

policy document

CHARITY INSURANCE



FOR THE VOLUNTARY, COMMUNITY
AND CHARITABLE SECTOR

Online V3

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Introduction

Please read this policy carefully to ensure that it meets your needs.

This policy document should be read with the schedule which shows the sections that are in force and the details of your cover.

How we will use your data

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

Fraud prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims. For further information on how we use your data and fraud prevention please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy.

Claims enquiries

For claims other than legal expenses claims call:

0345 603 8381

For new claims the service is available 24 hours a day, 7 days a week.

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

For legal expenses claims call:

DAS Legal Expenses Insurance Company Limited

0345 268 9124

For all claims

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

Helplines

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

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

Emergency glass replacement

0800 474747

This is provided by Glassolutions Installation. If you suffer glass breakage you can call upon the services of Glassolutions Installation who will effect a rapid repair.

If you are insured for glass breakage Glassolutions Installation will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.

If the glass is not insured you will be solely responsible for the entire cost of repairs.

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

To help them check and improve their services all calls (except those relating to counselling) are recorded. DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Business assistance

0345 268 9124

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

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

Eurolaw commercial legal advice

0345 268 9124

DAS can provide legal advice on any commercial legal problem affecting you, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice (commercial)

0345 268 9124

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

Counselling

0345 266 9667

DAS can provide all your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the telephone, including where appropriate, onward referral to relevant voluntary and/or professional services.

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

Information services

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

Employment manual

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

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

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

Email DAS at marketing@das.co.uk

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

DAS businesslaw

At **www.dasbusinesslaw.co.uk** there is an online reference, to help you run your charity successfully. The material is updated regularly by legal experts to help you keep your charity one step ahead.

You can also access interactive document builders, to help you compose commercial documents.

To register your details, access the DAS businesslaw website at

www.dasbusinesslaw.co.uk

When asked for your policy number, please insert your Ecclesiastical policy number prefixed with 'EIG' and the password is **DAS472301**

General definitions

Each time the following appear in bold italic type (or in capital letters in the schedule) they will take the meaning shown below unless specifically defined in a policy section

If they are not highlighted the everyday meaning will apply

Asbestos

means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos

Authorised volunteer(s)

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

Business

means the business of the ***Insured*** as stated in the schedule

Company/we/our/us

means Ecclesiastical Insurance Office plc

Condition precedent to liability

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

Damage

means physical loss destruction or damage

Excess

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

Geographical limits

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

Insured/you/your

means the Insured shown in the schedule

Premises

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

Unoccupied

means vacant untenanted or not in use

Insuring clause

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

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

General exclusions

This policy does not cover the following

1 Excess

Any **excess**

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

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

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended
- (e) any chemical biological bio-chemical or electromagnetic weapon

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

This exclusion does not apply to

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

4 War risks

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

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

5 Date recognition

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

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

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

Definitions specific to this exclusion

Computer

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

Defined peril

means any of the insured events specified in any section(s) of this policy insuring property excepting

- (a) the Equipment breakdown section
- (b) accidental loss destruction or damage
- and
- (c) causes excluded from these insured events

This exclusion does not apply to the Liabilities section the assault extension of the Money section and the Personal accident section

6 Terrorism

Definitions specific to this exclusion

Act of terrorism

In respect of

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

means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

(b) all other instances

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

Any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This insurance also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

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

This exclusion does not apply to the following sections: Liabilities Charity trustee indemnity Legal expenses and Personal accident

General conditions

1 Policy voidable

You must ensure that a fair presentation of the risks to be insured is made to **us**

In the event of misrepresentation misdescription or non-disclosure of any material fact or circumstance **we** may void the policy and retain any premium paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless

Where such misrepresentation misdescription or non-disclosure is not deliberate or reckless **we** may at **our** option

- (a) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation description and disclosure been made
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium

The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had clear representation description and disclosure been made

- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation description and disclosure been made

We may apply these additional terms to **your** policy with effect from inception

2 Reasonable care

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

- (a) take all reasonable precautions to prevent **damage** accident illness and disease
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
- (c) maintain the **premises** works machinery and plant in sound condition

3 Unoccupied buildings

It is a **condition precedent to liability** that when a building or part of a building insured by this policy becomes **unoccupied** or when an **unoccupied** building or part of a building is again occupied notice is given to **us** as soon as is reasonably possible

Upon any alteration as described above **we** shall be entitled to cancel the policy or impose special terms or charge an additional premium but in any event from the time of alteration until **we** advise **you** of **our** decision the insurance by the Property damage section in respect of any **unoccupied** building is restricted to the insurable events of Fire lightning and explosion and Aircraft

4 Alteration of risk

If after the commencement of this insurance

- (a) there is any alteration of risk which increases the risk of **damage** accident or liability
- (b) the **premises** are undergoing major structural alterations or major repair (that does not include where workmen are allowed on the **premises** to carry out minor repairs alterations or general maintenance not involving external scaffolding)
- (c) **your** interest ceases except by will or operation of law
- (d) an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement
- (e) there is any other material change in use of the **premises**

you must give notice to **us** as soon as is reasonably possible

Upon any alteration described above **we** shall be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

5 Multiple insurances

(a) All sections except those detailed separately below

If at the time any claim arises under this policy there is any other insurance in force whether effected by **you** or not covering the same **damage** loss expense or liability **we** shall not be liable for more than **our** rateable proportion

If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

(b) Equipment breakdown Liabilities Legal expenses and Money (excluding the assault extension) sections

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

6 Fraudulent claims

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

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

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

7 Arbitration

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

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

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

8 Cancellation

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

9 Adjustment of premium

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

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

10 Long-term agreement

Where shown in the schedule that a discount of premium is allowed in consideration of **you** having made an agreement to offer annually certain insurances under this policy on the terms in force at the expiry of each period of insurance and to pay the premium annually in advance it is understood that

- (a) **we** shall be under no obligation to accept an offer made in accordance with the above-mentioned agreement
- (b) the sum insured may be reduced at any time to correspond with any reduction in value or variation in the **business**

This agreement shall apply to any policy or policies which may be issued by **us** in substitution for this policy and the same discount shall be allowed from the corresponding premium for any substituted policy or policies issued by **us**

11 Security

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

In this condition the words 'business portion of the **premises**' are substituted for '**premises**' when part of the **premises** is occupied residentially by **you** or an authorised person

Additional security conditions may apply if so these will be detailed on **your** policy schedule

12 Sanctions

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

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

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

13 Assignment

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

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

14 Law applicable

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

15 Rights of third parties

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

Claims conditions

Your duties

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

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

Additional conditions apply to the Legal expenses Charity trustee indemnity and Loss of licence covers which are detailed in those sections

Our rights

We may

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

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

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

You may not abandon property to **us**

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

- (d) at any time pay to **you** the limit of indemnity
 - (i) in the case of Employers' liability or Prosecution defence cost claims less any amount already paid or incurred
 - (ii) in the case of Public and products liability claims less any amount already paid or incurred as damages or any lesser amount for which at **our** discretion any claim or claims can be settled

We will then relinquish control of the claim and have no further liability except for any Public and products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada)

we will also pay any legal costs incurred prior to the date of such payment

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

Additional conditions apply to the Legal expenses and Charity trustee indemnity covers which are detailed in those sections

1 Liabilities

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

Definitions

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

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

Act of terrorism

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

Bodily injury

means bodily injury death disease or illness

Business

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

- (a) the ownership repair and maintenance of **your** property and premises
- (b) the provision of catering social sports and welfare facilities for **employed persons** and first aid medical and ambulance services
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by **you**
- (d) private work undertaken by an **employed person** with **your** prior consent for a director partner or **employee** of **yours**
- (e) participation in trade shows or exhibitions within the European Union
- (f) fund-raising activities undertaken with the full knowledge and authority and under the control of the **Insured** anywhere within the **geographical limits**

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

Data

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

Employed person

means

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

Employee(s)

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

Event(s)

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

Injury

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

Legal costs

means

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

Offshore

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

Pollution or contamination

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

Principal

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

Products

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

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

Property

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

You / your / yours

means the **Insured** named in the schedule

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

- (a) **your** personal representatives in respect of legal liability incurred by **you**
- (b) at **your** request
 - (i) any **principal**
 - (ii) any director trustee partner or **employed person** of **yours**

in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**

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

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

Cover 1 – Employers' liability

This insurance is provided on a 'Costs Inclusive' basis

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

Cover

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

(a) within the **geographical limits**

or

(b) while temporarily outside these territories

in connection with the **business**

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

(a) any one **event** which is directly or indirectly caused by results from or is in connection with an **act of terrorism** shall not exceed £5,000,000

If **we** allege the **bodily injury** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**

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

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

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

Employers' liability extension

The following is subject to the terms of the policy

1 Unsatisfied court judgements

Where a judgement for damages has been obtained

(a) by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**

(b) in any court situated within the **geographical limits**

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

(d) which remains unsatisfied in whole or in part six months after the date of the judgement

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

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

Employers' liability exclusion

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

Cover 2 – Public & products liability

This insurance is provided on a 'Costs in Addition' basis

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

Cover

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

- (a) accidental **injury** of any person
- (b) accidental **damage** to **property**
- (c) nuisance trespass to land trespass to goods or interference with any easement of air light water or way

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

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

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

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

- (a) any one **event**
- (b) all **events** happening during any period of insurance caused by **products**
- (c) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule

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

Public & products liability extensions

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

1 Cross liabilities

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

2 Contingent motor liability

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

We will not provide an indemnity in respect of

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

3 Data Protection Act 1998

We will indemnify **you** and if **you** request any **employee** director trustee or partner of **yours** against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

