premises which are not in daily use or visited at least once each week by **You** or **Your Employees**. Any maintenance or work necessary to maintain security shall be dealt with by **You** as soon as it is discovered.

War

War shall mean **War**, invasion, act of foreign enemy hostilities (whether **War** be declared or not), civil **War**, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering nationalisation or requisition or **Damage** to any **Property** by or under the order of any government de jure or de facto or public municipal or local authority.

We/Us/Our

Covéa Insurance plc

You/Your/Yourself

As named in the **Schedule**.

Claims Conditions

You must comply with the following conditions:

Action required by You

Upon the happening or discovery of any **Occurrence You** shall immediately or as soon as practicable:

Notify **Us** with full particulars which should include:

1. how, when and where the **Occurrence** took place;
2. the names and addresses of any injured persons and where possible the name and address of any witnesses;
3. the nature and location of any injury or **Damage**.

Give immediate notification to the police in respect of:

1. vandalism, theft or any attempt thereof; or
2. loss of **Money**.

You shall at **Your** expense promptly take all reasonable steps to prevent other **Bodily Injury** or **Damage** arising out of the same **Occurrence**.

1. **You** must:
 - a) immediately upon receipt forwarded to **Us** every letter claim writ summons and process;
 - b) authorise **Us** to obtain records and other information;
 - c) co-operate with **Us** in the investigation, settlement or defences of the claim or suit; and
 - d) assist **Us** upon **Our** request in the enforcement of any right against any person or organisation which may be liable to **You** because of **Bodily Injury** or **Damage to Property** insured by this **Policy**.
2. **You** shall not voluntarily make a payment assume any obligation or incur any expenses other than for first aid without **Our** written consent.
3. No admission offer promise payment or indemnity shall be made or given by or on **Our** behalf without **Our** written consent.
4. **You** shall give all such information and assistance as **We** may require and keep **Us** informed as regards all developments relating to the **Occurrence** as soon as they occur or such further time as **We** may allow.
5. **You** shall co-operate fully with **Us** and any other person or persons designated by **Us** in the investigation adjustment and settlement of any claim notified to **Us**, and **You** shall not without first consulting with **Us** or **Our** appointed representatives litigate any claim.

You shall not abandon any property to **Us**.

Fraudulent Claims

1. If **You** or anyone on your behalf makes a fraudulent claim under this **Policy**, **We**:
 - a) are not liable to pay the claim; and
 - b) may recover from **You** any sums **We** have paid to **You** in respect of the claim; and
 - c) may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.
2. If **We** exercise our right under condition 1.c above:
 - a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to liability under the **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b) **We** need not return any of the premiums paid.

The exercise of any of the rights under section 2 above shall not affect the cover provided under the **Policy** for any other insured person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Discharge of Liability

We may at any time pay the **Sum Insured** or Limit of Indemnity (after the deduction of any sum already paid) or any less amount for which a claim can be settled. **We** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

Claims Conditions – Continued

Involuntary Betterment

In the event that new property of like kind and quality is not obtainable following **Damage**, property which is as similar as possible to that which has sustained **Damage** and which is capable of performing the same function shall be deemed to be new property of like kind and quality and in no event shall this be considered as a betterment except that **Our** liability shall not exceed the limit of liability shown in the **Schedule**.

Salvage

All salvages, recoveries and payments recovered or received subsequent to a claim settlement under this **Policy** shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto. Unless otherwise agreed in writing between **You** and **Us** all salvage shall remain **Our** property.

Arbitration

If there is a dispute between **You** and **Us** this can be settled independently. If a dispute goes to arbitration it is settled by an independent referee who is referred to an Arbitrator who is appointed by **You** and **Us** in accordance with the Statutory provisions being in force at that time. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights.

Other Insurances

1. Where any **Damage** covered by these Sections is also covered by any other insurance or would be but for the existence of these Sections **We** will only pay a rateable share of the claim.
2. If the **Property** insured, is covered by any other insurance is subject to a provision excluding proportional payment in whole or in part, the payment **We** make will be limited to the proportion of the claim for **Damage** as the **Sum Insured** bears to the value of the property insured.

Our Rights

Upon the happening or discovery of any **Occurrence** **We** may enter and take possession of or require **You** to deliver to **Us** the **Property** insured which **We** will deal with in a reasonable manner without incurring liability or reducing **Our** rights.

We will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

We shall have the right at any time to take full control of the investigation, adjustment and settlement of any claim notified and **We** may appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after indemnification.

Modern Materials – Buildings

In the event of **Damage** to **Buildings** the amount **We** pay shall be calculated:

1. in the event of total destruction the cost of providing a modern building with comparable facilities; or
2. in the event of **Damage** the cost of repair using modern materials.

Pair and Set / Consequential Reduction in Value

In the event of **Damage**, this Section includes the resulting reduction in value of the remaining un-damaged components or parts of products customarily sold as individual units or sold as pairs, sets or lots or ranges of sizes or colours.

Subrogation

If **We** become liable for any payment under this insurance, **We** shall be subrogated to the extent of such payment to all the rights and remedies of **Yours** against any party for such claim and **We** shall be entitled, at **Our** own expense, to sue in **Your** name. **You** shall give **Us** all such assistance in **Your** power as **We** may require to secure **Our** rights and remedies either before or after indemnification.

General Exclusions

These General Exclusions set out what is not covered under this **Policy**. Where additional exclusions apply to a specific Section of this **Policy**, they are set out in that Section.

This **Policy** does not cover:

Abuse Exclusion

Your legal liability arising directly or indirectly out of or in connection with sexual abuse or other abuse of any kind.

For the purposes of this exclusion sexual abuse is defined as an action deemed to be an offence under the provisions of the Sexual Offences Act 1956, Section 1 (1) of the Indecency with Children Act 1964, Section 54 of the Criminal Law Act 1977, Section 1 of the Protection of Children Act 1978 and all Sections of the Sex Offenders Act 1997

Biological or Chemical Materials

This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Communicable Disease Exclusion

This Exclusion does not apply to Sections 5 and 6 of this policy.

1. Notwithstanding any provision to the contrary in this insurance, this insurance excludes coverage for any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
 - a) a **Communicable Disease**; or
 - b) the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

- i) any cost to clean up, detoxify, remove, monitor or test:
 1. for a **Communicable Disease**; or
 2. any property insured hereunder that is affected by such **Communicable Disease**,
and
 - ii) any measures taken by any government, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.
2. However, paragraph 1 shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:
 - a) Terrorism (as defined in this policy), or
 - b) A **Defined Peril** as described below where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

General Exclusions - Continued

For the purposes of this Exclusion the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. 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
3. the disease, illness, 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 of any type.

Defined Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

Damage

Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

Diminution of Value

Diminution of market value beyond the cost of repair or replacement.

Electronic Risk

This Exclusion shall not apply to Sections 5 and 6 of this policy.

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all 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:
 - a) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph 2
 - b) 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.
2. Notwithstanding paragraph 1 above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **Defined Perils** as described below.
3. Notwithstanding sub paragraph 1b) above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this policy sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of **Data** to **You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

General Exclusions – Continued

For the purposes of this Exclusion the following Definitions apply:

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.

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**.

Defined Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Marine Policies

Damage to Property insured which, at the time of the happening of the **Damage You** would, but for the existence of this **Policy**, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this **Policy** not been effected.

Pollution or Contamination

(*not applicable to Section 5: Employers' Liability and Section 6: Public and Products Liability if insured by this policy)

Damage caused by **Pollution or Contamination** but this shall not exclude destruction of or **Damage** to the **Property Insured**, not otherwise excluded, caused by:

- a) **Pollution or Contamination** which itself results from a **Defined Peril**; or
- b) a **Defined Peril** which itself results from **Pollution or Contamination**.

Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

1. ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
4. the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph 4 shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used in commercial, agricultural, medical, scientific or other similar peaceful purposes
5. any chemical biological bio-chemical or electromagnetic weapon

As far as concerns **Bodily Injury** caused to any **Employee of Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

- a) the liability of any principal
- b) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

Sonic Bang

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

General Exclusions - Continued

War and Terrorism (Not Applicable to Section 5)

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 claim;

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 Exclusion 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 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 **We** allege that by reason of this exclusion, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Terrorism shall mean:

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i. involves serious violence against a person
 - ii. involves serious damage to property
 - iii. endangers a person's life other than that of the person committing the action
 - iv. creates a serious risk to the health or safety of the public or a section of the public
 - v. is designed to interfere with or seriously disrupt an electronic system.
- b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

Section 1 – Property Damage

Insuring Clause

In the event of **Damage** occurring during the **Period of Insurance** to any **Property** insured stated in the **Schedule** as operative **We** will pay **You** the value of such **Property** or the amount of the **Damage** at the time of loss or, at **Our** option, reinstate or replace such **Property**.

Provided that **Our** liability in any one **Period of Insurance** shall not exceed:

1. the total **Sum Insured**; or
2. the **Sum Insured** for any one item; or
3. any other stated limit of liability.

Definitions

*(Also refer to the General Definitions in this **Policy**)*

The following definitions apply to Section 1, and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the General Definitions the Definitions in this Section 1 shall prevail.

Average

(This clause is not applicable to Buildings if a valuation has been completed and sums insured amended in accordance with the FIRA report prepared by Cotton Thompson Cole Limited or the RCA report prepared by Rebuild Cost Assessment Limited within the last 36 months)

Each item insured under Section 1 is separately subject to **Average** which means that if at the time of **Damage** the replacement cost as new of the **Property** insured is greater than the **Sum Insured**, **You** will be responsible for the difference in the value and bear a proportionate share of the loss.

Buildings

(Standard Construction being of brick built, stone, concrete or other non-combustible materials unless otherwise advised to **Us**)

Buildings at the **Premises** for which **You** are legally responsible including:

1. Landlord's fixtures or fittings;
2. Fixed glass forming part of the building;
3. Walls, gates, fences, decking, monuments, notice boards, signs and fixed seating;
4. Annexes, outbuildings, extensions, canopies, conservatories, garages, store rooms, sheds, glass-houses, storage units and workshops or other buildings at the **Premises** detached from or attached to but not internally communicating with the Buildings.
5. Piping, ducting, wiring, cabling, air/ground sourced heat pumps and associated control gear and accessories on the **Premises** and extending to the public mains;
6. Solar panels fixed to **Buildings**;
7. Roads, pavements, drives, paths, yards, car parks, hard standings, gangways, forecourts, tennis courts, artificial playing surfaces, swimming pools, pedestrian bridges, hoardings and street furniture and playground equipment;
8. Landscaping and recreational features including ornaments and statues;
9. Building management and security systems;
10. Foundations.

In respect of any **Buildings** it is a **Condition Precedent** to **Our** liability that the following equipment shall be installed in the **Building** as a minimum requirement:

1. at least two mains or battery operated smoke detectors are installed and the batteries checked at least once each month. **You** shall keep a log of the check dates;
2. at least two fire extinguishers with a minimum capacity of 9 litres of water or foam or 10lb dry powder;
3. one fire blanket to be sited in a kitchen area where applicable;

Section 1 – Property Damage – Continued

This requirement shall not apply if the **Building** has been inspected by the Fire Brigade or other competent company and the fire safety equipment installed meets with their recommendation.

All chimneys, if applicable,

1. are swept at the beginning of October each year by competent person or a HETAS approved chimney sweep;
2. are fitted with a spark arrestor and is cleaned when the chimney is swept each year.

All fire safety equipment within the **Building** is to be inspected annually by the Fire Brigade or other competent company and any faults replacements or additions recommended by them shall be completed within 4 weeks following the inspection.

Computer Equipment

Used for electronic processing, communication and the storage of data including all ancillary equipment, temperature and environmental control, power supply and voltage control systems and wiring.

Contents

Contents belonging to **You** or held by **You** in trust for which **You** are legally responsible including:

1. Tenants' improvements, alterations and decorations;
2. Furniture, fixtures, fittings, plant, machinery, appliances;
3. Contents of outbuildings;
4. Computer systems records for an amount not exceeding £500 any one claim in respect of the cost of materials and clerical, labour and computer time expended in their reproduction;
5. **Your** personal effects not including motor vehicles belonging to any **Employee**, volunteer or visitor not otherwise insured for a maximum amount of £100 any one item up to a £500 in respect of any one person;
6. Documents;
7. consumable stock (not refrigerated Stock);

Gifted Property

A donation, bequest or voluntary transfer of **Property** made without any consideration.

Declared Value

The reinstatement cost of the **Property** insured plus an allowance for professional fees and debris removal costs.

Property

Material Property

1. of every kind and description owned in whole or in part by **You**;
2. held in trust or on commission by **You**, for which **You** may have an obligation to insure;
3. for which **You** are responsible or may have assumed liability, under contract or agreement, prior to **Damage**;

Theft

Theft or attempted theft following forcible and violent entry to or exit from a **Building** at the **Premises**.

Special Conditions

Asbestos Clause

Notwithstanding anything herein to the contrary this **Policy** only insures **Asbestos** physically incorporated in an insured building or structure and then only that part of the **Asbestos** which has been physically **Damaged** during the **Period of Insurance** caused by: fire, lightning, explosion, aircraft, earthquake or underground fire only.

This coverage is subject to all limitations in this **Policy** to which this clause is attached and in addition to each of the following specific limitations:

1. The building or structure must be insured under Section 1 for **Damage** by fire, lightning, explosion, aircraft, earthquake or underground fire;
2. fire, lightning, explosion, aircraft, earthquake or underground fire must be the immediate sole cause of the **Damage to Asbestos**;

Section 1 – Property Damage – Continued

3. insurance under this **Policy** for **Asbestos** shall not include any sum relating to:
 - a) any faults in the design manufacture or installation of the **Asbestos**;
 - b) **Asbestos** not physically **Damaged** by fire, lightning, explosion, aircraft, earthquake or underground fire;
 - c) any governmental or regulatory authority direction or request of whatsoever nature relating to the removal of un-damaged **Asbestos**;
 - d) demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating **Asbestos** material;
 - e) the illness or death of any person.

Except as set forth in the foregoing Asbestos Clause this **Policy** does not insure **Asbestos**.

Automatic Fire Alarm Condition

In respect of **Premises** which are protected by an automatic fire alarm installation

It is a **Condition Precedent** to **Our** liability that **You** hereby undertake to:

1. undertake a test at least once a week for the purposes of ascertaining the condition of :

- a) the batteries and;
- b) the Fire Brigade connection;

*Note 1: As regards b. where the Fire Brigade have given a written undertaking to carry out the tests **Your** responsibility will be confined to requirement a..*

Note 2: Where the Fire Brigade connection is not continuously monitored test b. must be made every weekday (holidays excepted).

2. undertake a test every week (holidays excepted) for the purposes of ascertaining the condition of all detector circuits;

Note 3: Where the detector circuits are continuously monitored or such that one break of wires will not prevent a fire alarm being given (e.g. a ring circuit) this test need not be made.

3. obtain promptly an annual report from the Installing Engineers and to remedy any defect revealed and to file such report ready for examination by **Our** representative when required;
4. send promptly a notification to the Installing Engineers of any serious disablement disconnection or temporary disuse from any cause of the installation (except during the actual testing) and to file a copy of the same with a memorandum of the duration of time the installation was inapplicable ready for the examination of **Our** representatives when required;
5. notify **Us** immediately of the removal of any Automatic Fire Alarm installation.

Fire Appliances Maintenance Condition

You must maintain the Fire Extinguishing Appliances located in the **Premises** in full working order. Nevertheless this insurance shall not be invalidated by any defect in any of the Fire Extinguishing Appliances due to circumstances unknown to **You** or beyond **Your** control.