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

We will not provide any indemnity in respect of

- (a) the payment of fines or penalties
- (b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- (c) liability arising from or caused by a deliberate or intentional act by or omission of any person entitled to indemnity
- (d) claims arising out of circumstances which have been notified to previous insurers or which were known to **you** at the inception of this extension
- (e) legal liability where indemnity is provided by any other insurance

4 Defective Premises Act

We will indemnify **you** against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **injury** or **damage** which occurs within a period of seven years from the expiry or cancellation of this policy

No indemnity will be provided

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

5 Overseas personal liability

We will indemnify **you** and if **you** request any **employee** director trustee or partner of **yours** for personal liability for **injury** or **damage** arising other than in connection with the **business** or any business of the person claiming indemnity while such persons are temporarily outside the **geographical limits** in connection with the **business**

No indemnity will be provided by this extension

- (i) for any liability which attaches solely because of a contract
- (ii) arising out of the ownership or occupation of land or buildings
- (iii) where indemnity is provided by any other insurance
- (iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast

- (v) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

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

The total amount **we** will pay for damages for any one **event** is £5,000,000

6 Charity trustee insurance

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

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

Personal cover

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

We will not provide any indemnity in respect of

- (i) anything for which indemnity is provided under any other section of or extension to this policy or by any other source
- (ii) anything which was done when known to be a **wrongful act** or ignoring that possibility
- (iii) the consequences of any circumstances known by the **Insured** or **trustee** at the commencement of this cover which may give rise to a claim
- (iv) liability arising from **bodily injury** to any person **damage** to property (other than as provided under paragraph (b) of this extension) or infringement of intellectual property rights
- (v) liability arising from the rendering of any counselling advice or other service
- (vi) anything done in the capacity of trustee or administrator of any pension fund or scheme
- (vii) any person committing or condoning any criminal dishonest or fraudulent act or omission
- (viii) liability assumed by agreement unless liability would have attached without such agreement
- (ix) liability arising from any failure to arrange or maintain insurance
- (x) any legal action brought in a court of law outside the **geographical limits**
- (xi) liability arising from any allegation of unfair or wrongful dismissal and any other employment dispute
- (xii) liability arising from anything manufactured sold or supplied by or on behalf of the **Insured**
- (xiii) liability arising from any **wrongful act** subsequent to the effective date of takeover or merger of the **Insured** by or with any other entity
- (xiv) liability arising from any
 - (a) personal guarantee or assurance given by the **trustee** to anyone (other than the **trustee** giving assurance that the **trustee** has the authority to do something) or
 - (b) agreement that the **trustee** shall pay any penalty or fixed sum of money to anyone unless the **trustee** would still be legally liable even if that guarantee assurance or agreement did not exist
- (xv) the first £250 of each and every claim made under this extension

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

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

Definitions specific to this extension

Trustee

mean anyone who is at any time a

- (i) trustee
 - (ii) director
 - (iii) officer
 - (iv) member of the management committee
- of the **Insured**

Wrongful act

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

Special condition specific to this extension

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

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

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

7 Libel & Slander

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of the publication or utterance by **you** or on **your** behalf of a libel or slander provided that

- (a) a claim is made against **you** during the period of insurance
- (b) this extension shall not apply in respect of
 - (i) claims which arise out of circumstances notified to previous insurers or known to the **Insured** at inception of this extension
 - (ii) publications or utterances made at the direction of any party entitled to indemnity by this section with the knowledge of the libellous or slanderous effect thereof
 - (iii) claims brought outside the **geographical limits**
- (c) for the purposes of this extension the limit of indemnity including **legal costs** is £100,000 any one **event**

Public & products liability exclusions

No indemnity will be provided in respect of

- (1) any liability connected directly or indirectly in any way with any error or omission in the provision of professional services
- (2) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**
- (3) any liability arising from **damage to property** which is owned or held in trust by **you** or which is in **your** custody or control

Exclusion (3) will not apply in respect of

- (a) personal effects including vehicles and their contents belonging to residents **employees** directors trustees partners or visitors
- (b) premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**
- (c) premises including fixtures and fittings hired by or leased rented or borrowed by **you** but **we** shall not be liable for
 - (i) the first £250 of any **damage** other than caused by fire or explosion
 - (ii) any liability arising solely under the terms of any contract or agreement
 - (iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
- (4) any liability arising from ownership possession or use by **you** or on **your** behalf of
 - (a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
 - (i) the use of plant as a tool of trade on site
 - (ii) the use of plant at **your** premises
 - (iii) the loading or unloading of any vehicle
 - (iv) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**

- (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
- (5) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (6) any liability arising from advice design or specification provided whether given for a fee or not
- (7) **damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
 - (a) a defect
 - (b) its unsuitability for its intended purpose
- (8) any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract
- (9) the costs of remedying any defect or alleged defect in premises which **you** have disposed of
- (10) (a) fines or penalties
 - (b) liquidated damages
 - (c) any compensation awarded by a court of criminal jurisdiction
 - (d) multiplied aggravated exemplary or punitive damages
- (11) any liability arising from
 - (a) the ownership or use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
 - (b) **products** sold or supplied on **your** behalf from any premises situated in the United States of America or Canada
 - (c) **products** exported by **you** or on **your** behalf to the United States of America or Canada
- (12) any liability arising from
 - (a) **products** incorporated in any craft designed to travel through air or space
 - (b) **products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
 - (c) **products** incorporated in mechanically propelled vehicles which could affect their safety
 - (d) **products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation and which have been specifically supplied by **you** for that purpose
- (13) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union
- (14) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**
However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
 - (a) **you** have complied with any legal obligations to manage **asbestos** and
 - (b) any discovery of **asbestos** by **you** is unintentional and accidental and
 - (c) whereupon discovery of **asbestos** all work immediately stops and
 - (d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- (15) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**

- (16) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause
- (17) any loss damage cost or expense
- (a) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (b) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**
- If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

Liability section extensions

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

1 Compensation for court attendance

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

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

Any **employee** £250

2 Corporate manslaughter defence costs

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

Provided that

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

No indemnity will be provided

- (i) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
However this exclusion shall not apply in the circumstances outlined in proviso (b)

- (ii) in respect of any proceedings which result from **your** deliberate act or omission or deliberate act or omission of any trustees managerial employees partners directors of **yours** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

Prosecution defence costs

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

- (a) **legal costs** and expenses incurred with **our** written consent
- (b) costs awarded against **you**

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

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

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

Exclusions

We will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section
- (c) in respect of fines or penalties of any kind
- (d) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
- (e) where the proceedings have resulted from any deliberate act or omission by
 - (i) **you** or any director trustee or partner of **yours**
 - (ii) any **employee** of **yours** who has specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation

Limit of indemnity

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

2 Charity trustee indemnity

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

This insurance covers only those losses which either arise from claims made during the period of insurance against those insured or are discovered and reported during the period of insurance by those insured

Definitions

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

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

Act of terrorism

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

Charity

means the **Insured** and any other charity which is named or identified in the schedule or application

Computer

means

- (a) any computer or other electronic data processing device equipment or system
- (b) any hardware software program instruction data or component utilised or intended to be utilised in or by anything in (a) above
- (c) any actual or intended function of or process performed by anything in (a) or (b) above

Denial of service attack

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

This includes but is not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Document

means any deed will certificate plan book letter agreement or document of any type (other than any bearer bond coupon bank or currency note or other negotiable instrument) produced in any

- (a) printed or written format

or

- (b) electronic format and of which a back-up copy has been made within seven days of its production and securely retained

which relates to the **charity** or **related body**

Employee

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

- (a) on behalf of the **trustee** any duty concerning the **charity** or **related body** or
- (b) any other managerial or supervisory duty concerning the **charity** or **related body** or
- (c) any other work wholly or mainly for the charitable purposes of the **charity**

Environmental defence costs

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

Insured

means the charity first named or identified as the Insured in the schedule

Investigation costs

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

Loss

means

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

Period of insurance

means the period of insurance stated in the schedule

Related body

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

- (a) exists wholly or mainly for the charitable purposes of the **charity** or
- (b) is a trustee director officer or member of the management committee of the **charity** or any body within (a) above

Trustee

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

- (a) a trust corporation or
- (b) the receiver administrator administrative receiver liquidator or external auditor of that **charity** or **related body**

Virus or similar mechanism

means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This includes but is not limited to Trojan horses worms and logic bombs

Wrongful act

means any actual or alleged act which is wrongfully committed or attempted on or after the appropriate Wrongful Act Date (if any) stated in the schedule

You/your

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

Cover

Your entitlement to cover under Cover paragraphs (a) or (b) below is as stated in the schedule

If **you** make a valid claim under any of those paragraphs **we** will provide the indemnity described in that paragraph by making a payment in the manner described in Cover paragraph (c) Payment below

If **you** have met (or will be meeting) the liability and/or cost for which **you** have made **your** claim **you** will be reimbursed by **our** corresponding payment to **you**

(a) Trustee liability

We will indemnify

- (i) the legal liability of the **trustee** for **loss** or **environmental defence costs** which results from his or her **wrongful act** as **trustee** when carrying out any duty as **trustee**
- (ii) the legal liability of the **employee** for **loss** or **environmental defence costs** which results from his or her **wrongful act** when acting on behalf of the **trustee** when carrying out any duty of the **trustee**
- (iii) the legal liability of the **trustee** or **employee** for **investigation costs**

(b) Loss of documents

We will indemnify

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

(c) Payment

- (i) If **you** are the **charity** or **related body** and **you** are required by law to indemnify the **trustee** or **employee** or another person for any legal liability of that **trustee** or **employee** which **we** cover under Cover paragraph (a) or (b) above **we** will make on **your** behalf the payment as required by law
- (ii) If **you** are the **charity** or **related body** and **you** are permitted by law to indemnify the **trustee** or **employee** for any legal liability of that **trustee** or **employee** which **we** cover under Cover paragraph (a) or (b) above **we** will make on **your** behalf the payment **you** are permitted to make
- (iii) If **you** are the **trustee** or **employee** and **you** are required by law to indemnify another person for any legal liability **you** have which **we** cover under Cover paragraph (a) or (b) above **we** will make on **your** behalf the payment as required by law
- (iv) If none of (i) (ii) or (iii) above applies to **you** **we** will make the appropriate payment direct to **you** for what **we** cover under Cover paragraph (a) or (b) above

Exclusions

No indemnity will be provided in respect of

- (a) any claim resulting from a situation which existed prior to the **period of insurance** and which **you** or the **charity related body** or **trustee** knew or should have known might result in any type of claim for indemnity hereunder
- (b) any claim where **you** are entitled to indemnity from any other source or would be entitled but for this insurance
- (c) the **trustee's** or **employee's**
 - (i) liability to the **charity** or **related body**
 - or

- (ii) costs in any proceedings in which either that **trustee** or **employee** is convicted of a criminal offence or such a conviction is upheld on appeal resulting from the conduct as **trustee** of that **trustee** or **employee** who either knew or must be assumed to have known that such conduct was not in the best interests of the **charity** or did not care whether or not this was so
- (d) **your** claim arising from something **you** actually or allegedly did which was intended to provide improper financial gain for anyone or was malicious unless legal proceedings are brought against **you** but are dismissed successfully defended or find that **you** did neither of these things
- (e) any fine penalty or exemplary or punitive damages other than exemplary damages awarded in an action for libel or slander
- (f) any claim for which legal action is brought outside the European Union Channel Islands or Isle of Man
- (g) any actual or alleged legal liability for
 - (i) **damage** to or loss of use of any property (other than the **document**) or
 - (ii) infringement of any intellectual property rights or
 - (iii) anyone's death bodily injury mental anguish or emotional distress or
 - (iv) breach of any duty owed to anyone in providing any professional service
- (h) any actual or alleged legal liability
 - (i) for seepage pollution or contamination of any kind other than to the extent of the **environmental defence costs** or
 - (ii) arising directly or indirectly from
 - (a) exposure to or
 - (b) inhalation of or
 - (c) fears of the consequence of exposure to or inhalation of or
 - (d) damage to property or any other loss arising from **asbestos** or
 - (iii) for the costs of cleaning up or removal of **asbestos**
- (i) any consequence of the failure of the **computer** (whoever owned or operated it) to recognise or respond correctly and effectively to any particular date or period of time (continuous or otherwise)
- (j) **your** claim under Cover paragraph (b) Loss of documents to the extent of the cost of rectifying or repairing or replacing the **computer** following its **damage** as a direct result of any part of it being
 - (i) defective or
 - (ii) the subject of any unauthorised access or use or
 - (iii) affected by any magnetic field or **virus or similar mechanism** or **denial of service attack**
- (k) **your** claim arising from **your** failure to arrange or maintain insurance for the **charity related body** or **trustee**
- (l) **your** claim arising from any
 - (i) personal guarantee or assurance **you** give to anyone (other than **your** assurance that **you** have authority to do something) or
 - (ii) agreement that **you** shall pay any penalty or fixed sum of money to anyone unless **you** would still be legally liable even if that guarantee assurance or agreement did not exist
- (m) any claim resulting directly or indirectly from **you** acting in the capacity as trustee or administrator of any pension or retirement fund or scheme

- (n) any claim arising from any **wrongful act** subsequent to the effective date of takeover or merger of the **charity** by or with any other entity
- (o) any loss damage cost or expense
 - (i) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (ii) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**
- (p) any actual or alleged legal liability for **loss** directly resulting from anything manufactured sold or supplied by the **charity related body** or **trustee**
- (q) any actual or alleged legal liability for **loss** relating to any claim for unfair or wrongful dismissal or any other employment dispute

Limits and Excesses

- (a) If a particular **wrongful act** or other event results in more than one claim by **you** under this section **we** will treat all the claims concerned as if they were a single claim made at the time of the earliest of the corresponding
 - (i) claims made against **you** which result in **loss** or
 - (ii) proceedings which are initiated against **you** which result in **investigation costs** or **environmental defence costs** or
 - (iii) losses (other than **loss investigation costs** or **environmental defence costs**) which **you** discover **you** have suffered
- (b) Unless (c) below applies **we** will deduct from what **we** pay **you** for each single claim the amount stated in the schedule as being the **excess** applicable to the particular Cover under which **you** make the claim
However if that single claim involves more than one Cover and more than one **excess** applies **we** will only deduct the largest **excess** from the total **we** pay **you**
You must bear the amount of every **excess** which **we** deduct
- (c) If upon conclusion of all legal proceedings (including all appeal proceedings) relating to **your** single claim **you** are neither found to have any legal liability to pay any damages to anyone nor convicted of any offence for which **you** have been tried **we** will not deduct any **excess** from what **we** pay **you** for that single claim
- (d) After the deduction of any **excess** that applies the most **we** will pay **you** for the total of all **your** claims in the **period of insurance**
 - (i) for **environmental defence costs** is £100,000
 - (ii) under Cover paragraph (b) Loss of documents is £50,000
 - (iii) under this section is the amount stated in the schedule as the Limit of Indemnity

Conditions

- (a) Notification of claims
It is a **condition precedent to liability** that **you**
 - (i) give **us** written notice of every
 - (a) situation **you** become aware of during the **period of insurance** which might reasonably result in any claim under this section
 - (b) loss **you** discover or claim made against **you** during the **period of insurance** for which there may be cover under this section

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

If anything **you** notify under (i) (a) above does result in a claim under this section that claim will be treated as having resulted from a claim made or legal proceedings initiated against **you** within the **period of insurance**

- (ii) send **us** immediately and unanswered every letter claim form summons or similar document concerning **your** claim which **you** receive
- (iii) give **us** as soon as possible all the information documents and assistance **we** need to deal with everything **you** notify under (a) above and **your** claim
- (iv) do not make any admission of liability or any offer promise or payment of indemnity to anyone without **our** consent

(b) Conduct and settlement of claim

- (i) **You** shall not have to carry on any legal proceedings or settle any claim unless counsel (whom **you** and **we** agree to appoint) considers this is in **your** best interests
- (ii) **We** will be entitled at any time to take over and conduct in **your** name the defence or settlement of any claim or the pursuit for **our** benefit of any claim **you** may have against someone else
If **we** do this **you** must give **us** any information or assistance **we** reasonably need to carry on legal proceedings or settle claims which **we** will do in the way **we** think best
- (iii) **We** will be entitled at any time to pay an amount to **you** to settle **your** claim for indemnity
This amount shall not exceed the appropriate amount specified in Limits and excess paragraph (d) (or what remains of that specified amount after deducting all corresponding payments made by **us** during the **period of insurance**) or if **your** claim concerns **your** legal liability to someone the smaller amount for which that person's claim against **you** can be reasonably settled
If **we** do this **we** will not have any further liability under this section for **your** claim

(c) Personal cover

- (i) **We** will treat
 - (a) the application for this insurance as a separate application for cover by each of **you**
 - (b) each claim made against **you** and each loss suffered by **you** as personal to **you**
 - (c) each claim **you** make for indemnity as personal to **you**
 and the right of each of **you** to indemnity shall not be affected by the situation or conduct of anyone else
- (ii) **Our** liability under any and all contracts of insurance evidenced or deemed to be evidenced by this section shall be the liability so specified in this section as applicable to any one such contract and shall not (except as so specified) be varied or deemed varied because of the number or type of individuals or bodies insured by this section or their claims
- (iii) If **your** legal liability for any **loss investigation costs** or **environmental defence costs** is by operation of law imputed or transferred to **your** lawful spouse or any person deriving similar status in law **we** will provide to that person the personal indemnity to which **you** would be otherwise entitled under this section in respect of that liability
- (iv) If **you** die or become insolvent or mentally incapacitated **we** will provide to **your** estate heirs legal representatives or assigns the personal indemnity to which **you** are entitled under this section
- (v) If **your** lawful spouse or any person deriving similar status in law is entitled to any indemnity under (iii) above and dies or becomes insolvent or mentally incapacitated **we** will provide to that person's estate heirs legal representatives or assigns the personal indemnity to which that person is so entitled

(d) Notices

- (i) **You** must send notices to **us** at the address stated in the schedule or any other address **we** have given **you** for that purpose
- (ii) **We** will send notices to **you** at the latest address **you** have given **us** or (if **we** do not have this address) at the latest address **we** have for the **Insured**

3 Legal expenses

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

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).

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

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

0345 268 9124

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

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

When presenting a claim for legal expenses, the insured person must inform DAS as soon as possible and within the time limits stipulated under the individual covers, conditions and exclusions to this section, giving full details in writing of the insured incident and provide such proofs, supporting evidence and other information as DAS may require.

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

DAS Head and Registered Office:

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

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

Website: www.das.co.uk

DAS Law Limited Head and Registered Office:

DAS Law Limited,
North Quay,
Temple Back,
Bristol BS1 6FL.