Fire Proof and Fire Exit Doors Condition

All fireproof doors, shutters and fire exit doors shall be maintained in efficient working order and closed in the correct manner outside of business hours. All doors, door openings, stairways, stairwells and/or fire escape stairways and stairwells shall be kept clear and unblocked at all times both during and outside of business hours.

Hot Work Condition

It is a **Condition Precedent** to **Our** liability that any repair work to buildings which are insured under this **Policy** and such work involves the application of heat the work must be carried out by a qualified contractor. **You** must ensure the contractor has adequate public liability insurance in force covering the term of the work and obtain a copy of the contractors Policy/Certificate of Insurance to confirm this and obtain an appropriate Hot Works permit.

Section 1 – Property Damage – Continued

1. **You** must:
 - a) take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other **Damage**;
 - b) make sure that the area where the work is to be undertaken is to be cleaned and kept free of all loose and combustible material and all immovable combustible material and the **Property** insured shall be adequately protected with fire blanket or screens;
 - c) ensure that all blow lamps and blow torches must be lit for as short a time as possible before use and extinguished immediately after use. Lighted blow lamps and blow torches must not under any circumstances be left unattended;
 - d) make sure that at least ONE (1) fire extinguisher with a capacity of not less than NINE (9) litres must be kept available for immediate use in the area where the work is to be undertaken.

2. **You** must inform the contractor of the following:

During working hours:

if the area in which the work is to be undertaken is to be left unattended at any time during working hours all sources of heat are to be fully turned off, all tools used in the heat process and the area being worked upon is to be completely cooled down or dampened down before being left unattended

Upon completion of the hot work:

- a) if the hot work is completed during normal working hours the area being work upon must be thoroughly checked for smouldering fire each FIFTEEN (15) minutes for a total of ONE (1) hour before the contractor leaves the **Premises**;
- b) at the end of normal working hours all work must cease at least ONE (1) hour before the end of each normal working day and the area in which the work was being undertaken must be thoroughly checked for smouldering fire each FIFTEEN (15) minutes before the contractor leaves the **Premises**.
- c) **You** must not waive any subrogation rights against such contractor or sub-contractor.

Intruder Alarm Condition

At the start of this insurance and after the start of this insurance any Intruder Alarm installed in the **Premises** shall be:

1. installed in accordance with the intruder alarm specification and no alteration or variation of the system or any structural alteration to the **Premises** which would affect the system shall be made without **Our** written consent;
2. in full and efficient working order at all times and serviced under the maintenance contract with the installing engineers or as otherwise approved by **Us**;
3. tested and set whenever the alarmed portion of the **Premises** are closed for **Business** or not attended by **You** or any person authorised by **You** to be responsible for the security of the **Premises**;
4. as soon as **You** discover or become aware of any defects in the security alarm system such defects must be promptly remedied.

Provided that in any event **We** shall not be liable for any loss occasioned by **Theft** subsequent to **You** receiving a written notification from:

1. an intruder alarm Installer that the maintenance contract is suspended;
2. the relevant Police Authority that alarm signals from the **Premises** will no longer be answered.

This **Policy** will not be invalidated by any defect in the said alarm or installation due to circumstances beyond **Your** control arising after the alarm has been properly set.

Definition of Intruder Alarm:

The component parts detailed in the alarm specification and the lines of communication used to transmit signals.

Section 1 – Property Damage – Continued

Protections Condition

At the start of this insurance and after the start of this insurance:

1. all security protections in place at the **Premises** or subsequently installed whether or not agreed by **Us** shall not be withdrawn altered or varied without **Our** prior written consent and shall be maintained in proper working order and put into full and effective operation whenever the **Premises** are closed for business and/or left unattended;
2. whenever the **Premises** are closed for **Business** and/or left unattended all measures provided to protect the **Premises** are properly fitted, maintained in good order and kept in full operation throughout the **Period of Insurance**;
3. whenever the **Premises** are closed for **Business** or left unattended any keys for the **Premises**, any Intruder Alarm Installation, any safes or strongrooms and any other secured area or device in which **Property** is kept are to be removed from the **Premises** or locked in an appropriate key safe.

As soon as **You** discover or become aware of any defects in the protections such defects must be promptly remedied.

Roof Maintenance Condition

It is a **Condition Precedent** to **Our** liability that **You** undertake to:

1. have any flat, felted roof inspected at least once every two years by a qualified builder or property surveyor and have any defect identified by that inspection repaired immediately;
2. have any roof valley guttering checked annually for blockages or defects and take any remedial action required implemented immediately.

Stillage Condition

It is a **Condition Precedent** to **Our** liability that throughout the **Period of Insurance** all stock stored in basements must be stored at least TEN (10) cm above floor level.

Unoccupancy Condition

You must tell **Us** not more than THIRTY (30) consecutive days thereafter if **Your Premises** become **Unoccupied**.

Applicable to any **Premises** remaining **Unoccupied** or partly **Unoccupied** for a period in excess of THIRTY (30) consecutive days in any one **Period of Insurance**.

It is a **Condition Precedent** to **Our** liability that the **Premises** are made and maintained secure throughout the **Unoccupancy**; **You** must notify **Us** immediately should any **Unoccupied Premises** or any **Unoccupied** portion thereof become re-occupied and **You** agree to pay **Us** a suitable additional premium if required.

1. **You** or **Your** agent shall visit the **Premises** at least once each week and shall ensure that all water supply systems are drained and electrical and gas supplies are switched off, unless otherwise instructed in writing by **Us**.
2. **You** shall ensure that all letterboxes and ground floor windows are sealed, that the **Premises** are kept clear of combustible waste and that the **Premises** are maintained secure against illegal entry. Any defects revealed by these inspections shall be remedied immediately

We will not indemnify **You** for **Damage** arising from or attributable to refurbishment or renovation.

Professional Fees

The **Sum Insured** by each item where necessary includes professional fees necessarily incurred in the reinstatement the **Property** but not for preparing any claim.

Section 1 – Property Damage – Continued

Thatched Roof Condition

No use of a naked flame in the roof space of the **Buildings** shall be undertaken;

Following any repair to or replacement to a thatched roof no burning of waste thatch is to be carried out at the **Buildings**, its grounds or in its immediate vicinity.

Transfer of Interest Clause

If at the time of **Damage** to any **Building** hereby insured **You** have contracted to sell **Your** interest and the sale has not been but shall be thereafter completed, the purchaser, on the completion of the purchase, in and so far as the **Building** is not otherwise insured by or on behalf of the purchaser against such **Damage**, shall be entitled to the benefit of this **Policy** so far as it relates to such **Damage** without prejudice to **Your** rights and **Our** liabilities under this Section up to the date of completion or the end of the **Period of Insurance** whichever is the sooner.

Exclusions

(**You** should also refer to the *General Exclusions*).

Damage arising from, caused by or consisting of:

1. an existing or hidden defect;
2. gradual deterioration or wear and tear;
3. frost or change in the water table level;
4. faulty design or faulty materials used in its construction;
5. faulty workmanship deliberate operating error or omission by **You**;
6. the bursting of:
 - a) a boiler;
 - b) other equipment;not being used for domestic purposes where the internal pressure is due to steam only and which belongs to **You** or is under **Your** control.

We will indemnify **You** for subsequent **Damage** resulting from a cause not otherwise excluded.

Damage arising from, caused by or consisting of:

1. corrosion, rust or rot, shrinkage, evaporation or loss of weight;
2. dampness or dryness, scratching, denting or marring;
3. vermin or insects;
4. changes in temperature colour flavour texture or finish;
5. nipple or joint leakage or failure of welds;
6. cracking, fracturing, collapse or overheating of a boiler vessel machine or apparatus in which internal pressure is due to steam only and any associated piping.

Damage arising from, caused by or consisting of mechanical or electrical breakdown or derangement.

We will indemnify **You** for:

1. **Damage** not otherwise excluded which itself results from a **Defined Peril** or any other accidental cause;
2. any subsequent **Damage** which itself results from a cause not otherwise excluded.

Damage caused by, arising from or consisting of **Pollution** or **Contamination** and any resulting clean-up costs or expenses.

We will indemnify **You** for **Damage** not otherwise excluded caused by:

1. **Pollution or Contamination** which results from a **Defined Peril**;
2. a **Defined Peril** which results from **Pollution or Contamination**.

Section 1 – Property Damage – Continued

Damage arising from, caused by or consisting of:

1. normal settlement of new structures, coastal or riverbank erosion;
2. discharge or leakage from any sprinkler installation;
3. detritus material.

Damage to a structure caused by or arising from its own settling, shrinkage, expansion collapse or cracking. **We** will indemnify **You** for such **Damage** if it results from a **Defined Peril** and is not otherwise excluded.

Damage to walls, gates, fences or movable **Property** in the open caused by or arising from storm, tempest, flood, rain, hail, sleet or snow, dust, sand or wind or **Theft**.

Acts of fraud or dishonesty, **Theft** or robbery including:

1. disappearance, unexplained or inventory shortage;
2. misfiling, misplacing of information or clerical error;
3. **Theft** other than **Theft** or attempted **Theft** to the **Buildings** provided **You** as owner of the **Premises** or are legally liable.

Damage:

1. by fire resulting from any process involving the application of heat;
2. to that portion of any **Property** caused by or arising from its own self ignition, leakage of electricity, short circuiting or overrunning;
3. resulting from its undergoing any process of:
 - a) production or packaging;
 - b) treatment, testing or commissioning;
 - c) servicing or repair.

Damage while any **Premises** is **Unoccupied**, unattended or unused arising from, caused by or consisting of:

1. escape of water from any tank apparatus or pipe;
2. malicious persons;
3. breakage of glass;
4. **Theft** or attempted **Theft** to the **Premises**.

We will indemnify **You** for such **Damage** if it is caused by fire or explosion and is not otherwise excluded.

Consequential Loss or damage

Plant, machinery or computer breakdown.

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

1. **War** and **Terrorism**
2. civil commotion in Northern Ireland;
3. any action taken in controlling preventing suppressing or in any way relating to 1 and/or 2 above;

The **Excess** as stated in the **Schedule** or elsewhere in the **Policy**

Any loss due to fines or damages, breach of contract for late or non-completion of orders or for any penalties of whatever nature.

Section 1 – Property Damage – Continued

Unless more specifically covered under Section 1 **Damage** to:

1. money, cheques, stamps, bonds, credit cards or securities of any description;
2. jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;
3. goods held in trust or on commission, documents, manuscripts, **Business** books, computer systems, records, video tapes, cassettes compact disks (CD's), digital video disks (DVD's), or any other form of mechanical or electronic digital data collecting device;
4. **Property** insured in transit;
5. contents due to the solidification of the contents of molten material holding units molten material transmission lines and/or appurtenances;
6. explosives;
7. any **Property** hereby insured which results from pollution or contamination.

Unless **We** agree to the contrary and in writing **We** will not indemnify **You** for **Damage**:

1. in any part of the **Premises** not occupied by **You** in connection with the **Business** and or whilst the **Premises** are **Unoccupied** or disused;
2. in yards, open sided buildings, compounds or other open spaces unless specifically stated otherwise in the **Schedule**;

caused by or consisting of acts of fraud or dishonesty, disappearance, unexplained or inventory shortage misfilling, misplacing of information or denial error

Standard Clauses

Capital Additions

The insurance by this Section on **Buildings**, and **Contents** includes:

1. alterations, additions and improvements, to such **Property** but not appreciation in value; and
2. any such **Property** newly acquired and/or newly erected, anywhere in the **Territorial Limits A**.

Provided that:

1. **Our** maximum liability shall not exceed £50,000 any one **Premises**;
2. **You** undertake to advise **Us** of the change of risk as soon as practicable and to pay the additional premium required.

Contract Sale Price Clause

In respect only of goods sold but not delivered for which **You** are responsible, if the goods suffer **Damage** insured under Section 1 and because of this the contract of sale is cancelled then, under the terms of the sale contract

Our liability will be on the basis of the contract price for the goods which have suffered the **Damage**. Any calculation for the purpose of **Average** will be on the basis of the contract price for all goods sold but not delivered whether suffering **Damage** or not.

Cost of Fallen Property Removal

The costs and expenses in removing **Your** fallen trees and branches, telegraph poles, lamp posts or parts falling therefrom necessarily incurred by **You**, with **Our** consent subject to the maximum liability not exceeding £1,000, in any one **Period of Insurance**, excluding **Damage** caused by lopping, pruning or felling of trees.

Dumping and Fly Tipping

We will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on **Your Property** caused by a sudden specific event outside **Your** control.

The maximum **We** will pay in any **Period of Insurance** is £2,000.

Section 1 – Property Damage – Continued

Debris Removal

We will indemnify **You** for costs and expenses necessarily incurred by **You** with **Our** consent in removing debris, dismantling and or demolishing, propping or shoring up the **Damage**.

We will not pay for any costs or expenses:

1. incurred in removing debris except from the **Premises** and the area immediately adjacent thereto;
2. arising from pollution or contamination, of property not insured by this Section.

Drains, Sewers and Gutters Clause

The insurance by each item in the **Schedule** relating to buildings and machinery extends to include an amount necessarily and reasonably incurred by **You** with **Our** prior consent in cleaning and/or clearing drains, sewers or gutters following **Damage** to the **Property** hereunder by any **Defined Peril**.

The maximum **We** will pay in any **Period of Insurance** is £2,000.

Fire Brigade Charges and Extinguishing Expenses

The insurance by this Section extends to include **Damage** caused by the Fire Brigade to the grounds at **The Premises** as far as **You** are responsible for the cost of repair provided that **Our** liability for any one claim for such **Damage** is limited to **£10,000**.

Hours Clause

Applicable to **Premises** situated within the atmospheric disturbance limits.

The term “loss occurrence” as used in this clause means one or more occurrences, catastrophe, calamity, disasters or casualties arising out of or following on one event, except that wherever a loss occurrence involving any one of the under mentioned perils (either separately or in conjunction with other perils) then as regards such under mentioned perils, the term “loss occurrence” shall mean:

1. All losses resulting from direct **Damage** arising from riots, strikes and civil commotion during a continuous period of SEVENTY TWO (72) hours within the limits of any one town, city or village and such additional losses occurring beyond such period of SEVENTY TWO (72) hours but during the continued occupation of the **Premises** by strikers provided such occupation commenced during the said period of SEVENTY TWO (72) hours.
2. All losses arising from earthquake, seaquake, tidal wave, tsunami and/or volcanic eruption during a continuous period of ONE HUNDRED AND SIXTY EIGHT (168) hours.
3. In respect of tornado, cyclone, typhoon, hurricane, windstorm, rainstorm or hailstorm the term “each and every loss” means all losses caused by tornadoes, cyclones, typhoons, hurricanes, windstorm, rainstorms or hailstorms which arise during a continuous period of NINETY SIX (96) hours arising from the same atmospheric disturbance.
4. All losses arising from flood during a continuous period of Seventy Two (72) hours.
5. In respect of any other catastrophe all losses occurring during a continuous period of SEVENTY TWO (72) hours arising from the same catastrophic event.

You may choose the date and time when any such period of consecutive hours commences and if any catastrophe is of greater duration than the above periods, **You** may divide that catastrophe into two or more ‘loss occurrences’, provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss.

For flood loss occurrences only one such period of Seventy Two (72) consecutive hours shall apply with respect to one event.

Index Linking

The sum insured for **Building** is subject to annual adjustment in line with the following indices:

[Buildings – General Buildings Costs Information Service](#).

Section 1 – Property Damage – Continued

Lock Replacement

The cost of changing locks on doors, windows and safes at the **Premises** following **Theft** or **Theft** of keys from the **Premises** or from **Your** home or the home of any person entrusted with the keys.

The maximum **We** will pay in any **Period of Insurance** is £1,000.

Loss of Metered Water

The amount **We** will pay shall be the comparison between the charge made by the utility suppliers for the period during which the **Damage** occurred with the charges for the previous period and or the corresponding period adjusted for any relevant factors affecting **Your** consumption during the period(s) concerned.

The maximum **We** will pay in any **Period of Insurance** is £3,000.

Loss Minimisation and Prevention Expenditure

The costs necessarily and reasonably incurred by **You** with **Our** consent in preventing, reducing or mitigating:

1. imminent **Damage** which would have been insured under this Section;
2. reducing **Damage** insured under this Section during and after the **Occurrence**.

Provided that:

1. the impending **Damage** was not reasonably foreseeable at the inception of the **Period of Insurance** and would be the inevitable outcome if such costs and expenses were not incurred;
2. the costs and expenses incurred did avoid or mitigate the **Damage**;

The maximum **We** will pay in any **Period of Insurance** is £2,000.

Theft Damage to Buildings

The cost of repairing **Damage** by **Theft** or any attempt thereat, to **Buildings** at the **Premises** (whether or not **Buildings** are insured under this Section), if **You** are responsible for the **Damage**.

Trace and Access

In the event of **Damage** resulting from escape of water or oil, where insured by this Section, **We** will pay costs necessarily and reasonably incurred in locating the source of such **Damage** and subsequently making good.

The maximum **We** will pay in any **Period of Insurance** is £2,000.

Underground Services

Damage for which **You** are legally liable, to underground pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the **Premises** to the point of junction with public supply lines, mains and sewers.

Workmen

Workmen are allowed in and about the **Premises** for the purpose of carrying out new works or alterations, repairs, decoration, plant installation or general maintenance, without prejudice to the terms, definitions, conditions, clauses and exclusions, of this **Policy**.

Section 1 – Property Damage – Continued

Subsidence

Section 1 is extended to include subsidence or ground heave of any part of the site on which the **Property** stands or landslip excluding:

1. **Damage** or business interruption arising from **Damage** to adjoining and specifically associated yards, car parks, roads, pavements, forecourts, walls, gates, fences and exterior swimming pools unless a **Building** at the **Premises** is also damaged at the same time.
2. **Damage** or business interruption caused by or consisting of:
 - a) the normal settlement or bedding down of new structures;
 - b) the settlement or movement of made-up ground;
 - c) coastal or river erosion;
 - d) defective design or workmanship or the use of defective materials;
 - e) fire, explosion, earthquake or escape of water;
 - f) **Damage** or business interruption which originated prior to the inception of this **Policy**;
 - g) **Damage** or business interruption resulting from:
 - h) demolition, construction, structural alteration or repair of any **Property**;
 - i) groundworks or excavation.at the same **Premises**.

This cover will be invalidated if the risk of **Damage** is increased without **Our** written consent by reason of demolition, groundworks, excavation or construction being carried out on any adjoining site.

Extensions

Non-Standard Construction

If appropriate, and only as agreed by **Us**, and in consideration of the payment of an additional premium it is hereby agreed that the term as stated in the definition of **Buildings** is deleted.

Computer Breakdown

Any insurance under Section 1 for **Computer Equipment** includes the actual breaking or burning out of any part while actually in use arising from either mechanical or electrical defect including fluctuations in power supply or derangement to the **Computer Equipment** causing sudden stoppage of its functions and necessitating repair, replacement or rearrangement before it can resume working.

The maximum **We** will pay in any **Period of Insurance** is £5,000.

Computer Data

Section 1 includes loss or damage to data or information on computer equipment not accompanied by visible and identifiable damage to the **Data** carrying media.

The maximum **We** will pay in any **Period of Insurance** is £1,000.

We will not pay for loss or damage occasioned to **Data** or information by defects in the **Data**, information or other records or caused by a design defect, material or workmanship in the computer equipment or any computer software.

Section 1 – Property Damage – Continued

Defibrillator Equipment

For the purposes of this Extension the Definition of **Theft** is amended to the following:

Theft

Theft or attempted theft at the **Premises**

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

1. Loss or **Damage** to any Automated External Defibrillator or Defibrillator held internally or externally at the **Premises**
2. **Theft** of any Automated External Defibrillator or Defibrillator held internal or externally at the **Premises**

The maximum **We** will pay in any **Period of Insurance** is £1,500.

We shall not indemnify **You** for:

1. The first £100 of each and every claim under this Extension.

Discharge of Oil or Loss of Gas

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

1. The cost necessarily incurred by **You** with **Our** consent of decontaminating the grounds of the **Premises** following accidental discharge of oil from any oil fired heating installation or storage tank at the **Premises**;
2. Loss of gas from the heating system at the **Premises** following **Damage** resulting from a **Defined Peril**;
3. The cost of replacing liquid petroleum gas following accidental discharge from the storage container at the **Premises**.

The maximum **We** will pay in any **Period of Insurance** is £2,000.

Employees and Visitors Personal Effects

We will pay for **Damage** to clothing, personal money and other personal effects belonging to:

1. Visitors while in the **Building** and for which **You** have accepted responsibility;
2. Directors, partners, employees and members while in any **Building** or in transit in the **Territorial Limits B** in connection with **Your Business**.

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

1. £100 for personal money;
2. £100 for any one item;
3. £500 in total.

We shall not indemnify **You** for **Damage**:

1. to bicycles,
2. **Property** in the open;
3. to clothing, **Money** and other personal effects covered under the Money Section to this **Policy** or otherwise more specifically insured by this or any other policy;
4. to hand held or portable computers, mobile telephones or portable electronic devices from any unattended motor vehicle;
5. to any **Property** within any unattended motor vehicle unless:
 - a) the **Property** is hidden from view in a closed glove, storage or luggage compartment or boot; and
 - b) all windows and sunroofs are securely closed and all doors, tailgate and boot are locked.
 - c) any alarm system is set into operation

Section 1 – Property Damage – Continued

Exhibitions, Events and Conferences

We will pay for **Damage** to:

1. **Property** insured in any building away from the **Premises** at exhibitions, events and conferences;
2. Donated goods and prizes at exhibitions and events, or within the home of any director, partner, authorised employee or member in connection with **Your Business**, or while in transit to and from such buildings within **Territorial Limits B**.

Our maximum liability shall not exceed is £500 in respect of any one item and £1,500 in respect of any claim.

We shall not indemnify **You** for **Damage**:

1. to **Money**;
2. to property more specifically insured;
3. by malicious persons or by **Theft** or attempted **Theft** from any unattended building unless all windows are securely closed and all external doors locked;

Theft of:

1. hand held or portable computers, mobile telephones and the like from any unattended motor vehicle;
2. any property insured from any unattended motor vehicle unless:
 - a) the property is hidden from view in a closed glove, storage or luggage compartment or boot; and
 - b) all windows and sunroofs are securely closed and all doors, tailgate and boot are locked.
 - c) any alarm system is set into operation

Hired in Property

We will pay for **Damage** by a **Defined Peril** to equipment:

1. Hired-in;
2. On free loan;

used solely for **Your Business** when in **Your** custody or control while in the **Buildings** at the **Premises** or in transit to and from such **Buildings** within the **Territorial Limits A**.

Our maximum liability shall not exceed £2,500 in respect of any one item and £10,000 in respect of any claim.

We shall not indemnify **You** for **Damage**:

1. caused by or resulting from **Theft** from any unattended motor vehicle or trailer;
2. to **Property** hired-in or on free loan for more than 30 consecutive days;
3. to **Property** covered elsewhere in this Section or in the **Policy** or more specifically insured;
4. to motor vehicles, caravans, trailers, aircraft or watercraft.

Items Used Outside the Premises

For the purposes of this Extension the Definition of **Theft** is amended to the following:

Theft

Theft or attempted theft at the **Premises**

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

1. **Damage** to any item listed against Section 1, Items 5, 6 and 7 in the **Schedule**
2. **Theft** of any item listed against Section 1, Items 5, 6 and 7 in the **Schedule**

Seasonal Stock Increase

We agree to increase the **Sum Insured** on stock by 50% during the:

1. Months of November and December; and
2. 30 day period immediately prior to Easter.

Section 1 – Property Damage – Continued

Temporary Removal of Contents

We will pay for **Damage** caused by a **Defined Peril**

1. **Contents** temporarily removed for cleaning, renovation or repair, temporarily removed but in the custody or control of an authorised director, partner, employee or member or at or in transit to or from a bank or safe deposit;
2. **Business** documents while in the post occurring in the **Territorial Limits B**.

Our maximum liability shall not exceed £500 in respect of any one claim.

We shall not indemnify **You** for **Damage**:

1. covered elsewhere in this Section or in the **Policy** or otherwise insured;
2. to clothing and personal effects;
3. to camping, sports or leisure equipment of any kind;

Theft of:

1. hand held or portable computers, mobile telephones and the like from any unattended motor vehicle
2. Any other property from any unattended motor vehicle unless:
3. The property is hidden from view in a closed glove, storage or luggage compartment or boot; and
4. All windows and sunroofs are securely closed and all doors, tailgate and boot are locked;
5. any alarm system is set into operation.

In respect of **Business** documents **We** shall not indemnify **You** unless **You** have obtained proof of posting.

Section 2 – Business Interruption

Insuring Clause

In the event of any **Occurrence** during the **Period of Insurance** in consequence of which the **Business** carried on by **You** at the **Premises** be interrupted or interfered with **We** will pay **You** in respect of each item stated in the **Schedule** the:

1. loss of **Gross Revenue**;
2. **Increase in Cost of Working**;
3. **Additional Expenditure**

and the amount payable as indemnity will be:

1. in respect of loss of **Gross Revenue** the amount by which the **Gross Revenue** during the **Indemnity Period** falls short of the **Estimated Gross Revenue** in consequence of the **Occurrence**;
2. in respect of **Increase in Cost of Working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Occurrence** but not exceeding the amount of reduction in **Estimated Gross Revenue** thereby avoided;
3. in respect of **Additional Expenditure** except that relating to computer or data processing systems for the sole purpose of avoiding or diminishing the interruption of or interference with the **Business** which but for the expenditure would have taken place during the **Indemnity Period** in consequence of the **Occurrence**;

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

Provided always that such interruption to or interference is in consequence of **Damage** as insured by Section 1 of the **Policy** to **Buildings** or other **Property** used by **You** in course of the **Business** at the **Premises**;

at the time of the **Occurrence** there is in force an insurance covering **Your** interest in the **Property** against such **Occurrence** and that payment:

1. has been made or liability admitted therefor;
2. would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount;

Our liability under this part will not exceed:

1. in respect of **Gross Revenue** 133.3% of the **Estimated Gross Revenue** stated herein and in respect of each other item 100% of the Sum Insured stated herein
2. the **Sum Insured** or any other limit of indemnity stated in the **Schedule** at the time of the **Occurrence**
3. the **Sum Insured** (or limit) remaining after deduction for any other interruption or interference consequent upon any **Occurrence** during the same **Period of Insurance** unless **We** have agreed to reinstate the **Sum Insured** (or limit).

Definitions

*(Also refer to the General Definitions in this **Policy**)*

The following definitions apply to Section 2 and shall keep the same meaning wherever they appear below unless alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the General Definitions the definitions in Section 2 shall prevail.

Additional Expenditure

1. Reasonable additional costs and expenses necessarily incurred by **You** in order to effectively continue administration and maintain services;
2. **Your** legal, clerical and other charges incurred in the replacement or restoration of deeds, plans, specifications, documents, books of account, card indexes and other office records;

less any sum saved during the **Indemnity Period** in **Your** normal expenditure which may have been affected in consequence of the **Occurrence**.

Section 2 – Business Interruption – Continued

Estimated Gross Revenue

The amount declared by **You** as representing not less than the **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** or a proportionately increased multiple thereof where the **Indemnity Period** exceeds 12 months.

Gross Revenue

The money paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises** less the relative cost of purchases and other specific costs as may be applicable to the **Business**.

Increase in Cost of Working

Unforeseen additional expenditure which **You** necessarily and reasonably incur after the date of the **Occurrence** of the **Damage** for the purpose of:

1. preventing or limiting a reduction in **Gross Revenue** as a result of **Damage**; and/or;
2. returning the **Business** to the level that existed prior to the date of the **Occurrence** of the **Damage**.

Indemnity Period

The period beginning with the **Occurrence** and ending not later than the **Indemnity Period** as stated in the **Schedule** during which the results of the **Business** are affected.

Outstanding Debit Balances

The total amount outstanding in customers' accounts on the last day of the month preceding an **Occurrence** adjusted for:

1. 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 last day of the month preceding the **Occurrence** and the date of the **Occurrence**; and
2. any abnormal condition of trade which had or could have had a material effect on the **Business**;

so that the adjusted figures will represent as nearly as practicable those which would have applied at the date of the **Occurrence**.

Standard Gross Revenue

The **Gross Revenue** during that period in the 12 months immediately before the date of the **Occurrence** which corresponds with the **Indemnity Period**.

Trends in Business

Estimated Gross Revenue and **Gross Revenue** may be adjusted as may be necessary to reflect any trends of, variations in or other circumstances which affect the **Business** either before or after the **Occurrence** of the **Damage** which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the **Damage**, would have been obtained during the relevant period after the **Occurrence** of the **Damage**.

Notes

1. To the extent which **You** are accountable to the tax authorities for Value Added Tax all terms in this part will be exclusive of such tax.
2. For the purpose of these special definitions any adjustment implemented in current cost accounting will be disregarded.
3. Adjustments will be made to the **Standard Gross Revenue** as may be necessary to provide for the **Trends in Business** and for variations in or other circumstances affecting the **Business** either before or after the **Occurrence** or which would have affected the **Business** had the **Occurrence** not occurred so that the adjusted figures will represent as nearly as practicable the results which but for the **Occurrence** would have been obtained during the relative period after the **Occurrence**.

Section 2 – Business Interruption – Continued

Extensions

Book Debts

In the event of an **Occurrence** in consequence of which **You** are unable to trace or establish the **Outstanding Debit Balances** in whole or in part **We** will pay **You** the amount of any loss of **Outstanding Debit Balances** resulting provided always that the amount payable will not exceed:

1. the difference between:
 - a) **Outstanding Debit Balances**; and
 - b) the total of the amounts received or traced
2. the additional expenditure incurred with **Our** prior consent in tracing and establishing customers' **Outstanding Debit Balances** after the **Occurrence**
3. in total £25,000

It is a **Condition Precedent** to **Our** liability that:

1. **Your** books of account and other **Business** books and records in which customers' accounts are shown will be kept in fire resisting safes or fire resisting cabinets when not in use or away from the **Premises**;
2. duplicate records are kept in a separate building.

Compulsory Closure

Interruption of or interference with the **Business** as a result of compulsory closure of the **Premises** by a public body authorised to prevent access to the **Premises** arising from the occurrence of:

1. foreign or deleterious matter in food or drink sold, supplied or provided at the **Premises**
2. murder, manslaughter, suicide or rape at the **Premises**
3. defective sanitation or the presence of vermin or pests at the **Premises**.

For the purposes of the cover provided by this Extension the **Indemnity Period** is restated as follows:

The **Indemnity Period** shall mean the period of time during which interruption to the **Business** occurs as a result of the matters set out at sub-clauses 1-3 (each '*an occurrence*') commencing with the date of the closure of the **Premises** and not exceeding

- a) 30 days in respect of each occurrence and
- b) 30 days in total in respect of all occurrences in any one **Period of Insurance**

Our Liability will not exceed £25,000 in any one **Period of Insurance**.

Death of a Patron

Section 2 includes loss resulting from interruption or interference with the **Business** in consequence of:

1. death of **Your** patron if aged less than 70 years;
2. **Your** patron being subject to a criminal investigation or offending public taste during the **Period of Insurance**.