Registered in England and Wales, number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

Website: www.daslaw.co.uk

Definitions

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

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

Aspect enquiry/enquiries

means an examination by HM Revenue & Customs which considers one or more specific aspects of ***the Insured's*** self-assessment and/or corporation tax return (and at the request of ***the Insured*** the self-assessment and/or corporation tax return of the directors and partners of ***the Insured***)

Costs and expenses

means

(1) ***Legal costs***

All reasonable and necessary costs chargeable by the ***representative*** on a standard basis

Also the costs incurred by opponents in civil cases if an ***insured person*** has been ordered to pay them or pays them with the agreement of ***DAS***

(2) ***Accountants' costs***

A reasonable amount in respect of all costs reasonably incurred by the ***representative***

(3) ***Attendance expenses***

The ***insured person's*** salary or wages for the time that the ***insured person*** is off work to attend any arbitration court or tribunal hearing at the request of the ***representative*** or while attending jury service

We will pay for each half or whole day that the court tribunal or the ***insured person's*** employer will not pay for

The amount ***we*** will pay is based on the following

(a) The time the ***insured person*** is off work including the time it takes to travel to and from the hearing

This will be calculated to the nearest half day assuming that a whole day is eight hours

(b) If the ***insured person*** works full-time the salary or wages for each whole day equals 1/250th of the ***insured person's*** yearly salary or wages

(c) If the ***insured person*** works part-time the salary or wages will be a proportion of the ***insured person's*** weekly salary or wages

DAS

means DAS Legal Expenses Insurance Company Limited

Date of occurrence

means

(1) For civil cases (other than under insured event 6 – Tax protection) when the cause of action first accrued

(2) For criminal cases when the ***insured person*** commenced or is alleged to have commenced to violate the criminal law in question

(3) For licence or registration appeals when ***the Insured*** first became aware of the proposal by the relevant licensing or regulatory authority to suspend alter the terms of refuse to renew or cancel ***the Insured's*** licence or British Standard Certificate of Registration

(4) For ***full enquiries*** or ***aspect enquiries*** when HM Revenue & Customs first notifies in writing the intention to make enquiries

(5) For ***tax intervention enquiries*** when HM Revenue & Customs first contacts ***the Insured*** in relation to commencing a ***tax intervention enquiry*** into ***the Insured's*** business accounts

(6) For Employers Compliance and Value Added Tax disputes when the relevant authority sends an assessment or written decision to ***the Insured***

- (7) For formal regulatory investigations and disciplinary hearings when an **insured person** first receives formal notice of such investigation or disciplinary hearing
- (8) For Charity Commission investigations the date **the Insured** receives notification from the Charity Commission that they are to conduct an investigation

Full enquiry/enquiries

means an extensive examination by HM Revenue & Customs which considers all aspects of the direct tax affairs of **the Insured** (and at the request of **the Insured** the direct tax affairs of the directors and partners of **the Insured**) excluding those enquiries which are limited to one or more specific aspects of the self-assessment and/or corporation tax return

Insured event(s)

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

Insured person

means

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

Limit of indemnity

means the sum shown in the schedule which is the most **we** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause

Period of insurance

means the period for which **we** have agreed to cover the **insured person** and for which the premium has been paid

Representative

means the lawyer or accountant or other suitably qualified person who has been appointed to act for an **insured person** in accordance with the terms of this section

Tax intervention enquiry/enquiries

means an examination by HM Revenue & Customs to measure the level of compliance in **the Insured's** financial accounting records to highlight areas where errors have occurred or may occur

Territorial limit

means

For insured events 2 – Legal defence (excluding 2(3)(c)) and insured event 5(b) – Bodily injury

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

For all other insured events

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

The Insured

means as shown in the policy schedule

Cover

We will indemnify the **insured person** in respect of any **insured event** shown as included in the schedule arising in connection with the **business** as long as

- (a) the **date of occurrence** of the **insured event** happens during the **period of insurance** and within the **territorial limit** and
- (b) the claim is reported to **DAS** as soon as the **insured person** becomes aware of it and within 180 days of the **date of occurrence** (24 hours in relation to Insured event 3 Statutory licence protection)
- (c) any proceedings or investigation will be dealt with by a court or an employment tribunal or employment appeal tribunal or an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court or the Equality and Human Rights Commission or Equality Commission for Northern Ireland or any other body which replaces any of the above or which **DAS** agree to and
- (d) in civil claims arising from all **insured events** (other than 1(a) 1(b) or 2) it is always more likely than not that an **insured person** will recover damages or obtain any other legal remedy which **DAS** have agreed to or make a successful defence

For all **insured events** **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal

Before **we** pay any **costs and expenses** for appeals **DAS** must agree that it is always more likely than not that the appeal will be successful

We will pay **costs and expenses** incurred by a **representative** and compensation awards that **DAS** have agreed to

The most **we** will pay for all compensation awards in any one **period of insurance** is shown as the aggregate compensation limit on the policy schedule

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 indemnity** in the policy schedule

Insured events

1 Employment disputes compensation awards & service occupancy

(a) Employment disputes

DAS will defend **the Insured's** legal rights

- (1) following a demand for monetary compensation by a prospective employee employee or ex-employee or
- (2) following any request for reinstatement by an employee or ex-employee or
- (3) in proceedings in respect of any dispute with
 - (i) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of or relates to a contract of employment with **the Insured** or
 - (ii) an employee prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation or civil rights in relation to their work or application to work as an employee of **the Insured**
- (4) At **the Insured's** request **DAS** will defend the **insured person's** (other than **the Insured's**) legal rights if
 - (i) an event arising from their work for **the Insured** leads to civil action being taken against the **insured person** under legislation for unlawful discrimination or
 - (ii) civil action other than arbitration proceedings is taken against them as the trustee of a pension fund set up for the benefit of **the Insured's** employees

Exclusions

- (i) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section
- (ii) Employee internal disciplinary or grievance procedures
- (iii) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section
- (iv) Any claim in respect of damages for personal injury or loss of or damage to property
- (v) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005
- (vi) Any claim arising from **the Insured's** failure to implement employment risk management requirements specified by **DAS**

(b) Compensation awards

Where **DAS** have accepted a claim under insured event 1(a) **we** will pay

- (1) any basic and compensatory award and/or
- (2) an order for compensation (including compensation for injury to feelings) awarded by an employment tribunal following
 - (i) a breach of **the Insured's** statutory duties under employment legislation
 - (ii) a breach of legislation for unlawful discrimination by an **insured person** (other than **the Insured**) or
- (3) damages ordered by a court or
- (4) any sum of money in settlement of a dispute

Provided that

- (1) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy **the Insured** has sought and followed advice from DAS Claims Department prior to serving notice of redundancy
- (2) The compensation award is awarded by a court or tribunal under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **DAS**
- (3) **The Insured** will be responsible for 10% of all compensation awards payable under this section subject to a minimum of £1,000 in respect of each and every claim

Exclusions

- (i) Any compensation award relating to the following
 - (a) Trade union activities trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning European Work Councils
 - (b) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
 - (c) Civil claims against or statutory rights in relation to trustees of occupational pension schemes
 - (d) Statutory rights in relation to Sunday shop and betting work
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- (iii) Any award ordered because **the Insured** has failed to provide relevant records to employees under the National Minimum Wage laws
- (iv) Any compensation award or increase in compensation award ordered by a court or tribunal for failure to comply with a recommendation or order it has made including non-compliance with a reinstatement or re-engagement order

(c) Service occupancy

DAS will negotiate for **the Insured's** legal rights against an employee or ex-employee to recover possession of premises owned by **the Insured** or for which **the Insured** is responsible

Exclusion

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

2 Legal defence

At **the Insured's** request

1 DAS will defend the **insured person's** legal rights

(a) prior to the issue of legal proceedings when dealing with the

– police

– Health & Safety Executive and/or Local Authority Health & Safety Enforcement Officer

where it is alleged that the **insured person** has or may have committed a criminal offence or

(b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction or

(c) if civil action is taken against the **insured person** for compensation under Section 13 of the Data Protection Act 1998

We will also pay any compensation award made against the **insured person** under Section 13 of the Data Protection Act 1998

2 DAS will defend **the Insured's** legal rights following civil action taken against **the Insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**

3 At the Insured's request **DAS** will represent the **insured person**

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

(b) throughout a formal investigation or disciplinary hearing by any other relevant authority noted by endorsement to this policy

(c) in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the Insured's** business

4 DAS will represent **the Insured** in appealing against the refusal of the Information Commissioner to register **the Insured's** application for registration

5 We will pay the **attendance expenses** of an **insured person** for jury service

Provided that

(i) insofar as proceedings under the Health & Safety at Work etc. Act 1974 are concerned the **territorial limit** shall be any place where the Act applies

(ii) at the time of the **insured event the Insured** has registered with the Information Commissioner in respect of insured event (1)(c) and 4 above

Exclusions

(i) Any claim relating to a statutory licence

(ii) Any claim arising from parking offences

3 Statutory licence protection

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

Special conditions applicable to this insured event

1 In the event of the licence being cancelled or **your** receiving notice of a proposal to cancel the licence **you** shall give notice to **us** in writing within 24 hours of receiving knowledge of such actual or threatened event stating the grounds upon which the licence is or may be cancelled

- 2 **You** shall on becoming aware of any
- (a) complaint against the **premises** or its management
 - (b) proceedings against or conviction of the registered person licence holder or the manager tenant or occupier of the **premises** for any breach of the law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his or her honesty moral standing or sobriety
 - (c) change in the tenancy management of the **premises** or licence holder
 - (d) objection to renewal or other circumstances which may result in cancellation of licence
 - (e) transfer or proposed transfer of the licence
- immediately give notice to **us** in writing and supply any additional information and assistance as **we** reasonably require

Exclusions

- (i) An original application or application for renewal of a statutory licence or mandatory registration or British Standard Certificate of Registration
- (ii) Any licence appeal relating to the ownership driving or use of a motor vehicle

4 Contract disputes

DAS will negotiate for **the Insured's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the Insured** for the purchase hire sale or provision of goods or of services

Provided that

- (1) the amount in dispute exceeds £250
If the amount in dispute exceeds £5,000 **the Insured** will be responsible for the first £500 of **legal costs** in each and every claim
- (2) if the dispute relates to money owed to **the Insured** a claim under this section is made within 90 days of the money becoming due and payable