Provided always that in respect of 2 above:

1. the Indemnity Period commences from the date the criminal investigation or act of offending public taste becomes public knowledge;
2. the Indemnity Period is 30 days.

Our maximum liability any one period of insurance will not exceed £25,000.

Section 2 – Business Interruption – Continued

Denial of Access

Section 2 extends to include **Damage** to **Property** within 0.5km of the **Premises** which prevents or hinders the use of the **Premises** or access thereto whether or not the **Premises** insured are damaged.

The **Indemnity Period** stated in the above **Schedule**, means the period beginning from the date of the **Occurrence** of the **Damage** and ending not later than 30 days thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

The provision of any automatic reinstatement does not apply to **Denial of Access** cover.

We will not indemnify **You** for **Damage** due to the withdrawal or hindrance to the supply of the gas, electricity, water or telecommunications which prevents or hinders the supply of such services to the **Premises**.

Automatic Reinstatement of Sum Insured

the absence of written notice by **You** or **Us** to the contrary, this insurance will not be reduced by the amount of any claim in consideration of which **We** may ask **You** to pay the appropriate additional premium on the amount of the claim from the date of any **Damage** to the expiry of the **Period of Insurance**.

Section 3 – Refrigerated Stock

Insuring Clause

We will indemnify **You** for **Damage** to the refrigerated stock being **Your** property or for which **You** are responsible whilst contained in any refrigerated unit in the **Premises** during the **Period of Insurance** caused by:

A change in unit temperature as a result of;

1. the breaking, distortion or burning out of any part of the unit, unit wiring or supply cable to the unit including the plug and fuse caused by mechanical or electrical defects in the unit while being used under normal working conditions;
2. the failure of the temperature controls to operate correctly;
3. accidental failure of the electricity supply;
4. accidental leakage of refrigerant gasses or refrigerant fumes from the unit.

We will not indemnify **You** for:

1. **Damage** caused by wear tear and gradual deterioration or gradually developing flaws or defects in the unit;
2. failure to correctly set any temperature controls;
3. any refrigeration unit which is more than ten (10) years old;
4. at the date of any loss any refrigerated stock for which the 'use by' or 'sell by date' has passed;
5. failure of the electricity supply which does not exceed sixty (60) consecutive minutes;
6. failure of the electricity supply due to any deliberate act of a electricity supply undertaking which is not performed for the sole purpose of safeguarding life or protecting any part of the supply system or any scheme of rationing not necessitated solely by accidental damage to the electricity supply undertaking's generating or supply equipment
7. **Damage** caused by the deliberate failure of the power supply by the supplier

The maximum **We** will pay is £1,000 any one claim and £5,000 in any **Period of Insurance**.

Each item of Section 3 is separately subject to **Average**.

Definitions

*(Also refer to the General Definitions in this **Policy**)*

The following definitions apply to Section 3, and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the General Definitions the Definitions in this Section 3 shall prevail.

Average

Means that if at the time of **Damage** the replacement cost as new of the **Property Insured** is greater than the **Sum Insured**, **You** will be responsible for the difference in the value and bear a proportionate share of the claim.

Damage

Deterioration or contamination.

Exclusions

Maintenance

We will not indemnify **You** unless, upon the expiry of any guarantee period, **You** arrange and keep in force through the **Period of Insurance** a Maintenance Contract on any refrigeration unit which does not have an airtight sealed motor and compressor.

Excess

The amount of any **Excess** as stated in the **Schedule**.

Section 4 – Money

Insuring Clause

We will indemnify You for:

1. Loss of **Money** and **Non-negotiable Money** up to the limit any one loss as stated in the **Schedule** below whilst:
 - a) on the **Premises**;
 - b) at **Your** home or that of **Your** directors, principals or authorised employees;
 - c) in transit;
 - d) deposited in bank night safe until removed by a bank official.

2. **Damage** to:
 - a) the safe(s) and strongroom(s) specified in the **Schedule** below;
 - b) stamp franking machines;
 - c) approved security cases bags or waistcoats used for carriage of **Money** and **Non-negotiable Money**;
 - d) clothing and personal belongings of the Insured Person as a result of theft or attempted theft of Money and Non-negotiable Money involving violence or the threat of violence.

Definitions

*(Also refer to the General Definitions in this **Policy**)*

The following definitions apply to Section 4, and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the General Definitions the Definitions in this Section 4 shall prevail.

Bodily Injury

Bodily injury by violent and visible means which directly and independently of any other cause results in death or disablement.

Business Hours

Your usual office hours and the working hours (including overtime) during which time the **Insured Person** entrusted with the **Money** and **Non-negotiable Money** is on the **Premises** for the purpose of the **Business**.

Insured Person

Including **You**, or **Your** directors, principals or authorised employees.

Loss of Limb

Severance at or above the wrist or ankle. Total and permanent loss of use of a hand, arm, leg or foot.

Non-negotiable Money

Non-negotiable Money means crossed cheques, crossed girocheques, crossed Bankers' Drafts, crossed money orders, crossed Postal Orders used National Insurance stamps, National Savings certificates, credit company sales vouchers and V.A.T. purchase invoices.

Unattended

Means any period when an Insured Person is not on the Insured Premises.

Section 4 – Money – Continued

Schedule

Non-negotiable Money only;

Limit of Liability any one loss £250,000

Money (excluding non-negotiable money)

1. In transit or within the **Premises** during **Business** hours or in a bank night safe; Limit of Liability any one loss £2,500
2. In a locked safe at the **Premises** out of **Business** hours; Limit of Liability any one loss £1,000
3. Out of safes at the premises out of **Business** hours; Limit of Liability any one loss £250
4. In the homes of authorised officers, members or employees; Limit of Liability any one loss £500
5. At exhibitions, events and conferences; Limit of Liability any one loss £500

Special Conditions

We will not indemnify **You** unless:

1. **You** keep up to date and accurate records of **Money** and **Non-negotiable Money** in a secure place other than in a safe or strongroom containing **Money** and **Non-negotiable Money**.
2. Outside normal **Business** hours the keys to all safes and/or strongrooms are removed from the **Premises** unless the **Premises** are in TWENTY FOUR (24) hour occupation by the **Insured Person** in which case all safes and/or strongroom keys must be kept in a secure place away from room or area containing any safe and/or strongroom.
3. Whenever the **Premises** are closed for **Business** or left **Unattended** security devices to protect the **Insured Premises** must be properly fitted and put into full and effective operation.

Custodian Condition

It is a **Condition Precedent** that **Money** in transit must be accompanied by the following number of **Insured Persons**:

1. Up to £5,000 at least TWO persons;
2. £5,001 up to £10,000 at least THREE persons;
3. Over £10,001 Specialist Security Company;
4. Any amount in excess of £5,000 must be transported in a vehicle where the distance exceeds ONE (1) kilometre from the **Premises** to the bank.

We will not indemnify **You** if **You** do not fulfil any of the above **Conditions Precedent** 1 to 4.

Exclusions

(**You** should also refer to the *General Exclusions*).

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

1. shortages due to clerical or accounting errors;
2. loss due to:
 - a) the fraud or dishonesty of any **Insured Person**;
 - b) it not being discovered within thirty working days of its **Occurrence**;
 - c) it being more specifically insured by any other policy or policies except for an amount in excess of that amount;
3. loss of **Money** and **Non-negotiable Money** from unattended vehicles;
4. **Damage** arising outside of the **Territorial Limits B**;
5. loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, fraudulent use of a computer or electronic transfer;
6. loss resulting from the use of any form of payment which proves for any reason to be counterfeit, from gaming, false, invalid, uncollectible or irrecoverable for any reason;
7. **Money** held in the custody of a Specialist Security Company;
8. losses covered under the Fidelity Guarantee Section of this **Policy**;
9. losses from any automated teller machine or cash dispenser

Section 4 – Money – Continued

Extensions

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

1. An increase in the limits of liability by 50% for a maximum of 4 fund raising or similar events in each **Period of Insurance**.
2. Loss of **Money** from vending machines at the **Premises** including the cost of repair of **Damage** caused as a result of theft or attempted theft. **Our** maximum liability is £500 any one claim.

Personal Accident (Assault Extension)

We will compensate the **Insured Person** for **Bodily Injury** occurring during the **Period of Insurance** caused by theft or attempted theft involving violence or threat of violence which happens in the course of the **Business** and directly and independently of any other cause subject to the following coverage and compensation limits.

Coverage and Compensation scale

1. Death; £10,000, occurring within 12 months of the Bodily Injury
2. total and permanent loss of sight in one or both eyes; £10,000, occurring within 12 months of the Bodily Injury
3. loss of one or more limbs; £10,000, occurring within 12 months of the Bodily Injury
4. any other total and permanent disablement which after 12 months of **Bodily Injury** prevents the **Insured Person** from pursuing any occupation; £10,000
5. total disablement which within 12 months of **Bodily Injury** prevents the **Insured Person** from pursuing their normal occupation. Excluding the first 7 days; £100 per week

We will pay for any one **Bodily Injury**:

1. the amount of compensation as stated in the Compensation Scale;
2. weekly compensation at four weekly intervals;
3. compensation under coverage is for a maximum of 104 weeks from the date of the start of the disablement.

Weekly compensation will cease to be paid for the same injury if **We** pay compensation under coverage 1, 2 or 3 and any amount already paid by **Us** under coverage 5 will be deducted from any payment **We** make for the same injury under coverage 1, 2 or 3.

If **We** make a payment under coverage 1, 2 or 3 insurance will end for the **Insured Person**.

Medical Conditions

We may at **Our** expense require an **Insured Person** to undergo medical examinations or a post mortem to be carried out.

You or **Your** legal representative will at **Your** expense supply **Us** with any certificate, information or evidence in the format that **We** require.

We will not pay multiple benefits from assault payment for more than one item of benefit under the table of benefits to any one **Insured Person**.

Exclusions

1. There is a 7 day deferment period for claims relating to Temporary Total Disablement.
2. **We** will not pay multiple benefits from assault payment for more than one item of benefit under the table of benefits to any one **Insured Person**

Section 5 – Employers’ Liability

Insuring Clause

We will indemnify **You** for an amount not exceeding the Limit of Indemnity in the **Schedule** for all sums (including claimant’s costs and expenses) which **You** become legally liable to pay as damages in respect of **Bodily Injury** sustained by an **Employee** arising out of and in the course of his employment in connection with **Your Business** caused during the **Period of Insurance** within the **Territorial Limits**.

Provided that in respect of any one **Occurrence**

1. the total amount payable under this Section (including all Extensions Endorsements and Memoranda) shall not exceed the Limit of Indemnity specified in the **Schedule**
2. **We** may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any lesser amount for which at the absolute discretion of **Us** the claims arising out of such **Occurrence** can be settled **We** will then relinquish control of such claims and shall be under no further liability in respect thereof

Employers’ Liability (Compulsory Insurance) Clause 1969

The indemnity granted by this Section is deemed to be in accordance with the provisions of the Employers’ Liability (Compulsory Insurance) Regulations 1969 and the Employers’ Liability (Compulsory Insurance) Regulations 1988 or any subsequent amendment or re-enactment or similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands.

However, **You** must repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provision of such legislation.

Court Attendance Costs

In the event that **You** attend court as a witness at **Our** request in connection with an **Occurrence** in which **You** are entitled to indemnity under this Section **We** will provide compensation to **You** at the following rates for each day on which attendance is required:

1. any trustee or committee member of **Yours** £300
2. any other of **Your Employees** £150

Health and Safety at Work Defence Costs

We will pay all amounts which **You** become legally liable to pay for costs and expenses in the defence of any criminal proceedings for an offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed in the course of **Your Business** during the **Period of Insurance**, including costs and expenses incurred in an appeal against conviction arising from such proceedings.

But excluding:

1. Fines or penalties of any kind;
2. Proceedings consequent upon any deliberate act or omission by:
 - a) **You** or **Your** directors or partners;
 - b) Any **Employee** responsible for compliance with the legislation;
3. Legal costs and expenses covered elsewhere in this **Policy** or by any other **Policy**;
4. Liability for **Bodily Injury**.

Section 5 – Employers' Liability – Continued

Indemnity to Other Persons

At **Your** request **We** will pay all amounts which the following people or organisations become legally liable to pay as damages and costs and expenses for a claim against them:

1. Any partner, director or **Employee**;
2. Any officer or member of **Your** canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services;
3. Any of **Your** partners or directors in respect of private work carried out by any **Employee**;
4. Any principal, being any person, local or public authority, company or firm, with whom **You** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by **You**;

provided:

1. **You** would have been entitled to cover under this Section if the claim had been made against **You**;
2. Such parties keep to the terms of this **Policy** insofar as they can apply.

Unsatisfied Court Judgements

If any **Employee** obtains a judgement for damages in respect of **Bodily Injury** against any company or individual operating from premises within the **Territorial Limits** and that judgement remains unpaid for more than six months, **We** will pay to the **Employee**, at **Your** request, the amount of any unpaid damages and awarded costs provided:

1. The **Bodily Injury** is caused:
 - a) During the **Period of Insurance**;
 - b) In the course of **Your Business**;
 - c) Within the **Territorial Limits**;
2. There is no appeal outstanding;
3. The judgement being obtained in the first instance under the jurisdiction of a court in the **Territorial Limits**;
4. The judgement relates to **Bodily Injury** which would otherwise be insured by this Section of the **Policy**;
5. If any payment is made under this extension the **Employee** or their legal personal representatives shall assign the judgement to **Us**.

Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from a single act of **Terrorism** will be £5,000,000 including interest and all legal costs and expenses and applies to any claim or series of claims arising out of any one cause.

For the purpose of this clause 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 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 the above.

If **We** allege that by reason of this exclusion, **Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Section 5 – Employers' Liability – Continued

Corporate Manslaughter and Corporate Homicide Act 2007

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

- (a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions
- (b) costs of prosecution awarded against **You** which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£500,000**.

We will not indemnify **You** under this Clause in respect of:

1. any prosecutions unless they relate to death caused to any **Employee** within the **Territorial Limits** during the **Period of Insurance** and arising out of and in the course of employment or engagement of the **Employee** by **You** in **The Business**.
2.
 - a. the payment of fines or penalties
 - b. any remedial or publicity orders or any steps required to be taken by such orders
3. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or Section or would have been entitled to an indemnity but for the existence of this policy.
4. any proceedings resulting from any deliberate act or omission by **You**.

Work Overseas

The indemnity provided shall extend to apply in respect of liability for **Bodily Injury** caused to an **Employee** whilst temporarily engaged in non-manual work outside the **Territorial Limits**. Provided that such **Employee** is ordinarily resident within the **Territorial Limits**.

Definitions

*(**You** should also refer to the General Definitions).*

The following definitions apply to Section 5 and shall keep the same meaning wherever they appear below unless alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **Policy** Definitions the definitions in Section 5 shall prevail.

Electronic Data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programs, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Section 5 – Employers' Liability – Continued

Exclusions

The indemnity will not apply to legal liability

1. of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is:

- a) that of any principal
 - b) accepted under agreement and would not have attached in the absence of such agreement
2. in respect of injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community
3. arising from or in connection with any **Offshore** activity
4. for
 - a) fines or penalties
 - b) compensation ordered or awarded by a court of criminal jurisdiction
 - c) aggravated exemplary or punitive damages or any additional damages resulting from the multiplication of compensatory damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
5. of whatsoever nature directly or indirectly caused by contributed to by or arising from the handling treatment remediation removal stripping out demolition transportation storage or disposal of Asbestos Asbestos Dust or Asbestos Containing Materials

Provided that where such activities do not form part of the Insured's contract this Exclusion shall not apply to legal liability arising from;

1. the accidental discovery of materials known or suspected to be **Asbestos** dust or **Asbestos** containing materials
2. the investigation of any such suspect materials

Provided always that:

1. immediately upon discovery as defined in a. above all activity ceases until the composition of all such materials is established
2. any subsequent handling treatment remediation removal stripping out demolition transportation storage or disposal of **Asbestos** dust or **Asbestos** containing materials by or on behalf of the Insured is carried out by appropriately licensed independent **Asbestos** removal contractors on terms that indemnify the insured for liability arising from such activities.