Exclusions

- (i) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section
- (ii) Any claim relating to the following
 - (a) The settlement payable under an insurance policy
 - (b) A lease licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease licence or tenancy agreement
 - (c) A loan mortgage pension investment borrowing or any other financial product
 - (d) A motor vehicle owned by or hired by or leased to **the Insured** other than agreements relating to the sale of motor vehicles where **the Insured** is engaged in the business of selling motor vehicles
- (iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **the Insured**
- (iv) A dispute which arises out of
 - the sale or provision of computer hardware software systems or services
 - the purchase or hire of computer hardware software systems or services tailored by a supplier to **the insured's** own specification
- (v) A dispute arising from a breach or alleged breach of professional duty by an **insured person**
- (vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists

5 Property protection and bodily injury

(a) Property protection

DAS will negotiate for **the Insured's** legal rights in any civil action relating to material property which is owned by or the responsibility of **the Insured** following

- (1) any event which causes or could cause physical damage to such material property or
- (2) any nuisance or trespass

Exclusions

Any claim relating to the following

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

(b) Bodily injury

At **the Insured's** request **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of or bodily injury to them

Exclusions

Any claim relating to the following

- (i) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- (ii) Defending an **insured person's** and their family members' legal rights other than in defending a counter-claim
- (iii) A motor vehicle owned by or hired by or leased to or used by an **insured person** or their family members

6 Tax protection

(a) Full or aspect or Charity Commission enquiries

DAS will negotiate on behalf of **the Insured** and at the request of **the Insured** the directors trustees and partners of **the Insured** in respect of a **full enquiry** and/or **aspect enquiry** and represent them in any subsequent appeal proceedings and/or an investigation carried out by the Charity Commission into **the Insured's** business accounts

(b) Tax intervention enquiries

DAS will negotiate on behalf of **the Insured** and represent them in any dealings with HM Revenue & Customs in respect of a **tax intervention enquiry**

(c) Employers' compliance

DAS will negotiate on behalf of **the Insured** and represent them in any appeal proceedings in respect of a dispute concerning **the Insured's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs

(d) VAT disputes

DAS will negotiate on behalf of **the Insured** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due

Provided that

- (1) For all **insured events the Insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed
- (2) **We** will not pay more than £2,000 for **aspect enquiries** or **tax intervention enquiries**

Exclusions

- (i) In respect of **aspect enquiries** and **tax intervention enquiries** the first £200 of **costs and expenses** in each and every claim
- (ii) Any **insured event** arising from a tax avoidance scheme
- (iii) Any **insured event** caused by the failure of **the Insured** to register for Value Added Tax
- (iv) Any **insured event** arising from any investigations or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Civil Investigations or HM Revenue & Customs Prosecution Office
- (v) Any **insured event** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences

Exclusions

- 1** **Costs and expenses** incurred before the written acceptance of a claim by **DAS**
- 2** Fines penalties compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured event 1(b) – Compensation awards and insured event 2 (1)(c) – Legal defence
- 3** Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- 4** Any claim relating to franchise rights or agency rights where **the Insured** has the legal capacity to alter the legal relations of another
- 5** Any **insured event** deliberately or intentionally caused by an **insured person**
- 6** A dispute with **us** or **DAS** not otherwise dealt with under Condition 7 of this section
- 7** Any claim relating to a shareholding or partnership share in **the Insured** unless such shareholding was acquired under a scheme open to all employees of **the Insured** or a substantial number of them of a certain minimum grade other than the directors trustees or partners of **the Insured**
- 8** Judicial review
- 9** Any claim where the **insured person** brings legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order
- 10** Any legal action an **insured person** takes which **DAS** or the **representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **representative**
- 11** When either at the commencement of or during the course of a claim notified under this section **the Insured** is bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator

Conditions

- 1 An **insured person** must
 - (a) keep to the terms and conditions of the policy
 - (b) give notice to **us** as soon as is reasonably possible of any alteration which may materially affect **our** assessment of the risk
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible
 - (d) try to prevent anything happening that may cause a claim
 - (e) send everything **DAS** ask for in writing
 - (f) give **DAS** full and truthful details of any claim as soon as possible and give **DAS** any information they need
- 2
 - (a) **DAS** can take over and conduct in the name of an **insured person** any claim or legal proceedings at any time
DAS can negotiate any claim on behalf of an **insured person**
 - (b) **DAS** will choose the **representative** to represent an **insured person** in any proceedings where **we** may be liable to pay a compensation award
 In other cases an **insured person** is free to choose a **representative** (by sending **DAS** the suitably qualified person's name and address) if
 - (i) **DAS** agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings or
 - (ii) there is a conflict of interest
 If neither (i) or (ii) applies then **DAS** is free to choose the **representative**
 - (c) Before an **insured person** chooses a lawyer or an accountant **DAS** can appoint a **representative**
 - (d) A **representative** will be appointed by **DAS** and represent an **insured person** according to **DAS's** standard terms of appointment which may include a 'no win no fee' agreement
 The **representative** must co-operate fully with **DAS** at all times
 - (e) **DAS** will have direct contact with the **representative**
 - (f) An **insured person** must co-operate fully with **DAS** and the **representative** and must keep **DAS** up to date with the progress of the claim
 - (g) An **insured person** must give the **representative** any instructions that **DAS** require
- 3
 - (a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without **DAS's** written consent
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay any further **costs and expenses**
 - (c) **We** may decide to pay the **insured person** a reasonable sum of money in respect of the amount of damages the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings
- 4
 - (a) If **DAS** ask an **insured person** must tell the **representative** to have **costs and expenses** taxed assessed or audited
 - (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered
- 5 If a **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses a **representative** without good reason the cover **we** provide will end at once unless **DAS** agree to appoint another **representative**
- 6 If an **insured person** settles a claim or withdraws their claim without the agreement of **DAS** or does not give suitable instructions to a **representative** the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**

- 7** If there is a disagreement about the process of handling a claim by **DAS DAS** and the **insured person** can choose another suitably qualified person to arbitrate

DAS and the **insured person** must both agree to this in writing

Failing this **DAS** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person

All costs of resolving the matter must be paid by the party whose argument is rejected

If a decision is not clearly made against either party the arbitrator will decide how the costs are shared

- 8** **DAS** may at their discretion require **the Insured** to obtain an opinion from counsel at **the Insured's** expense as to the merits of a claim or proceedings

If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings the cost of obtaining the opinion will be paid for by **us**

- 9** All Acts of Parliament within the section wording shall include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be

- 10** This section will be governed by English law

4 Property damage

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

Definitions

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

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

Buildings

means the buildings at the **premises** including landlord's fixtures and fittings outbuildings walls gates and fences piping ducting cables wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility fixed aerials and satellite dishes wind turbines fixed to the buildings solar panels yards car parks roads and pavements storage tanks artificial playing surfaces swimming pools and associated apparatus

Bridges land piers jetties culverts and excavations are excluded unless specifically mentioned in this policy

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients

Contents

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

Contents includes the following property only to the extent stated

- (1) the cost of materials labour and computer time in reproducing
 - (a) documents manuscripts and business books
 - (b) patterns models moulds plans and designs
 - (c) computer systems records for an amount not exceeding 5% of the contents item sum insured but not any cost in connection with producing information to be recorded or the value of the information to **you**
- (2) prints paintings drawings pieces of tapestry sculptures or other works of art for an amount not exceeding £5,000 any one item
- (3) the **personal belongings** of the following whilst contained in the **premises**
 - (a) Directors trustees officials partners employees and **authorised volunteers** for an amount not exceeding £2,500 per person
 - (b) Visitors for an amount not exceeding £500 per person

In addition to the above personal money is covered up to £100 per person

Excluding

- (i) **stock** intended for sale
- (ii) landlord's fixtures and fittings
- (iii) cash or money instruments of any description whether negotiable or non-negotiable (other than personal money previously mentioned)
- (iv) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- (v) any living creatures trees shrubs plants or other vegetation
- (vi) explosives
- (vii) any other property more specifically insured

Insured event(s)

means any insurable event unless excluded in the schedule

Item(s) insured

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

Personal belongings

means clothing and personal articles worn used or carried about the person excluding bankers' cards credit and debit cards and any belongings otherwise insured

Stock

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

Tenants' improvements

means improvements and decorations belonging to **you** or for which **you** are legally responsible in or on the **buildings** and elsewhere as stated in this policy and the schedule

Cover

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

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

Insurable events

1 Fire lightning and explosion

Fire not caused by

- (a) the property's own spontaneous fermentation or heating or its undergoing any process involving the application of heat
- (b) earthquake subterranean fire riot or civil commotion

Lightning

Explosion

Excluding

- (a) **damage** in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a contract providing the required inspection service
- (b) **damage** consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control

Special condition

It is a **condition precedent to liability** in respect of **damage** by fire that if there is any deep fat frying apparatus at the **premises**

- (a) it must be securely fixed and free from any contact with any combustible materials
- (b) any woodwork within 1 metre of the apparatus must be protected with metal or other incombustible material
- (c) the extraction ducts and flues must be kept clean and free from grease or oily accumulations
- (d) it is fitted with a thermostat designed to prevent the temperature of cooking oils and fat rising above 205 degrees C
- (e) at least one 2 litre capacity fire extinguisher suitable for use on fat or oils and an approved fire blanket must be kept in the immediate vicinity of the apparatus and must be clearly marked and accessible at all times

2 Aircraft

Aircraft and other aerial devices or articles dropped from them

3 Riot

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

- (a) resulting from cessation of work
- (b) occasioned by confiscation or destruction or requisition by order of the government or any public authority