Hazardous Locations

This **Policy** does not indemnify the Insured in respect of any claim arising in connection with any work on or in:

- a) docks, harbours or railways; and/or
- b) watercraft or offshore gas or oil installations; and/or
- c) chemical or petro chemical works, oil or gas refineries or storage facilities; and/or
- d) aircraft, airports or airfields; and/or
- e) power stations; and/or
- f) nuclear power stations; and/or
- g) any installation where nuclear processing is undertaken; and/or
- h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, tunnels, dams, reservoirs, motorways, quarries, mines or collieries

Section 6 – Public and Products Liability

Insuring Clause

We will indemnify **You** for an amount not exceeding the Limit of Indemnity in the **Schedule** for all sums which **You** may become legally liable to pay as damages in respect of an **Event** occurring in connection with **Your Business**. Within the Limit of Indemnity **We** will pay costs and expenses which are agreed with **Us** and incurred with the insurers consent.

Our liability under this section for all compensation payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Definitions

(**You** should also refer to the *General Definitions*).

The following definitions apply to Section 6 and shall keep the same meaning wherever they appear below unless alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **Policy** Definitions the definitions in Section 6 shall prevail.

Abuse or Molestation

Bodily Injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos including Silica, Polychlorinated Biphenyl, Urea-formaldehyde.

Business

For the purpose of this Section only **Business** is extended to include:

1. the ownership, repair, maintenance and decoration of the **Premises**;
2. private work undertaken by any of **Your Employees**, directors or partners;
3. the provision and management of canteen, sports, social and welfare organisations, for the benefit of the **Employee** and fire, security, first aid, medical and ambulance services.

Clean Up

1. Testing for or monitoring of **Pollution or Contamination**;
2. Cleaning up, removing, containing, treating, detoxifying or neutralising **Pollution or Contamination**

Communicable Disease

a) Coronavirus being:

- i) any coronavirus; or
- ii) any disease caused by any coronavirus; or
- iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.

b) Any other infectious disease in humans which has been determined or declared to:

- i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
- ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Craft

Any vessel or craft or thing, made or intended to float on or in or travel through water, air or space.

Computer System

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.

Section 6 – Public and Products Liability – Continued

Cyber Act

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

Cyber Incident

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

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Environment Damage

Impact on biodiversity – land, air, water, groundwater, drinking water supplies and fish, wildlife, biota (combined flora and fauna) and their habitats.

Indemnity Limit

Our liability under this Section for all damages (including interest thereon) payable in respect of any one **Event** or in the aggregate in respect of a series of **Events** arising out of any one original cause, shall not exceed the limit of Indemnity as stated in the **Schedule**.

Event

Any one loss or series of losses arising from the same cause:

1. accidental **Bodily Injury** to any person;
2. **Damage to Property**;
3. accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way; or
4. wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy, occurring anywhere within the **Territorial Limits** during the **Period of Insurance** in connection with **Your Business** or **Products**.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

Pollutant or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b) All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination arising from any **Pollutant**.

Products

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **You** or on **Your** behalf in the **Business** within the **Territorial Limits**.

Territorial Limits

The **Premises**, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands.

Counsel

An appointed barrister or other legal adviser

Section 6 – Public and Products Liability – Continued

Commercial

Concerned with or engaged in commerce, making or intended to make a profit

Non-Commercial

Not having a commercial objective; non-profit making.

Special Conditions

The following Conditions apply to this Section.

Contractual Liability

In so far as concerns liability assumed by **You** under agreement, which would not have attached in the absence of such agreement, this Section will only apply if **We** retain sole conduct and control of any claim.

Exclusions

We shall not be liable under this Section in respect of:

1. the cost of replacing or making good faulty, defective or incorrect:
 - a) workmanship;
 - b) **Products**;
2. legal liability arising from advice, design, formula or specification, provided by or on **Your** behalf for a fee or in circumstances where a fee would normally be charged;
3. legal liability for **Bodily Injury** caused to any **Employee** arising out of and in the course of such person's employment or engagement, by **You** in the **Business**;
4. legal liability for **Damage to Property** belonging to or in the charge of or under **Your** control, but this exclusion shall not apply to **Property** of **Your** directors, partners, **Employees** or visitors or any **Premises** (including contents) which are temporarily occupied by **You** for the purpose of work in connection with the **Business** (not being buildings which are owned by or leased, rented or hired to **You**);
5. legal liability caused by or arising from the ownership, possession or use by or on **Your** behalf of any:
 - a) craft other than hand propelled watercraft;
 - b) mechanically propelled vehicle (or trailer attached thereto) licensed for road use, other than legal liability caused by or arising from:
 - i) the use of plant as a tool of trade on site or at the **Premises**;
 - ii) the loading or unloading of such vehicle; or
 - iii) the movement of any such vehicle not **Your Property** which is interfering with the performance of the **Business**,but this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle;
6. legal liability arising out of **Products** other than:
 - a) food or drink, sold or supplied for consumption by **Your** directors, partners, **Employees** or visitors;
 - b) the disposal of furniture and office equipment, originally intended solely for use by **You** in connection with the **Business** and which is no longer required for that purpose;
7. liquidated damages, fines or penalties;
8. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
9. legal liability in respect of **Pollution or Contamination**, other than that caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - a) all **Pollution or Contamination**, which arises out of any one original cause, shall be deemed to have occurred at the time such original cause takes place;
 - b) **Our** liability under this Section for all damages (including interest thereon) payable in respect of all **Pollution or Contamination** shall not exceed £1,000,000 in any one **Period of Insurance**.
10. legal liability in respect of **Pollution or Contamination**, occurring in the United States of America and/or Canada and/or their dependencies or trust territories;

Section 6 – Public and Products Liability – Continued

11. legal liability arising in connection with any **Product** which with **Your** knowledge is exported to Canada or United States of America.
12. exposure to, inhalation of, fears of the consequences of exposure to or inhalation of or 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**;
13. **Your** legal liability assumed under agreement which would not have attached in the absence of such agreement;
14. legal liability arising out of activities involving:
 - a) any excavation exceeding a depth of 2 metres from the surface;
 - b) demolition or the use of explosives;
 - c) tunnelling, pile driving or dam construction, including work within or behind dams;
 - d) water diversion;
 - e) the construction, alteration or repair of towers (other than tower silos), steeples, chimneys, shafts, viaducts, bridges or docks;
 - f) crop spraying, or the spraying or dissemination of insecticides, herbicides or other substances or compounds for the control of pests, disease or weeds;
 - g) the felling, topping or lopping of any tree exceeding 6 metres in height;
 - h) the use of any **welding** or cutting equipment involving a heating or burning process.
15. any claim made or brought:
 - a) in the United States of America or Canada or territories under their jurisdiction;
 - b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction.
16. liability resulting, arising or in consequence of engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays (except where the relevant Conditions detailed in the Insure Your Village Hall Covéa Events Conditions and Guidelines have been complied with in full), flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling.
17. liability arising out of or in connection with the use of bouncy castles or other inflatables. This exclusion shall not apply where the relevant Conditions detailed in the Insure Your Village Hall Covéa Events Conditions and Guidelines have been complied with in full or where the provision of bouncy castles or other inflatables is contracted out to and operated by bona-fide sub-contractors and such bona-fide sub-contractors have in force public liability insurance for the duration of such work and applicable in respect of all aspects and processes of such work and such public liability insurance shall have a limit of indemnity of not less than the limit of indemnity applicable under Section 6 of this **Policy**
18. the amount of any **Excess** as stated in the **Schedule**
19. **Abuse or Molestation**
20. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - a) 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**
 - b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

This Exclusion shall not apply in respect of:

 - i. **Bodily Injury**
 - ii. physical damage to material property

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

Section 6 – Public and Products Liability – Continued

Extensions

The insurance provided by this Section is extended to include the following:

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** against legal costs and expenses, incurred with **Our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the **Business** during the **Period of Insurance**.

Provided that:

1. **Our** liability under this extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one **Period of Insurance**;
2. this extension shall only apply to proceedings brought in the **Territorial Limits**;
3. **We** must consent to the appointment of any solicitor or counsel, acting on **Your** behalf;
4. **You** shall immediately notify **Us** of receipt of any summons or other process, served upon **You** which may give rise to proceedings arising from the cover under this extension; and
5. before **We** consent to fund any appeal, advice must have been received from **counsel** that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** shall be supplied by **You**.

It is understood that **We** will have no liability under this extension:

1. if **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
2. for any fines or penalties, of any kind; or
3. where **You** can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this extension **You** would have obtained indemnity from any other source or insurance.

Cross Liabilities

Where **You** comprise of more than one party, **We** will treat each party as if a separate **Policy** had been issued to each provided that nothing in this extension will increase **Our** liability beyond the amount for which **We** would have been liable had this extension not applied.

Financial Loss

We will also indemnify **You** in respect of all sums which **You** may become legally liable to pay as damages for Financial Loss arising from **Bodily Injury** or **Damage to Property** as a result of a negligent act or accidental error or accidental omission committed or alleged to have been committed within the **Territorial Limits** by any **Employee** in, about or in consequence of their duties arising out of the **Business** occurring during the **Period of Insurance**.

Our limit of Indemnity for Financial Loss shall not exceed £100,000 any one **Occurrence** and in the aggregate including costs and expenses.

We will not pay for Financial Loss:

1. caused by **Your** failure to fulfil **Your** obligations under any contract entered into with the claimant;
2. arising from **Products**;
3. arising from libel, slander, defamation, malicious falsehood or injurious falsehood.

Section 6 – Public and Products Liability – Continued

Health and Safety at Work etc. Act 1974

We will indemnify **You** and, at **Your** request, any director, partner or **Employee**, against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will also pay prosecution costs for which **You** are legally liable and any costs incurred with **Our** written consent, in appealing against any judgment given.

We will not provide indemnity relating to the payment of fines, penalties, liquidated damages, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

Court Attendance Costs

In the event of any of the undermentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section, **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

1. any trustee or committee member of **Yours** £300
2. any other of **Your Employees** £150

General Data Protection Regulations

We will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of costs and expenses

Defective Premises Act 1972

The indemnity provided by this Section is extended to indemnify **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any **Business Premises** or land, disposed of by **You**.

Provided that this extension shall not apply to:

1. the cost of rectifying any damage or defect, in the **Premises** or land disposed of;
2. legal liability for which **You** are entitled to indemnity under any other policy.

Environmental Statutory Clean-up Costs Extension

This Section extends to indemnify **You** in respect of all sums including Regulatory Debts which **You** are legally liable to pay in respect of **Remediation** or **Clean Up** costs arising from **Environmental Damage** caused by **Pollution or Contamination** where such liability arises under an environmental directive statute or statutory instrument.

Provided always that:

1. liability arises from **Pollution or Contamination** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
2. **Our** liability under this Section in respect of any one **Event** or series of **Events** arising out of any one **Occurrence** shall not exceed £1,000,000 and in the aggregate in any one **Period of Insurance** inclusive of all costs and expenses; and

Section 6 – Public and Products Liability – Continued

We shall not be liable in respect of:

1. **Remediation** or **Clean Up** costs for damage to **Your** land, **Premises**, watercourse or body of water, whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control;
2. primary complementary or compensatory **Remediation** costs for damage to **Your** land, **Premises**, watercourse or body of water, whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control;
3. removal of any risk of an adverse effect on human health on **Your** land, **Premises**, watercourse or body of water, whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control;
4. costs in achieving an improvement or alteration in the condition of the land, atmosphere, watercourse or body of water, beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences;
5. costs for prevention of imminent threat of **Environmental Damage** where such costs are incurred without there being **Pollution or Contamination** caused by a sudden, identifiable, unintended and unexpected incident;
6. costs for the reinstatement or reintroduction of biota special species and natural habitats; and
7. fines or penalties of any kind.
8. The first 10% of each and every **Remediation** and **Clean Up** costs subject to a minimum of contribution by **You** of £500 up to a maximum of £5,000
9. liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**
 - (c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
10. liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories

Indemnity to Principals

We will, at **Your** request, indemnify any principal to the extent required by a contract between **You** and the principal, in respect of legal liability arising from the performance of work by **You** for such principal.

Provided that:

1. **We** shall retain sole conduct and control of any claim; and
2. the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply.

Indemnity to Others

We will indemnify:

1. **Your** personal representatives in the event of **Your** death, but only in respect of legal liability incurred by **You**;
2. if **You** so request:
 - a) any of **Your** directors, partners or **Employees**, while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**;
 - b) any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the **Policy**, in so far as it can apply.

Section 6 – Public and Products Liability – Continued

Leased or Rented Premises

Exclusion 4 of this Section shall not apply to legal liability for **Damage** to any **Premises** (including their fixtures and fittings) leased, rented or hired, to **You** provided that the indemnity provided by this Section shall not apply to **Damage** by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

Member to Member Liability

The indemnity provided by this Section is extended to indemnify any member of **Your** sports or social organisations, in respect of legal liability for **Bodily Injury** or **Damage** to **Property**, sustained by fellow members of such organisations while engaged in the activities of such organisations.

Motor Contingent Liability

Notwithstanding Exclusion 5 under this Section, the indemnity provided by this Section extends to indemnify **You** against legal liability arising out of the use in the course of the **Business** of any motor vehicle which is not the **Property** of, nor provided by, **You**.

Property Owners Liability

We will indemnify **You** against all sums which **You** shall become legally liable to pay as damages and cost and expenses for accidental **Bodily Injury** to any person or **Damage** to material property occurring during the **Period of Insurance** and arising from:

1. **Your** ownership of:
 - a) the **Buildings**
 - b) the land on which the **Buildings** that **You** own stand
 - c) any grounds adjacent to, belonging to and used in connection with the **Buildings** that **You** own
2. **Your** inspection, security, repair and maintenance of the **Buildings** that **You** own, its land and adjacent grounds

Our liability under this Extension for all damages and cost and expenses payable in respect of any one occurrence or in the aggregate in respect of a series of occurrences arising out of any one original cause is stated in the **Schedule** applicable to this **Policy**.

We shall not be liable for any legal liability caused by or arising from:

1. the amount of **Excess** shown in the **Schedule** in respect of each claim for **Damage** to material property
2. Liability arising directly or indirectly from:
 - a) an agreement unless liability would have existed without the agreement
 - b) **Damage** to property belonging to **You** or held in trust by **You** or in **Your** custody or control
 - c) occupation of the **Premises**
 - d) accidental **Bodily Injury** to any **Employee**.
3. Liability for:
 - a) costs of remedying any **Damage** or defect in **Premises** disposed of by **You**
 - b) fines, penalties or punitive, exemplary, aggravated or multiplied damages
 - c) liquidated damages
 - d) which **You** are entitled to indemnity from any other policy or source.

Section 6 – Public and Products Liability – Continued

Libel and Slander

We will pay all amounts which **You** become legally liable to pay as damages in respect of any claim made during the **Period of Insurance** for:

1. Libel, slander of title, slander of goods, passing off, infringement of trademark or registered design or patent right or infringement of copyright arising from matter contained in a publication;
2. Slander; committed by **You** or on **Your** behalf in connection with **Your Business**.

Our liability inclusive of all costs and expenses payable under this Section in respect of any one **Event** or series of **Events** arising out of any one **Occurrence** shall not exceed £250,000 inclusive of all costs and expenses and in the aggregate in any one **Period of Insurance** but excluding:

1. The first £250 of any claim;
2. Any legal action brought against **You** in any court of law outside the **Territorial Limits** or by any claimant living outside the **Territorial Limits**;
3. Any unauthorised or malicious access, alteration or intrusion to computer systems;

Malicious falsehood or injurious falsehood.

Hirer of the Premises

We will indemnify the **Hirer** in respect of all sums which the **Hirer** may become legally liable to pay as damages in respect of:

1. **Bodily Injury** to any person other than an **Employee** of the **Hirer** if such injury arises out of and in the course of the employment by the **Hirer**;
2. **Damage** to the **Premises** or the **Contents** of the **Premises** which attaches to the **Hirer** solely by reason of the a tenancy, rental or other contract.
3. **Damage** to other **Property** not belonging to nor in the custody or control of the **Hirer** or any person in the **Hirer's** service, occurring during the period of the hire out of the activities of the **Hirer** at the **Premises**.

Our liability shall not exceed £1,000,000 for any one claim in respect of legal liability

In addition to the limit of indemnity **We** will pay costs and expenses.

Provided that:

1. There is in force prior to the use of the **Premises** a tenancy, rental or other contract between **You** and the **Hirer** concerning the use of the **Premises**.
2. Each **Hirer** shall observe, fulfil and be subject to the terms and conditions of this cover insofar as they can apply.
3. The conduct and control of claims to which this cover applies is vested in **Us**.
4. The **Hirer** shall not be using the **Premises** for commercial purposes.

For the purpose of this extension a **Hirer** means a non-commercial organisation or individual person.

We shall not indemnify the **Hirer** in respect of:

1. the cost of rectifying defective work carried out by or on behalf of the **Hirer**;
2. the cost of replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of any goods or **Property** sold or supplied by the **Hirer** or damage to the goods or **Property** itself;
3. the first £250 of each and every claim for damage to the **Premises** or **Property** caused other than by fire or explosion;
4. any amount in respect of:
 - a) liquidated damages, fines or penalties which attach solely because of a contract or agreement;
 - b) exemplary or punitive damages;

Section 6 – Public and Products Liability – Continued

5. liability arising from the ownership or possession or use by on behalf of the Hirer or any person entitled to indemnity under this extension of any mechanically propelled motor vehicle or any attached trailer (or broken away after attachment) which is licensed for road use and for which compulsory insurance or security is necessary by virtue of the Road Traffic Acts;
6. liability arising out of the use of the premises for:
 - a) any meetings organised by any political party;
 - b) commercial or business use;
7. liability caused by products including containers, packaging, labelling and instructions sold, supplied, repaired, altered, treated, erected or installed by the **Hirer**;
8. liability in respect of **Pollution** or **Contamination** other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**;
9. liability arising out of professional advice, design or specification provided by the **Hirer** or anything used or supplied in such connection.
10. liability where the **Hirer** has a public liability policy in force covering their activities

Section 7 – Personal Accident

Insuring Clause

If any **Insured Person** while engaged in **Your Business** sustains **Accidental Bodily Injury** caused during the **Period of Insurance**:

1. Which within 24 months is the sole cause of death or disablement, **We** will pay a benefit as stated in the Table of Benefits; and
2. As a result incur medical expenses, being the cost of medical, surgical, dental or nursing expenses or appliances, given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges necessarily incurred in the treatment of the injured person, **We** will pay up to £5,000 for any claim for any one person; and
3. As a result needs in-patient hospital treatment, **we** will pay a benefit of £25 for each complete period of 24 hours stay in hospital up to £250 for any claim for any one person.

Table of Benefits

- | | |
|--------------------------------|---|
| 1. Death | £10,000 |
| 2. Permanent total disablement | £10,000 |
| 3. Temporary total disablement | £100 per week, up to a maximum of 104 weeks |

Definitions

(**You** should also refer to the *General Definitions*).

The following definitions apply to Section 7 and shall keep the same meaning wherever they appear below unless alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **Policy Definitions** the definitions in Section 7 shall prevail.

Insured Person

You and any director, trustee, partner, manager, officer committee member, governor, **Employee** or any other person agreed with **Us**

Loss of Hearing

Total loss of hearing which has lasted 3 consecutive months and is at the end of the period beyond hope of improvement.

Loss of Limb

Total loss by physical severance or permanent loss of use of an entire hand or arm or an entire foot or leg.

Loss of Sight

Total loss of sight in an eye which has lasted 3 consecutive months and is at the end of that period beyond hope of improvement.

Permanent Total Disablement

1. The permanent loss of use of one or more entire hand or foot;
2. The total and irrecoverable loss of sight in one or both eyes;
3. The total and irrecoverable loss of speech or hearing;
4. Permanent total disablement not resulting from 1, 2 or 3 above preventing all gainful employment or occupation

Temporary Total Disablement

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

Usual Occupation

The tasks, duties and other functions, which **You** normally pay the **Insured Person** to perform in connection with **Your Business**.

Accidental Bodily Injury

Accidental, violent, external and visible means or unavoidable exposure to the elements.

Section 7 – Personal Accident – Continued

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

Pollution or Contamination

(a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere and

(b) All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination arising from any **Pollutant**.

Basis of Settlement

We will pay the amount of benefit as shown in the schedule to the **Insured Person** or their legal personal representative.

1. Only one of benefits 1 and 2 will be payable for the **Insured Person** for any one accident or for the same period of disablement;
2. In the event of a claim under benefit 2 the **Policy** will cease to apply to the injured person concerned;
3. If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2;
4. Under benefit 3 **We** may make monthly payments on account;
5. **We** will not pay benefits for the same **Injured Person** under more than one Section of this **Policy** for any one occurrence. The Section that provides the greatest benefit will apply.

The injured person will, if required by **Us**, submit to a medical examination at **Our** expense in connection with any claim.

Exclusions

*(**You** should also refer to the General Exclusions).*

Accidental Bodily Injury:

1. Consisting solely of illness, disease or disorder;
2. To any person whose age is under 16 or more than 85 years at the time of the **Accidental Bodily Injury**;
3. Sustained outside the **Territorial Limits**;
4. Arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition;
5. Caused by **You** or any partner, director or **Employee**:
 - a) Engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling;
 - b) Committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life;
 - c) Being under the influence of intoxicants or drugs unless under medical supervision;
 - d) Being pregnant or giving birth;
 - e) Serving in the armed forces;
 - f) resulting from any accident in connection with:
 - i. Powered woodworking machinery other than portable hand tools;
 - ii. The use of scaffolding, other than tower scaffolding, unless professionally erected;
 - iii. Tree felling and the lopping and topping of trees, unless such work is within the scope of the ordinary domestic gardener and there is no use of chainsaws.
6. resulting from or in connection with **Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. If **We** allege that by reason of this exclusion any claim is not covered by this Section the burden of proving the contrary shall be upon **You**.

Section 7 – Personal Accident – Continued

For the purpose of this exclusion 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 also excludes **Accidental Bodily Injury**, 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 the above.

If **We** allege that by reason of this exclusion, **Accidental Bodily Injury**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect

Insuring Clause

We will indemnify **You** against all loss **You** may sustain during the indemnity period due to the reduction in **Your** revenue at the premises in consequence of the **Loss of Licence**.

Provided that:

1. If within 36 months of forfeiture, suspension or withdrawal the **Business** and/or the **Premises** are sold, the amount payable by **Us** shall be the reduction in the value of the **Business** and/or the **Premises** in consequence thereof, less any sum already paid by **Us** in connection with such forfeiture, suspension or withdrawal;
2. **Our** liability shall not exceed the **Sum Insured** stated in the Schedule in any one **Period of Insurance**.

Definitions

(**You** should also refer to the *General Definitions*).

The following definitions apply to Section 8 and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **Policy** Definitions the definitions in Section 8 shall prevail.

Designated Premises

The **Premises** as stated in the **Schedule**.

Supervisor

Any person holding a **Personal Licence** specified as such in the **Premises Licence**.

Premises Licence

A premises licence or a qualifying club premises certificate as defined under the Licensing Act 2003.

Personal Licence

A personal licence as defined under the Licensing Act 2003.

Loss of Licence

Forfeiture, suspension or withdrawal of any **Premises Licence** required to conduct **Your Business** under the provisions of legislation governing such licences or the refusal to renew the licence after due application to the appropriate licencing authority during the **Period of Insurance**.

Section 7 – Personal Accident – Continued

Special Conditions

You shall give **Us** notice immediately on becoming aware of:

1. Any notice, caution or complaint against the **Premises** or the control of the business at the **Premises** or against any licence holder, manager, tenant, **Designated Premises Supervisor** or any other occupier of the **Premises**;
2. Legal proceeding against or conviction of any licence holder, manager, tenant, **Designated Premises Supervisor** or any other occupier of the **Premises** for any breach of licencing laws or any other circumstances whereby the character or reputation of the person is affected or called into question in respect of their honesty, moral standing or sobriety;
3. Other circumstances which may result in a claim being made;
4. Objection to renewal or any other circumstance which might prejudice renewal of the licence;
5. Transfer, surrender or proposed transfer or surrender of the **Premises Licence**;
6. Change in the management or tenancy of the **Premises**;
7. Alteration in the **Business** at the **Premises**

Section 8 – Loss of Licence

8. A **Loss of Licence** or lapsing of, or refusal to renew the **Premises Licence** or any circumstances likely to prejudice continuance of the **Premises Licence**. In this circumstance **You** must give **Us** notice as soon as possible thereafter provide a written statement substantiating the claim together with such documents, statements and accounts that we may reasonably require.
9. Any death, insolvency or incapacity of, or the conviction or absconding of any licence holder, manager, tenant, **Designated Premises Supervisor** or other occupier of the **Premises**. In this circumstance **You** shall at **Our** request take all reasonable practicable steps to secure a replacement for such person, such replacement being acceptable to the licencing authorities, or any other like authority governing the transfer of the **Premises Licence**.

In the event of **Loss of Licence** or lapsing of **Premises Licence** you shall:

1. Give **Us** all necessary assistance to appeal against such **Loss of Licence** or lapsing of the **Premises Licence**.
2. If practicable and if required by **Us**, apply for the grant of a new licence for the same or for alternative **Premises** to enable the continuance of **Your Business**.

Exclusions

(**You** should also refer to the *General Exclusions*).

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

1. Any loss for which **You** are entitled to obtain compensation under the provision of any statute following refusal to renew the **Premises Licence**.
2. Any loss arising from the alteration of the law governing the grant, renewal, transfer, surrender, forfeiture, suspension or withdrawal of the **Premises Licence** after the commencement of the **Period of Insurance**, unless **we** confirm in writing that this clause will continue to apply after such alteration.
3. Forfeiture, suspension, withdrawal or lapsing of the **Premises Licence** as a result of:
 - a) Actual or proposed compulsory acquisition of the **Premises**;
 - b) Any scheme of town or country planning, improvement or redevelopment failure, other than for good cause, to keep the **Premises** open during the permitted hours;
 - c) Failure to comply with any direction or requirement of licencing authorities or any other like authority;
 - d) Failure to maintain the **Premises** in good sanitary and general repair;
 - e) Alteration of the **Premises** without the consent of the appropriate authority;
 - f) The death or insolvency of the licence holder;
 - g) The licence holder being declared mentally incapable;
 - h) The **Designated Premises Supervisor** losing their **Personal Licence**;
 - i) The failure to notify the authorities about changes to the operating schedule.
4. Forfeiture, suspension, withdrawal or lapsing of the **Premises Licence** occasioned, wholly or in part, by any act or omission by **You** an **Employee** or by **Your** failure to take all reasonable action to maintain the **Premises Licence** in force.
5. Forfeiture, suspension or withdrawal of the **Premises Licence** following police objections, unless the **Premises Licence** is subsequently withdrawn by the licencing authorities.

Section 9 – Cancellation and Abandonment

Insuring Clause

We will indemnify **You** for net ascertained loss of expenses and/or commitments sustained or incurred by **You** following **Cancellation** or **Abandonment** of the insured event as specified on the **Schedule** for any reason beyond **Your** control up to the limit of indemnity specified.

Definitions

*(**You** should also refer to the General Definitions).*

The following definitions apply to Section 9 and shall keep the same meaning wherever they appear below unless an alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **Policy** Definitions the definitions in Section 9 shall prevail.

Abandonment

The inability to complete an event once commenced.

Agreement

The contract between **You** and the **Hirer** concerning the use of the **Premises**.

Cancellation

The inability to proceed with an event prior to commencement and which cannot be postponed.

Special Conditions

It is a condition that:

1. There are no circumstances known or suspected by **You** at the inception of this Section which are likely to give rise to a claim under this Section;
2. Terms are agreed, contracts signed by both parties and cover is in force 7 days prior to the start date of the event;
3. In any claim and/or action, proceeding or suit to enforce a claim for loss under this Section the burden of proving that the loss is recoverable and that no condition has been breached and that no exclusion applies shall fall to **You**.

Exclusions

*(**You** should also refer to the General Exclusions).*

This **Policy** does not cover losses arising directly or indirectly from:

1. Financial failure of the event;
2. Insolvency or financial default;
3. Lack of sales or shortage of receipts;
4. Lack of support;
5. Losses recoverable under any other circumstances;
6. Non-appearance of individual members, participants, exhibitors, exhibits, players or guests.

Section 10 – Fidelity Guarantee

Insuring Clause

We will indemnify **You** up to the amount as stated in the **Schedule** in the event of **You** sustaining any loss of **Money** or other property belonging to **You** or for which **You** are legally responsible during the **Period of Insurance** occurring as a direct result of any act of fraud or dishonesty committed by any **Employee** acting alone or in collusion with others.

Provided that such loss is discovered not more than 24 months after the termination of this Section or the termination of employment of the **Employee** involved in the loss whichever occurs first.

Special Conditions

You are required as a **Condition Precedent** to **Our** liability to comply with the following best practice requirements:

1. At least two written references must be obtained for all new **Employees**, to cover a minimum period of two years immediately preceding their employment, and copies or notes of all such references are to be retained.
2. All cash book entries or other records of money, including cash or any other negotiable instruments representing money or property, are reconciled and balanced at least monthly with a check of receipts and vouchers, independently of **Employees** involved in the original transactions.
3. All statements of accounts are issued at least monthly and directly to customers independently of **Employees** receiving or collecting payment.
4. Any transaction with a value of over £5,000 requiring a validation by signature must have at least two manually inserted signatures.
5. All fund transfer instructions are segregated so that at least two **Employees** are required to issue each fund transfer instruction or any amendment.
6. Accounts are audited or independently examined annually.
7. All **Money** received to be paid into the bank accounts of the **Business** within three working days.
8. If **You** have any stock, a full stock-take must be taken independently of any **Employee** normally involved with stock control, on a twice yearly basis.
9. The payment for goods or services shall involve the authorisation by an **Employee** not involved with the commissioning or ordering of those goods or services.

Exclusions

(**You** should also refer to the *General Exclusions*).

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

1. Consequential loss of whatsoever nature or loss of interest.
2. Loss caused by any act of any **Employee** committed prior to the date on which the **Employee** enters into a contract of service or apprenticeship with **You**.
3. Loss where **You** continue to entrust the defaulting **Employee** with **Money** or goods after becoming aware of any material fact bearing on the honesty of said **Employee**.
4. Any change in the nature of **Your Business** unless such change is agreed by **Us** in writing.
5. Any unexplained shortages.
6. Any inventory shortages

Extensions

Auditor's Fees

We will indemnify **You** in addition to the limit of indemnity in respect of auditor's and other professional fees incurred by **You** with **Our** consent solely for the purpose of submitting and quantifying a loss under this Section.