4 Malicious persons

Malicious persons excluding **damage**

- (a) resulting from cessation of work
- (b) by theft or attempted theft
- (c) to moveable property in the open except as specifically provided for in the Property in the open extension
- (d) occasioned by confiscation or destruction or requisition by order of the government or any public authority

5 Earthquake

6 Subterranean fire

7 Storm

Storm excluding

- (a) **damage** by
 - (i) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam
 - (ii) inundation from the sea whether resulting from storm or otherwise
- (b) **damage** attributable solely to change in the water table level
- (c) **damage** by frost subsidence or landslip
- (d) **damage** to fences gates and moveable property in the open except as specifically provided for in the Property in the open extension

8 Flood

Flood caused by

- (a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks apparatus or pipes) or lake reservoir canal or dam
- (b) inundation from the sea

but excluding

- (i) **damage** attributable solely to change in the water table level
- (ii) **damage** by frost subsidence or landslip
- (iii) **damage** to fences gates and moveable property in the open except as specifically provided for in the Property in the open extension

9 Escape of water

Escape of water from any tank apparatus or pipe including **damage** to any water tank apparatus or pipe itself caused by freezing of water excluding **damage** by water discharged or leaking from an installation of automatic sprinklers

10 Impact

Impact by any road or rail vehicle or animal

11 Falling trees

Falling trees branches telegraph poles lamp posts or pylons

12 Falling aerials

Breakage or collapse of television and radio receiving aerials aerial fittings and masts satellite dishes wind turbines solar panels and security equipment attached to a building

13 Escape of oil

Escape of oil from any fixed oil-fired heating installation or storage tank

14 Sprinkler leakage

Accidental escape of water from any automatic sprinkler installation in the **premises** not caused by explosion earthquake subterranean fire or heat caused by fire

15 Accidental damage

Any other accidental **damage** excluding

- (a) **damage** which is specifically included or excluded elsewhere under this section
- (b) **damage** caused by or consisting of inherent vice latent defect depreciation gradual deterioration wear and tear its own faulty or defective design or materials faulty or defective workmanship but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
- (c) **damage** caused by or consisting of corrosion dust rust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish
- (d) **damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software
- (e) **damage** to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
- (f) **damage** caused by atmospheric and climatic conditions other than storm or flood
- (g) **damage** consisting of
 - (i) joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - (ii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (h) **damage** caused by or consisting of
 - (i) acts of fraud or dishonesty
 - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (i) **damage**
 - (i) to a building or structure caused by its own collapse or cracking
 - (ii) to moveable property in the open fences and gates by wind rain hail sleet or snow
 - (iii) to wind turbines

16 Subsidence

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

- (a) attributable solely to change in the water table level
- (b) to bridges (if insured) boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks artificial playing surfaces and swimming pools unless also resulting in **damage** to a building insured under this policy
- (c) caused by or consisting of
 - (i) the normal settlement or bedding-down of new structures
 - (ii) the settlement or movement of made-up ground
 - (iii) coastal or river erosion
- (d) caused by defective design or workmanship or the use of defective materials
- (e) caused by fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe

- (f) which originated prior to the inception of cover
- (g) resulting from
 - (i) demolition construction structural alteration or repair of any property
 - (ii) groundworks or excavation
 at the same **premises**

Special condition

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

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

17 Theft or attempted theft

Theft or attempted

- (a) involving entry to or exit from the buildings of the **premises** by forcible and violent means
- (b) following actual or threatened assault or violence

Excluding **damage** to the **buildings** as a result of theft or attempted theft

18 Glass and sanitary fixtures

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

- (a) repairs to framework following breakage of the insured glass
- (b) necessary boarding-up pending replacement of the insured glass
- (c) in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units
- (d) replacing any lettering painting or alarm foil on such glass

but excluding

- (i) **damage** which is specifically included or excluded elsewhere under this section
- (ii) **damage** to glass sanitary fixtures or signs already damaged at the commencement of the insurance
- (iii) disfiguration or **damage** to glass not extending through the entire thickness of the glass
- (iv) **damage** to glass while not fixed
- (v) **damage** caused by or traceable to alterations to the **premises** or in the glass whereby the risk of **damage** is increased
- (vi) **damage** to bulbs or tubes unless the signs in which they are contained are damaged at the same time

Extensions

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

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

1 Non-invalidatio

The cover by this section shall not be invalidated by any act omission or alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control

Provided that as soon as **you** become aware of this **you** give notice to **us** and pay an additional premium if required

2 Reinstatement of sum insured

(not applicable to any limits in the extensions to this section)

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

Provided that

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

3 Fees

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

4 Removal of debris

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

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

of the portion or portions of the property insured by the said items destroyed or damaged by any **insured event** it being understood that the amount payable for such **damage** and costs incurred under (a) (b) and (c) shall not exceed in the aggregate the sum insured by each item

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

Provided that

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

We will not pay for any costs or expenses

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this policy

5 Temporary removal

Contents while temporarily removed for cleaning renovation repair or other similar purpose to any other premises and in transit between such locations in the **geographical limits**

6 Spontaneous heating

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

7 European Union Public Authorities

(including undamaged portions)

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

- (1) European Union legislation or
- (2) building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority

(hereinafter referred to as 'the Stipulations')

Excluding

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

Special conditions applicable to this extension

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as **we** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **our** liability under this extension not being increased
- 2 If **our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion
- 3 The total amount recoverable under any item of the policy under this extension shall not exceed
 - (a) 15% of its sum insured or
 - (b) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which **we** would have been liable had the property insured by the item at the premises where **damage** has occurred been wholly destroyed
- 4 The total amount recoverable under any item of the policy shall not exceed its sum insured
- 5 All the terms of this policy except insofar as they may be expressly varied shall apply as if they had been incorporated herein

8 Emergency services damage to the grounds

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

9 Capital additions

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

Under the **buildings** and **contents** items

- (a) alterations and additions to the property insured but not in respect of any appreciation in value
- (b) newly acquired property so far as it is not otherwise insured anywhere in the **geographical limits**

Provided that

- 1 at any one situation this cover shall not exceed 10% of the total sum insured on such property or £500,000 in respect of both **buildings** and **contents** whichever is the less
- 2 **you** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance and pay any additional premium that is required from inception of the cover

10 Loss of oil gas or water

We will pay for

- (a) loss of oil (other than covered by (c) below) gas or metered water from the water or heating system after **damage** by an **insured event** to that system
- (b) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **premises**
- (c) theft of oil from any storage tank used for the heating system at **your premises** provided theft is an **insured event** under this policy
- (d) the cost of decontaminating the grounds of **your premises** following accidental discharge of oil from any oil-fired heating installation or storage tank

The most **we** will pay under (a) or (b) is £5,000 any one claim

The most **we** will pay under (c) is £5,000 any one period of insurance

The most **we** will pay under (d) is £25,000 any one claim

11 Sale of the building

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

Provided that

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

12 Bequeathed property

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

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

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

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

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

Limit

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

Excluding

- (i) motor vehicles licensed for road use or their accessories trailers caravans watercraft or aircraft
- (ii) property insured under any other policy
- (iii) cash or money instruments of any description whether negotiable or non-negotiable

13 Damage to the buildings by theft

(only applicable if the insurable event of Theft or attempted theft is operative)

The insurance extends to include

- (a) if **buildings** are insured repairs to the **buildings** following theft or attempted theft of the fabric of the **buildings** excluding external metal up to £5,000 in any one period of insurance
- (b) if **buildings** are insured repairs to the **buildings** following theft or attempted theft of external metal up to £5,000 in any one period of insurance
- (c) if **contents** are insured **damage** to the **buildings** caused by theft or attempted theft of **contents** for an amount not exceeding £25,000 in any one period of insurance
- (d) **damage** to property insured directly caused as a result of the entry of rainwater following the theft or attempted theft of the fabric of the **buildings** including external metal up to £5,000 in any one period of insurance

This extension does not apply when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover

14 Loss or theft of keys

(only applicable if the insurable event of Theft or attempted is operative)

If **contents** are insured reasonable costs incurred in gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** if keys are stolen or lost

Limit

£5,000 any one period of insurance

15 Seasonal stock increase

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

An additional £10,000 for additional **stock** consumable stock not for sale and provisions **you** have purchased for any exhibition festival or fund-raising event

16 Property in the open

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

- (a) groundsmen's equipment in the grounds of the **premises**
- (b) fixtures including fixed floodlighting and external lighting security equipment fixed to the **buildings** or in the grounds of the **premises**
- (c) fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the **premises** (other than provided by (a) and (b) above)
- (d) **your** signs and nameplates fixed to the **buildings** or positioned outside but in the immediate vicinity of the **premises**

Limit in the aggregate £20,000 for any one period of insurance

For the purpose of this extension

- (i) Theft or attempted theft insurable event includes theft or attempted theft not involving forcible and violent entry
- (ii) the exclusion under the insurable events of Malicious persons Storm and Flood relating to moveable property in the open does not apply

17 Freezer contents

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

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

Excluding

- (a) **damage** caused by **your** failure to pay for the electricity or gas supply
- (b) **damage** to freezer contents where the freezer or compressor is more than 15 years old unless the refrigeration unit is the subject of a current manufacturers' guarantee or an annual maintenance contract

Limit

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

18 Trace and access

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

Limit

£50,000 any one claim

19 Underground pipes and cables

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

20 Stock in transit

Stock whilst in transit by any road vehicle operated by **you** anywhere in the **geographical limits**

Limit

£1,000 any one period of insurance

21 Clearing of drains

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

Limit

£50,000 any one claim

22 Extinguisher and alarm re-setting expenses

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

23 'All Risks' away from the premises

(applicable to the items specifically stated in the schedule)