Section 10 – Fidelity Guarantee – Continued

Automatic Reinstatement of Limit of Indemnity

Upon discovery of a loss leading to a valid claim under this Section the limit of indemnity will be reinstated by the amount of such loss as subsequently ascertained.

Provided that:

1. The amount by which the limit of indemnity is reinstated will only apply to acts of fraud or dishonesty committed subsequent to the date of such reinstatement; and
2. **You** will pay any additional premium required by **Us**.

Previous Insurance

If this Section immediately supersedes a fidelity insurance effected by **You** (the "Superseded Insurance") **We** will indemnify **You** in respect of any loss discovered during the continuation of this Section but committed during the continuation of the Superseded Insurance if the loss is not recoverable under such Superseded Insurance solely because the period allowed for discovery has expired.

Provided that:

1. Such Superseded Insurance had been continuously in force from the time of the loss until inception of this Section;
2. The loss would have been insured by this Section had it been in force at the time of the loss;
3. **Our** liability shall not exceed whichever is the lesser of:
 - a) The amount recoverable under the Superseded Insurance in force at the time of the loss; or
 - b) The limit of liability under this Section:

In any event **Our** total liability in respect of any one or more acts of any one or more **Employees** acting alone or in collusion with others continuing through both the term of the Superseded Insurance and the continuation of this Section shall not exceed the limit of liability stated in the **Schedule**.

Re-writing of Records

We will indemnify **You** in respect of the reasonable cost of re-writing or amending the software programs or systems to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems the subject of a claim for which liability is admitted under this Section.

Unidentified Employee(s)

This Section extends to indemnify **You** in the event that a loss is alleged to have been caused by the dishonest, fraudulent or criminal act of one or more **Employees** and **You** are unable to specify the person or persons concerned but can establish that the loss is otherwise a valid claim hereunder. This indemnity shall not be operative in respect of any loss sustained by **You** arising out of an inventory shortage.

Section 11 – Trustees and Directors Liability

Insuring Clause

We will pay all amounts for any **Claim Made** which:

1. A **Trustee or Director** becomes legally liable to pay as damages and costs and expenses arising from any **Wrongful Act**;
2. Would be covered under 1 above but which the charity becomes legally liable or obliged to pay to indemnify the **Trustee or Director** by reason of any indemnity clause in **Your** governing documents arising from any **Wrongful Act**;
3. The **Charity** becomes legally liable to pay as damages and costs and expenses arising from any **Wrongful Act**. This cover does not apply where the **Charity** is an unincorporated association and indemnity is claimed under 1 above;
4. The **Trustee or Director** or **Charity** becomes legally liable to pay as a result of **Damage** to documents, provided that the **Damage**:
 - a) Occurs while documents are held by or are being sent to or from the **Charity**, their agent or any **Trustee or Director** or **Employee**; and
 - b) is discovered during the **Period of Insurance**.

We will also pay any reasonable cost incurred by the **Trustee or Director** or **Charity** in restoring or replacing documents.

The most **We** will pay under 1 to 4 above for all claims made in any one **Period of Insurance**, including costs and expenses agreed by **Us** is the amount stated in the **Schedule**.

Legal Representatives

We will pay all amounts which the estate, heirs, legal representatives or assignees of a **Trustee or Director** become legally liable to pay as damages and costs and expenses as a result of the death, incompetency, incapacity, bankruptcy or insolvency of the **Trustee or Director** provided that a claim made for such liability upon **You** would have been covered under this Section

Definitions

*(**You** should also refer to the General Definitions).*

The following definitions apply to Section 11 and shall keep the same meaning wherever they appear below unless alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **Policy** Definitions the definitions in Section 11 shall prevail.

Charity

A registered or recognised charity or organisation holding charitable status, a volunteer organisation, a not-for-profit company, a company limited by guarantee, a Charitable Incorporated Organisation (CIO), a Community Interest Company (CIC) or a social enterprise the purposes and objectives for which are recognised as charitable in law and are for the public benefit.

Trustee or Director

Any natural person who was, is or becomes a trustee, an officer, a governor, a director, a member of a committee of management, a shadow or de facto director or an **Employee** acting in a managerial or supervisory capacity of the **Charity**.

Wrongful Act

Any actual or alleged breach of trust, breach of duty, breach of warranty or authority, breach of statutory law, omission, neglect, error, misstatement, misleading statement, defamation, wrongful trading or any other act wrongfully committed or attempted by any **Trustee or Director** when carrying out their duty as a **Trustee or Director** of the **Charity**.

Section 11 – Trustees and Directors Liability – Continued

Claim Made

Any claim notified to **Us** or any circumstance that may give rise to a claim that you discover and notify to us during the **Period of Insurance**.

Basis of Settlement

Unless otherwise stated, the most **We** will pay for all claims made in any one **Period of Insurance**, including costs and expenses, is the limit of indemnity as shown in the **Schedule** in total to all parties.

Exclusions

(**You** should also refer to the *General Exclusions*).

We will not indemnify **You** for loss directly or indirectly arising from:

1. damages and costs and expenses covered elsewhere in this **Policy** or by any other policy or indemnity;
2. An agreement unless liability would have existed without the agreement;
3. Goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by **You**;
4. Any **Bodily Injury** to any person;
5. **Damage** (except to the extent insured under 4 above of this Section) or the loss of use of any tangible property;
6. Any **Trustee or Director** acting in the capacity as a trustee or administrator of a pension, retirement, superannuation, profit share or any other **Employee** benefit scheme or programme;
7. Any legal proceedings initiated by or on behalf of any **Trustee or Director**, or any other person or entity with a financial, managerial or executive interest in the **Charity**;
8. Pollution, contamination or seepage (except to the extent insured under the Pollution, Contamination and Seepage extension to this Section);
9. Any defamation resulting from printer's errors;
10. Any actual or alleged breach of statutory employment regulation, discrimination, harassment, retaliatory treatment or breach of any obligation to any former, present or prospective **Employee**;
11. Any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance;
12. Any infringement of intellectual property rights, copyright, patent, trademark, moral rights, database rights or design, or act of passing-off;
13. Any **Trustee or Director** acting in any capacity as external auditor, liquidator, receiver, administrator or administrative receiver;
14. Any provision of advice, counselling, design, formula, pastoral care, specification or other professional service;
15. Any breach of professional duty owed;
16. Medical malpractice;
17. Any trading losses, liabilities or debts;
18. Or resulting from the charities involvement in a joint venture or consortia, other than where the claim made arises from the **Wrongful Act** of a **Trustee or Director** employed by the joint venture or consortia at **Your** request;
19. Any legal action brought outside **Territorial Limits**;
20. Any **Wrongful Act** committed by a trustee, director or employee of a charity, company or other organisation which has merged with the **Charity** when the **Wrongful Act** giving rise to the claim made occurred prior to the merger;
21. Any:
 - a) Personal guarantee or assurance **You** give to anyone (other than **Your** assurance that **You** have authority to do something); or
 - b) Agreement that **You** shall pay any penalty or fixed sum of money to anyone unless **You** would still be legally liable even if that guarantee, assurance or agreement did not exist;
22. Fines, penalties or punitive, exemplary, aggravated or multiplied damages;
23. Liquidated damages;

Section 11 – Trustees and Directors Liability – Continued

24. Indemnity to any **Trustee or Director** or their liability for any claim made for loss directly or indirectly arising from:
 - a) The consequences of any circumstances known to that **Trustee or Director** at the commencement of this cover which may have given rise to a claim made;
 - b) That **Trustee or Director** receiving any remuneration, profit or advantage to which the **Trustee or Director** were not legally entitled;
 - c) Any actual dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission of that **Trustee or Director**;
 - d) Any **Wrongful Act** which that **Trustee or Director** knew to be a **Wrongful Act** or which was committed by that **Trustee or Director** in reckless disregard of whether it was a **Wrongful Act** or not;
 - e) Any defamation which that **Trustee or Director** knew, or ought to have known was defamatory;
25. Liability where the **Wrongful Act** occurred prior to the retroactive date (if applicable) stated on the **Schedule**
26. The amount of any excess as stated in the **Schedule**.

Extensions

Emergency Costs and Expenses

In the event **You** are unable to contact **Us** to obtain consent to authorise costs and expenses following a claim made, **We** agree to reimburse **You** for emergency costs and expenses incurred up to the limit stated in the **Schedule**.

Extended Reporting Period

If **We** or **You** cancel (other than for non-payment of premium) this section or **We** refuse to offer renewal and **You** do not replace the cover by any other similar policy with another insurer then **You** shall be entitled to an extension of the expiring period of cover, as stated in the **Schedule**, in respect of claims made after the effective date of such cancellation or refusal to renew, provided that:

1. written notice is given to **Us** within 15 days of the effective date of cancellation or non-renewal of this Section;
2. payment of any additional premium is made to **Us** within 30 days of the effective date;
3. the claim made arises from a **Wrongful Act** prior to the date of cancellation or refusal to renew.

The offer by **Us** of terms, conditions or limits of indemnity that differ from those of the expiring **Period of Insurance** shall not constitute a refusal to renew.

Investigation Costs

We will pay all reasonable representation costs which are incurred by the **Charity** or any **Trustee or Director** for any investigation, constituted hearing, tribunal or proceedings instigated by the Charity Commission or other regulatory body.

The most **We** will pay is stated in the **Schedule** in any one **Period of Insurance**.

Pollution, Contamination or Seepage

We will pay all amounts for any claim made which:

1. A **Trustee or Director** becomes legally liable to pay as environmental defence costs arising from any **Wrongful Act**;
2. Would be covered under a. above but which the charity becomes legally liable or obliged to pay to indemnify the **Trustee or Director** for environmental defence costs by reason of any indemnity clause in **Your** governing documents arising from any **Wrongful Act**;
3. The **Charity** becomes legally liable to pay as environmental defence costs arising from any **Wrongful Act**.

But excluding:

1. Fines or penalties of any kind;
2. Any **claim** made for loss directly or indirectly arising from pollution, contamination or seepage of any kind, other than to the extent of the environmental defence costs.
3. Cover where the **Charity** is an unincorporated association and indemnity is claimed under a. above.

The most **We** will pay in any one **Period of Insurance** is stated in the **Schedule**.

Section 11 – Trustees and Directors Liability – Continued

Retired and Former Trustees and Directors

In the event of this Section being cancelled by **You**, **We** will continue to accept a claim made by **You** for a period of up to 6 consecutive years from the date of cancellation in respect of all amounts for which a retired **Trustee or Director** becomes legally liable to pay for a **Wrongful Act** that occurred prior to the date of his or her retirement and provided that the **Trustee or Director** retired before the date of cancellation of this Section.

For the purpose of this extension only, claim made relates to a claim made within the period of the 6 years extension and not to the **Period of Insurance** stated in the **Policy** definition.

But excluding:

1. Any liability of the **Charity**;
2. Indemnity provided by any other insurance.

Spouses

We will pay all amounts which the spouse, common law spouse or civil partner of a **Trustee or Director** becomes legally liable to pay as damages and costs and expenses solely by reason of the legal status of that spouse, common law spouse or civil partner and that by operation of law such liability is transferred or imputed to that spouse, common law spouse or civil partner, provided that a claim made for such liability upon **You** would have been covered under this Section.

Welcome to DAS

The insurance provided under this Section is administered and underwritten by DAS Legal Expenses Insurance Company Limited (**DAS**). The legal advice service is provided by DAS Law Limited and/or a **Preferred Law Firm** on behalf of **DAS**.

For the purposes of this Section only this insurance is a contract between **You** and **DAS**.

To make sure that **You** get the most from **Your DAS** cover, please take time to read this Section which explains the contract between **You** and **Us**. Please take extra care in following the procedures throughout the policy and in particular those applying to the Employment Compensation Awards cover.

Helping You with Your Legal Problems

If **You** wish to speak to **Our** legal teams about a legal problem, please phone **Us** on **0330 024 2364**. **We** will ask **You** about **Your** legal issue and if necessary call back to give legal advice.

Making a Claim

If **Your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this Section, phone **Us** on **0330 024 2364** and **We** will give **You** a reference number. At this point **We** will not be able to tell **You** whether the claim is covered or not but **We** will pass the information **You** have given **Us** to **Our** claims handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **We** have agreed that **You** should do so. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **Your** own use. Contact DAS at employmentmanual@das.co.uk with **Your** email address, quoting **Your** policy number and they will contact **You** by email to inform **You** of future updates to the information.

Section 11 – Trustees and Directors Liability – Continued

DAS Business Law

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

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **You** keep **Your Business** one step ahead. To access DASbusinesslaw, **You** will need to register at www.dasbusinesslaw.co.uk, using **Your DAS** policy number as below.

When registering, please enter the following code which will provide **You** with access to a range of free documents: **DAS472301**.

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

Section 12 – Commercial Legal Expenses

Definitions

(**You** should also refer to the General Definitions)

The following definitions apply to Section 12 and shall keep the same meaning wherever they appear below unless alternative definition is stated to apply. In the case of any conflict between the definitions in this Section and the **Policy** Definitions the definitions in Section 12 shall prevail.

Appointed Representative

The **Preferred Law Firm**, law firm, **Tax Consultancy**, accountant or other suitably qualified person **We** will appoint to act on the **Insured Person's** behalf.

Costs and Expenses

- (a) All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**
- (b) 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.

Countries Covered

- (a) For insured incidents Legal Defence (excluding 5. Statutory Notice Appeals and 7. Disciplinary Hearings), 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
- (b) For all other insured incidents:
The United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

DAS Standard Terms of Appointment

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

Date of Occurrence

- (a) For civil cases (other than under insured incident Tax protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.)
- (b) For criminal cases, the date the **Insured Person** began, or is alleged to have begun to break the law
- (c) For insured incident Statutory Licence Appeal, the date when **You** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration
- (d) For insured incident Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies **You** of its intention to carry out an enquiry. For **VAT Dispute** or **Employer Compliance Disputes**, the date the dispute arises during the **Period of Insurance** following the issue of an assessment, written decision or notice of a civil penalty
- (e) For insured incident Legal Defence 5. Statutory Notice Appeals, the date when the **Insured Person** is issued with the relevant notice and has the right to appeal.
- (f) For Insured Incident Legal Defence 7. Disciplinary Hearings, the date the **Insured Person** first became aware of the formal investigation or disciplinary hearing against them.

Section 12 – Commercial Legal Expenses – Continued

Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning **Your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Insured Person

You and the directors, partners, managers, **Employees** and any other individuals declared to **Us** by **You**.

Period of Insurance

The period for which **We** have agreed to cover the **Insured Person**.

Reasonable Prospects

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

Tax Enquiry

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

- (a) includes a request to examine any aspect of **Your** books and records; or
- (b) advises of a check of **Your** whole tax return

VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **Your** VAT affairs.

We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

Our Agreement

We agree to provide the insurance described in this Section for **You** (or where specified, the **Insured Person**) in respect of any insured incident arising in connection with the **Business** shown in the **Schedule**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section provided that:

- (a) **Reasonable Prospects** exist for the duration of the claim
- (b) the **Date of Occurrence** of the insured incident is during the **Period of Insurance**, or
- (c) during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - i) the previous legal expenses insurance policy required **You** to report claims during its currency
 - ii) **You** could not have notified a claim previously as **You** could not have reasonably been aware of the insured incident
 - iii) cover has been continuously maintained in force
 - iv) **We** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
 - v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or **Your** previous policy

Section 12 – Commercial Legal Expenses – Continued

- (d) any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**, and
- (e) the insured incident happens within the **Countries Covered**.

What We will pay

We will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any compensation awards that **We** have agreed to, provided that:

1. the most **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the Limit of Liability in the policy **Schedule**.
2. the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm or Tax Consultancy**. The amount **We** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time
3. in respect of an appeal or the defence of an appeal, **You** must tell **Us** within the time limits allowed that **You** want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist
4. for an enforcement of judgment to recover money and interest due to **You** after a successful claim under this Section **We** must agree that **Reasonable Prospects** exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award, and
6. in respect of Legal Defence 6. Jury Service and Court attendance the maximum **We** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is absent from work less any amount **You**, the court or tribunal pays.

What We will not pay

1. In the event of a claim, if **You** decide not to use the services of a **Preferred Law Firm or Tax Consultancy**, **You** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **Us**.
2. The total of the compensation awards payable by **Us** 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 (including VAT). If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your** claim could be withdrawn.

Section 12 – Commercial Legal Expenses – Continued

Insured Incidents

Employment Disputes and Compensation Awards

1. Employment Disputes

We will pay **Costs and Expenses** to defend **Your** legal rights:

- (a) before the issue of legal proceedings in a court or tribunal:
 - (i) following the dismissal of an **Employee**; or
 - (ii) where an **Employee** or ex-**Employee** has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; 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 **You**; or
 - (ii) an alleged breach of the statutory rights of an **Employee**, ex-**Employee** or prospective **Employee** under employment legislation.

We will not pay for any claim relating to the following:

- 1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this Section:
 - (a) any dispute where the originating cause of action arises within the first 90 days of the commencement of this Section;
 - (b) any dispute with an **Employee** who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Section if the **Date of Occurrence** was within the first 180 days of the commencement of this Section;
 - (c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this Section.
- 2. damages for personal injury or loss of or damage to property.

2. Compensation Awards

We will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation following a breach of **Your** statutory duties under employment legislation in respect of a claim **We** have accepted under insured incident 1 Employment Disputes and Compensation Awards.

Provided that:

- (a) in cases relating to performance and/or conduct, **You** have throughout the employment dispute either:
 - i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - iii) sought and followed advice from **Our** legal advice service.
- (b) for an order of compensation following **Your** breach of statutory duty under employment legislation **You** have at all times sought and followed advice from **Our** legal advice service since the date when **You** should have known about the employment dispute

Section 12 – Commercial Legal Expenses – Continued

- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **You** have sought and followed advice from **Our** Claims Department before starting any redundancy process or procedure with **Your** Employees
- (d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**.

Please note that the total of compensation awards payable by **Us** is £1,000,000 in any one **Period of Insurance**.

We will not pay for:

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 **You** have 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. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

3. Employee Civil Legal Defence

Costs and Expenses to defend the **Insured Person's** (other than **You**) legal rights if an event arising from their work as an **Employee** 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 **Your Employees**.

Please note that **We** will only provide cover for an **Insured Person** (other than **You**) at **Your** request.

4. Service Occupancy

Costs and Expenses to pursue a dispute with an **Employee** or ex-**Employee** to recover possession of premises owned by, or for which **You** are responsible.

We will not pay for any claim relating to defending **Your** 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.

We will not pay for any claim relating to:

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
2. prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle

Section 12 – Commercial Legal Expenses – Continued

2. Criminal Prosecution Defence

Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction.

We will not pay for a claim relating to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Provided that, for claims relating to the Health and Safety at Work etc Act 1974 the **Countries Covered** shall be any place where the Act applies.

Please note **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see **Our Agreement**, page 69.

3. Data Protection

If civil action is taken against the **Insured Person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by;

- (a) An individual. **We** will also pay any compensation award in respect of such a claim.
- (b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **We** will not pay any compensation award in respect of such a claim.

Provided that:

In respect of 3(a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **Us**.

Please note that **We** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Exclusions, 3.

We will not pay for any claim relating the following:

1. the loss, alteration, corruption or distortion of, or damage to stored personal data, or
2. a reduction in the functionality, availability, or operation of stored personal data

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

4. Wrongful Arrest

If civil action is taken against **You** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**.

5. Statutory Notice Appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **Your Business**.

We will not pay for:

1. an appeal against the imposition or terms of any Statutory Notice issued in connection with **Your** licence, mandatory registration or British Standard Certificate of Registration
2. a Statutory Notice issued by an **Insured Person's** regulatory or governing body.

Section 12 – Commercial Legal Expenses – Continued

6. Jury Service and Court Attendance

An **Insured Person's** absence from work:

- (a) to perform jury service
- (b) to attend any court or tribunal at the request of the **Appointed Representative**.

The maximum **We** will pay is the **Insured Person's** net salary or wages for the time that they are absent from work less any amount **You**, the court or tribunal, have paid them.

7. Disciplinary Hearings

If an event results in a disciplinary case brought against the **Insured Person** by the relevant authority.

Provided that, for each of the above sections of **Legal Defence** cover **You** request **Us** to provide cover for the **Insured Person**.

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.

We will not pay for any claim relating to:

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 **You** or on **Your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (a) the amount in dispute exceeds £500 (incl VAT). If the amount in dispute exceeds £5,000 (incl VAT) **You** must pay the first £500 of any claim. If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover of **Your** claim could be withdrawn.
- (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 **You**, a claim under this Section is made within 90 days of the money becoming due and payable.

We will not pay for a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this Section, a dispute arising from an agreement entered into prior to the start of cover if the **Date of Occurrence** is within the first 90 days of the cover provided by this Section
2.
 - (a) the settlement payable under an insurance policy (**We** will cover a dispute if **Your** insurer refuses **Your** claim, but not for a dispute over the amount of the claim)
 - (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **We** will cover a dispute with a professional adviser in connection with these matters
 - (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 **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles

Section 12 – Commercial Legal Expenses – Continued

3. a dispute with an **Employee** or ex-**Employee** which arises out of, or relates to, a contract of employment with **You**. (Please refer to insured incident Employment Disputes and Compensation Awards)
4. a dispute which arises out of the:
 - (a) sale or provision of computer hardware, software, systems or services; or
 - (b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **Your** own specification
5. a dispute arising from a breach or alleged breach of professional duty by an **Insured Person**
6. the recovery of money and interest due from another party, other than disputes where the other party that a defence exists.

Tenancy Disputes

We will represent **You** in any legal proceedings for civil action relating to a tenancy dispute between **You** and **Your** landlord arising from premises leased or rented to **You**.

We will not pay for any claim relating to:

1. any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

Debt Recovery

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that

- (a) the debt exceeds £500 (incl VAT)
- (b) a claim is made within 90 days of the money becoming due and payable
- (c) **We** have the right to select the method of enforcement, or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

We will not pay for a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this Section, any debt arising from an agreement entered into prior to the start of the cover if the debt is due within the first 90 days of the cover provided by the Section
2.
 - (a) the settlement payable under an insurance policy
 - (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
 - (c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
 - (d) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles
3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party indicates that a defence exists
5. any dispute which arises from debts **You** have purchased from a third party.

Property Protection

A civil dispute relating to material property which is owned by **You**, or is **Your** responsibility following:

- (a) any event which causes physical damage to such material property; or
- (b) a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it); or
- (c) a trespass.

Section 12 – Commercial Legal Expenses – Continued

Please note that **You** must have established the legal ownership or right to the land that is the subject of the dispute.

We will not pay for a claim relating to the following:

1. a contract **You** have entered into (please refer to insured incident Contract Disputes)
2. goods in transit or goods lent or hired out
3. goods at premises other than those occupied by **You** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **You**
4. mining subsidence
5. defending **Your** legal rights but **We** will cover defending a counter-claim
6. a motor vehicle owned or used by, or hired or leased to an **Insured Person** (other than damage to motor vehicles where **You** are in the business of selling motor vehicles)
7. the enforcement of a covenant by or against **You**.
- 8.

Personal Injury

At **Your** request, **We** will pay **Costs and Expenses** for an **Insured Person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

We will not pay for 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

Costs and Expenses for an **Appointed Representative** following:

- (a) A **Tax Enquiry**
- (b) An **Employer Compliance Dispute**
- (c) A **VAT Dispute**

Provided that:

You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **We** will only cover tax claims which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see **Our Agreement** on page 69.

We will not pay for a claim relating to the following:

1. a tax avoidance scheme.
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 12 – Commercial Legal Expenses – Continued

Special Conditions

Arbitration

If there is a disagreement between **You** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure and **You** are a small business, **You** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk.

Alternatively there is a separate arbitration process (this applies to all sizes of business).

The arbitrator will be a barrister chosen jointly by **You** and **Us**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide.

Assessing and Recovering Costs

- (a) an **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **We** ask for this.
- (b) an **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **We** have to pay and must pay **Us** any amounts that are recovered.

Cancelling an Appointed Representatives Appointment

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover we provide will end at once, unless **We** agree to appoint another **Appointed Representative**.

Cancellation

You may cancel this Section within 14 days of its inception without any premium charge provided that there have been no claims. If a claim has been reported, no refund of premium will be granted. Thereafter **You** may cancel this Section at any time and **You** will be entitled to a return premium for the exact number of days left on the policy provided that there have been no claims reported. If a claim has been reported no return premium will be granted. If **You** cancel the Legal Expenses Insurance Section **You** must contact **Your** broker.

We may cancel this Section at any time provided that **We** give **You** 14 days' notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any claim under the Legal Expenses Insurance Section.

Where **We** cancel this Section **We** will provide a return premium for the exact number of days left on the policy provided that there have been no claims reported. If **We** cancel this Section **We** will write to **You** at **Your** address shown in **Our** records.

Expert Opinion

We may require **You** to get, at **Your** own expense, an opinion from an expert, that **We** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **Us** and the cost agreed in writing between **You** and **Us**. Subject to this **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **You** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

Fraudulent Claims

We will, at **Our** discretion, void this Section (make it invalid) from the date of claim, or alleged claim, and/or **We** will not pay the claim if:

- (a) a claim the **Insured Person** has made to obtain benefit under this Section is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **Our** fraud prevention measures **We** will, at **Our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

Section 12 – Commercial Legal Expenses – Continued

Keeping to the Section Terms

An **Insured Person** must:

- (a) keep to the terms and conditions of this Section
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **We** ask for in writing, and
- (e) report to **Us** full and factual details of any claim as soon as possible and give **Us** any information **We** need.

Offers to Settle a Claim

- (a) An **Insured Person** must tell **Us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **Our** written consent
- (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Costs and Expenses**
- (c) **We** may decide to pay an **Insured Person** the reasonable value of the claim that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **Us** to take over and pursue or settle a claim in their name. An **Insured Person** must allow **Us** to pursue at **Our** own expense and for their benefit, any claim for compensation against any other person and an **Insured Person** must give **Us** all the information and help **We** need to do so.

Other Insurances

If any claim covered under this Section is also covered by another policy, or would have been covered if this insurance did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

Your Representation

- (a) On receiving a claim, if representation is necessary, **We** will appoint a **Preferred Law Firm or Tax Consultancy** as **Your Appointed Representative** to deal with **Your** claim. They will try to settle **Your** claim by negotiation without having to go to court
- (b) If the appointed **Preferred Law Firm or Tax Consultancy** cannot negotiate settlement of **Your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **You** may choose a law firm or tax expert to act as the **Appointed Representative**. **We** will choose the **Appointed Representative** to represent **You** in any proceedings where **We** are liable to pay a compensation award
- (c) If **You** choose a law firm as **Your Appointed Representative** who is not a **Preferred Law Firm or Tax Consultancy**, **We** will give **Your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm or Tax Consultancy**. However if they refuse to act on this basis, the most **We** will pay is the amount **We** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- (d) The appointed representative must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.

Your Responsibilities

An **Insured Person** must:

- (a) co-operate fully with **Us** and the **Appointed Representative**;
- (b) give the **Appointed Representative** any instructions that **We** ask **You** to.

Withdrawing Cover

If an **Insured Person** settles a claim or withdraws their claim without **Our** agreement, or does not give suitable instructions to the **Appointed Representative**, **We** can withdraw cover and will be entitled to reclaim any **Costs and Expenses We** have paid.

Section 12 – Commercial Legal Expenses – Continued

Exclusions

(**You** should also refer to the General Exclusions).

We will not pay for the following:

1. Any claim reported to **Us** more than 180 days after the date the **Insured Person** should have known about the insured incident.
2. **Costs and Expenses** incurred before **Our** written acceptance of a claim.
3. Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents Employment disputes and compensation awards and Legal defence.
4. Legal action an **Insured Person** takes which **We** or the **Appointed Representative** have not agreed to, or where the **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.
5. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Any insured incident deliberately or intentionally caused by an **Insured Person**.
7. Any claim relating to rights under a franchise or agency agreement entered into by **You**.
8. A dispute with DAS Legal Expenses Insurance Company Limited and/or Covea Insurance plc not otherwise dealt with under Section Condition – Arbitration.
9. Any claim relating to a shareholding or partnership share in the **Business** shown in the **Schedule**.
10. **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Any claim where either at the start of, or during the course of a claim, **You**:
 - (a) are declared bankrupt
 - (b) have filed a bankruptcy petition
 - (c) have filed a winding-up petition
 - (d) have made an arrangement with your creditors
 - (e) have entered into a deed of arrangement
 - (f) are in liquidation
 - (g) part or all of **Your** affairs or property are in the care or control of a receiver or administrator.
12. Any claim relating to written or verbal remarks that damage the **Insured Person's** reputation.
13. Any claim where an **Insured Person** is not represented by a law firm, barrister or tax expert.

Important Information

Registration and Regulatory Information

This Section is underwritten by DAS Legal Expenses Insurance Company Limited who are registered in England and Wales, No. 103274. Website: www.das.co.uk

Head and Registered Office:

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

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202106.

You can check the regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website: www.fca.org.uk/register or by contacting the Financial Conduct Authority on **0800 111 6768**.

Section 12 – Commercial Legal Expenses – Continued

DAS Law Limited are registered in England and Wales, No 5417859. Website: www.daslaw.co.uk

Head and Registered Office:

DAS Law Limited
North Quay
Temple Back
Bristol
BS1 6FL

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority, registered No 423113.

How to Make a Complaint

We always aim to give **You** a high quality service. If **You** think **We** have let **You** down please write to:

Customer Relations Department
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH
Telephone: **0344 893 9013**
Email: customerrelations@das.co.uk

Details of **Our** internal complaint-handling procedures are available on request.

Financial Ombudsman Service

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at:

PO Box 6806
Wolverhampton
WV1 9WJ
Telephone: **0300 555 0333**

Website: www.legalombudsman.org.uk

Email: enquiries@legalombudsman.org.uk Using this service does not affect **Your** right to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **We** cannot meet **Our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Section 12 – Commercial Legal Expenses – Continued

Data Protection

To comply with data protection regulations **We** are committed to processing the **Insured Person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **We** collect and use this information.

We may collect personal details, including the **Insured Person's** name, address and, on occasion their medical records. This is for the purpose of managing the **Insured Person's** products and services, and this may include underwriting, claims handling and providing legal advice.

Who We Are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **Insured Person's** personal data by **Us** and members of the DAS UK Group are covered by **Our** individual company registrations with the Information Commissioner's Office.

How We Will Use Your Information

We may need to send the **Insured Person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **Insured Person** to ask for their feedback, or members of the DAS UK Group. If the **Insured Person's** policy includes legal advice **We** may have to send the information outside of the European Economic Area in order to give legal advice on non-European Union law.

We will not disclose the **Insured Person's** personal data to any other person or organisation unless **We** are required to by **Our** legal and regulatory obligations. For example, **We** may use and share the **Insured Person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **Us**. A copy is also accessible and can be downloaded via **Our** website.

If the **Insured Person** has any questions or comments about how **We** store, use or protect their information, or if the **Insured Person** wishes to request to see the information held about them, they can do this by calling, **0330 024 2364**, by writing to the Data Protection Officer at **Our** Head Office address or by visiting www.das.co.uk.



insureyour
V I L L A G E H A L L

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Threefield House
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SO14 3LP

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contact@norrisandfisher.com

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