Where 'Unspecified Items' is shown in the schedule the following limits apply

Contents other than **personal belongings**

£1,000 for any one item

Personal belongings belonging to persons detailed in **contents**

£500 for any one person

£250 for any one item

£5,000 for all claims in any one period of insurance

The insurance by any item to which this extension applies is for accidental **damage** to the items insured situated anywhere in the area covered (as shown in the schedule) by any cause other than

- (a) **damage** to the **item insured** caused by or consisting of inherent vice latent defect depreciation gradual deterioration wear and tear its own faulty or defective design or materials faulty or defective workmanship mechanical or electrical breakdown failure or breakage but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
- (b) **damage** caused by or consisting of corrosion rust dust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish
- (c) **damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software
- (d) **damage** to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
- (e) **damage** caused by atmospheric and climatic conditions (other than storm or flood)
- (f) **damage** to a trailer or caravan whilst attached to or being towed by a motor vehicle
- (g) **damage** by theft or attempted theft from any unattended vehicle unless
 - (i) the vehicle is locked at all points of access
 - (ii) there are visible signs of forcible and violent entry to the vehicle
 - (iii) the property (unless permanently fixed in position) is out of sight in a locked compartment or locked boot within the vehicle
- (h) **damage** by malicious persons theft storm or flood to moveable property left in the open

24 Raffle prizes and donated goods

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

Limit

£1,500 in any one period of insurance

Memoranda

1 Reinstatement of property

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

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

2 Reinstatement basis of settlement

(applicable unless stated otherwise in the schedule)

Subject to the following special conditions the basis upon which the amount payable in respect of property insured under this section (but excluding bed linen **stock** and **personal belongings**) is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose 'reinstatement' means

- (a) the rebuilding or replacement of property lost or destroyed which provided **our** liability is not increased may be carried out
 - (i) in any manner suitable to **your** requirements
 - (ii) upon another site
- (b) the repair or restoration of property damaged

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

Special conditions applicable to this memorandum

- 1 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the time of commencement of any **damage our** liability shall not exceed that proportion of the amount of the **damage** which the said sum insured adjusted for index linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 2 **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 3 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the property insured at the time of its **damage** shall be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement
- 4 All the terms and conditions of the policy shall apply
 - (a) in respect of any claim payable under this memorandum except insofar as they are varied hereby
 - (b) where claims are payable as if this memorandum had not been incorporated

3 Day One Basis – non-adjustable

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

- 1 **You** have agreed the declared value incorporated in each item to which this extension applies and the premium has been calculated accordingly

'Declared value' means **your** assessment of the cost of reinstatement of the property insured (as defined in the Reinstatement memorandum) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- (a) the additional cost of reinstatement to comply with the stipulations defined in the European Union and Public Authorities (including undamaged portions) extension
- (b) professional fees
- (c) debris removal costs

- 2 At the inception of each period of insurance **you** shall notify **us** of the declared value of the property insured by each of the said item(s)

In the absence of such declaration the last amount declared by **you** (adjusted to reflect index-linking) shall be taken as the declared value for the ensuing period of insurance

- 3 In respect of each item to which this extension applies the following replaces Special conditions 1 and 4 of the Reinstatement basis of settlement memorandum

- (1) Each item insured under this memorandum is declared to be separately subject to the following condition of underinsurance namely

If at the time of **damage** the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph 1 of the Day One memorandum) at the inception of the period of insurance then **our** liability shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement

- (4) Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this memorandum had not been incorporated

The rights and liabilities of the **Company** and the **Insured** in respect of the **damage** shall be subject to the terms of the policy including any condition of underinsurance as if this memorandum had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this memorandum

4 Index-linking

Unless the Day One Basis – non-adjustable memorandum applies the sum insured by each **item insured** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

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

5 Underinsurance

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

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

6 Other interests

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

Exclusions

We shall not be liable in respect of

- 1 **damage** caused by pollution or contamination other than provided for under the Loss of oil gas or water extension of this section but this shall not exclude **damage** to the property insured not otherwise excluded caused by
 - (a) pollution or contamination which itself results from any of the **insured events** other than Accidental damage
 - (b) any of the **insured events** other than Accidental damage which itself results from pollution or contamination
- 2 consequential loss of any kind
- 3 Definitions specific to this exclusion

Data

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

Failure of a system

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

Microchip(s)

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

System(s)

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

Virus

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

damage to

- (a) **data** which shall include but shall not be limited to
 - (i) **damage** to or corruption of **data** whether in whole or in part
 - (ii) unauthorised appropriation of use of access to or modification of **data**
 - (iii) unauthorised transmission of **data** to any third parties
 - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
 - (v) **damage** arising out of any operator error in respect of **data**
 - (b) any items insured arising directly or indirectly from
 - (i) the transmission or impact of any **virus**
 - (ii) unauthorised access to a **system**
 - (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - (iv) **failure of a system**
 - (v) anything described in (a) above

but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission
- 4 **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

5 Equipment breakdown

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

Definitions

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

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

Accident(s)

means

- (a) electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force
- (b) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
- (c) **explosion** or **collapse** of steam boilers steam pipes steam engines or steam turbines owned or leased by **you** or operated under **your** control
- (d) **damage** to **covered equipment** operating under steam or fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- (e) **damage** to hot water boilers or other water heating equipment and their associated oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment

Additional expenses

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

Breakdown

means

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

Collapse

means the sudden and dangerous distortion (whether or not attended by rupture) of any part of the **covered equipment** caused by crushing stress by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

Computer equipment

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

Covered equipment

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

- (a) heating systems and hot water heaters
- (b) air circulation ventilation air-conditioning and non-process refrigeration systems
- (c) electrical panels emergency generators and electrical distribution systems
- (d) security alarm systems
- (e) lifts and escalators
- (f) office equipment including telephone systems fax machines copiers and printers
- (g) retail equipment bar-code scanners credit and debit card payment systems and cash registers
- (h) forklift trucks at the **premises**
- (i) **computer equipment**

Excluding

- (i) any structure foundation masonry brickwork cabinet compartment or air-supported structure or building
- (ii) any insulating or refractory material
- (iii) any sewer piping underground vessels or piping or piping forming a part of a sprinkler system
- (iv) any water piping other than boiler feedwater piping boiler condensate return piping or water piping forming a part of a refrigerating or air-conditioning system
- (v) any vehicle or mobile lifting equipment (other than forklift trucks at the **premises**) or aircraft or floating vessel including any equipment mounted on such vehicle or mobile lifting equipment or aircraft or floating vessel
- (vi) any dragline excavation or construction plant or equipment
- (vii) any tool die-cutting edge crushing surface trailing cable non-metallic lining driving belt or band or any other part of **covered equipment** which is exchangeable and requires periodic renewal
This exclusion is limited to **damage** involving those parts themselves and shall not apply to other resultant **damage**
- (viii) any equipment manufactured by **you** for sale
- (ix) kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters
- (x) fixed aerials satellite dishes wind turbines and solar panels

Explosion

means the sudden and violent rending of the **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents

Hazardous substance

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

Media

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

Cover

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

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

Maximum liability

The total amount **we** will pay in respect of this section shall not exceed £5,000,000 in any one period of insurance subject to a limit of £250,000 in any one period of insurance for **computer equipment**

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

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

Extensions

The insurance by this section is extended to include the following

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

1 Computer equipment

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

Limit

£250,000 any one period of insurance

2 Reinstatement of data

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

Providing that

- (a) **our** liability is limited solely to the cost of reinstating data to **media**
- (b) **we** shall not be liable for any losses discovered later than 180 days after the loss was initiated
- (c) **we** shall not be liable for loss or damage to software
- (d) **we** shall not be liable under this extension for costs more specifically described under the Increased cost of working extension

Special condition - Back-up records

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

Limit

£25,000 any one period of insurance

3 Increased cost of working

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

Limit

£25,000 any one period of insurance

4 Business interruption

If the Business interruption section of this policy is operative **we** will pay to **you** in respect of each item in the business interruption schedule the loss occurring during the indemnity period (as defined in the Business interruption section) following an **accident** to **covered equipment** that results in the **business** being interrupted or interfered with

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

5 Hazardous substances

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

Limit

£10,000 any one period of insurance

6 Expediting expenses

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

Limit

£20,000 any one period of insurance

7 European Union and Public Authorities

(including undamaged portions)

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

Limit

£15,000 any one period of insurance

8 Loss avoidance measures

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

Provided that

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

Limit

£5,000 any one period of insurance

9 Damage to own surrounding property

We shall be liable for **damage** to property belonging to **you** or in **your** custody and control and for which **you** are responsible directly resulting from explosion or collapse of any steam boiler steam generator economiser superheater steam pipework or steam vessel

Limit

£1,000,000 any one **accident**

Memoranda

1 Reinstatement of property

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

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

2 Reinstatement basis of settlement in the event of a claim

(applicable unless stated otherwise in the schedule)

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

For this purpose 'reinstatement' means

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

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

Special conditions applicable to this memorandum

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

Exclusions

We shall not be liable in respect of

- (1) **damage** caused by or resulting from
 - (a) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
 - (b) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
But if **damage** from an **accident** results **we** shall be liable for that resulting **damage**
 - (c) mould fungus mildew or yeast
 - (d) the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul
 - (e) installation erection dismantling re-siting transportation or removal of **covered equipment** other than re-siting transportation or removal under its own power whilst at its operating site
 - (f) accidental failure of the power supply
- (2) **damage** to **computer equipment** which is recoverable under a maintenance agreement warranty or guarantee
- (3) in respect of the Business interruption extension any delay in resuming operations resulting from the need to reconstruct or re-input data or programs on **media** nor for the costs incurred in so doing where the **Insured** has not fully complied with the Special Condition – Back-up records
- (4) any liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency of **covered equipment**
- (5) **damage** resulting from malicious persons riot civil commotion strikers locked-out workers or persons taking part in labour disturbances occurring in Northern Ireland
- (6) any **damage** or loss directly or indirectly caused by or in consequence of the act or order of any lawfully constituted authority
- (7) Definitions specific to this exclusion

Data

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

Failure of a system

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

Microchip(s)

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

System(s)

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

Virus

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

damage to

- (a) **data** (other than as provided for under the Reinstatement of data extension) which shall include but shall not be limited to
 - (i) **damage** to or corruption of **data** whether in whole or in part
 - (ii) unauthorised appropriation of use of access to or modification of **data**
 - (iii) unauthorised transmission of **data** to any third parties
 - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
 - (v) **damage** arising out of any operator error in respect of **data**
- (b) any items insured arising directly or indirectly from
 - (i) the transmission or impact of any **virus**
 - (ii) unauthorised access to a **system**
 - (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - (iv) **failure of a system**
 - (v) anything described in (a) above

but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission
- (8) **damage** cost or expense that is or can be insured elsewhere in this policy
- (9) **damage** caused by or resulting from the deliberate act of any person carried out with the intention to cause **damage**
- (10) **damage** to livestock plants or perishable stock

6 Business interruption

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

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

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

Definitions

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

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

Adjusted

means adjusted as necessary to provide for the trend of the **business** and any other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the adjusted figures represent as near as possible the results which would have been obtained during the relative period after the **damage** had the **damage** not occurred

Annual rent receivable or **annual revenue** or **annual turnover**

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

Computer equipment

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

Damage

means destruction or damage caused by any of the **insured events**

Estimated gross profit or **estimated revenue** or **estimated rent receivable**

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

Gross profit

means

(a) the sum of the **turnover** the closing stock and work in progress less

(b) the sum of the opening stock work in progress purchases and related discounts bad debts and any other expenses specified in the schedule (as defined in **your** books and accounts)

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

Indemnity period

means the period beginning with the occurrence of the **damage** and ending not later than the expiry of the maximum indemnity period during which the results of the **business** are affected as a result of the **damage**

Insured events

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

Rate of gross profit

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

Rent receivable

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

Revenue

means the money paid or payable to **you** for services rendered in the course of the **business** at the **premises** less any expenses shown as excluded on the schedule

Standard rent receivable or standard revenue or standard turnover

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

Suppliers

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

Turnover

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

Cover

If any property used by **you** at the **premises** suffers **damage** during the period of insurance and as a result the **business** at the **premises** is interrupted or interfered with **we** will pay to **you** the following

For each item in the schedule the amount of loss as a result of the interruption or interference

Provided that

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

Amount payable Gross profit Revenue or Rent receivable items

The amount payable is limited to

- (a) loss of **gross profit** due to a reduction in **turnover** or loss of **revenue** or loss of **rent receivable**
- (b) additional expenditure

occurring during the **indemnity period** and the amount payable as indemnity shall be

- (i) for loss of **gross profit** the reduction in **turnover** being the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall as a result of the **damage** fall short of the **standard turnover**
- (ii) for loss of **revenue** or **rent receivable** the amount by which the **revenue** or **rent receivable** during the **indemnity period** shall as a result of the **damage** fall short of the **standard revenue** or **standard rent receivable**
- (iii) additional expenditure (**gross profit** is subject to the uninsured standing charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** or loss of **revenue** or **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding
 - 1 the sum produced by applying the **rate of gross profit** to the amount of the reduction avoided
 - or
 - 2 the amount of the reduction in **revenue** or **rent receivable** avoided

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

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

- (a) sum produced by applying the **rate of gross profit** to the **annual turnover** or
- (b) **annual revenue** or
- (c) **annual rent receivable**

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

If the sums insured are declaration-linked the above provision does not apply nor proviso 1 under 'Cover' and **our** liability for any **estimated gross profit** or **estimated revenue** or **estimated rent receivable** shall not exceed 133⅓% of the estimated figure shown in the schedule

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

Amount payable Additional increase in cost of working item

The amount payable is limited to further additional expenditure occurring during the **indemnity period** beyond that recoverable under paragraph (iii) of Amount payable (Gross profit Revenue or Rent receivable items) necessarily and reasonably incurred to minimise any interruption or interference with the **business** during the **indemnity period**

Amount payable Additional cost of working items

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

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

Alternative trading clause

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

Uninsured standing charges clause

Any standing charges that are deducted when calculating **gross profit** are not insured and the amount of additional expenditure recoverable under paragraph (iii) of Amount payable (Gross profit Revenue or Rent receivable items) will be in the proportion of **gross profit** to **gross profit** and uninsured standing charges

Professional accountants' charges

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

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

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

Payments on account

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

Extensions

This section is extended to cover loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of the following

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

1 Prevention of access

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

- (a) **damage** to neighbouring property by any of the **insured events**
- (b) any action of Government Police or Local Authority due to an emergency which could endanger human life or neighbouring property

Excluding

- (i) any loss covered under the Utilities extension
- (ii) in respect of (b) any restriction of use of less than 4 hours
- (iii) any period when access to the **premises** was not prevented or hindered

Our liability for any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule

2 Utilities

Damage by any of the **insured events** at any

- (a) generating station or sub-station of **your** electricity supplier
- (b) land-based premises of **your** gas supplier or any directly linked natural gas producer
- (c) water works or pumping station of **your** water supplier
- (d) land-based premises of **your** telecommunications services provider

Our liability for any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule

3 Suppliers' extension

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

- (a) any **supplier** specified in the schedule up to the limit shown against their name
If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of 133⅓% of the relevant Estimate but not exceeding £100,000 any one incident
- (b) any of **your suppliers** other than as stated in (a)
Limit £50,000 any one incident
- (c) Any of **your** storage sites
Limit £50,000 any one incident

4 Customers' extension

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

Limit

£15,000 any one incident

5 Failure of supply

Failure of the supply to **your premises** of electricity gas or water from any cause other than the deliberate act of the supplier in withholding or restricting supply

Excluding any restriction of use of less than 4 hours

Limit

£5,000 any one incident

6 Failure of telecommunication services

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

Excluding any restriction of use of less than 4 hours

Limit

£5,000 any one incident

7 Bomb scare

Any bomb scare at or in the vicinity of the **premises**

For the purpose of this extension the General terrorism exclusion does not apply

Limit

£5,000 for any one incident

8 Reinstatement of data

We will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of **damage** to **computer equipment** at **your premises**

Providing that

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

Special condition – Back-up records

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

Limit

£25,000 any one period of insurance

9 Computers – Increased Cost of Working

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

Limit

£25,000 any one period of insurance

10 Other venues

Damage by any of the **insured events**

- (a) occurring at any premises not in **your** occupation within the **geographical limits** where **you** are holding or participating in an event or exhibition
- (b) to **your** property for use in connection with the event or exhibition whilst at **your premises** or whilst in transit by road rail or inland waterway

Limit

£10,000 any one incident

11 Book debts

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

- (a) **we** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances
- (b) **we** will pay additional expenditure incurred with **our** previous consent in tracing and establishing customers' debit balances after the **damage**
- (c) **we** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim

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

Limit

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

Special condition

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

12 Death of Patron

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

Limit

£25,000 any one period of insurance

For the purposes of this extension the maximum indemnity period is three months

In respect of (b) the indemnity period commences from the date the criminal investigation or act offending public taste became public knowledge

13 Specified disease murder food poisoning defective sanitation vermin

- a) any occurrence of a **specified disease** at the **premises**
- b) any discovery of an organism at the **premises** resulting in or likely to result in the occurrence of a **specified disease**
- c) any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**
- d) any accident causing defects in drains or other sanitary arrangements at the **premises**
- e) any discovery of vermin or pests at the **premises**
which causes restrictions in the use of the **premises** on the order or advice of the competent local authority
- f) murder rape or suicide at the **premises**

Definitions specific to this extension

Specified disease

means

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

Special conditions applicable to this extension

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

Memorandum

Index-linking

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

The annual renewal premium will be amended accordingly

Special conditions

1 Renewal clause – Declaration-linked basis

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

2 Premium adjustment clause

(a) Sum insured basis

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

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

(b) Declaration-linked basis

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

You shall supply **us** within six months of the expiry of each period of insurance a declaration certified by **your** auditors of **your gross profit** or **revenue** or **rent receivable** for the financial year most closely corresponding with the period of insurance

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

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

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

7 Money with assault

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

Definitions

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

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

Bodily injury

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

Business hours

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

Deferment period

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

Insured persons

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

Loss of eye(s)

means total and irrecoverable loss of sight of an eye or eyes

Loss of limb(s)

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

Medical expenses

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

Money

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

Money in transit

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

Non-negotiable money

means crossed cheques (other than pre-signed blank cheques) crossed postal orders crossed money orders crossed bankers drafts National Savings certificates Premium Bonds stamped National Insurance cards credit and debit card sales vouchers Value Added Tax purchase vouchers and unused credit on postal franking machines

Other money

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

Permanent total disablement

means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Personal custody

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

Temporary partial disablement

means disablement from engaging in or giving attention to a substantial part of usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Temporary total disablement

means disablement from engaging in or giving attention to usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover A – Money

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

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

Extensions

The insurance by this section is extended to include the following

1 Damage to safes

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

2 Damage to clothing and personal effects

We will indemnify **you** against **damage** to clothing and personal effects belonging to **you** or any of **your** directors partners trustees employees **authorised volunteers** or representatives arising in connection with theft or attempted theft of insured **money**

3 Dishonesty of employee

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

- (i) such loss is not more specifically insured
- (ii) the loss is discovered within 28 days of the occurrence
- (iii) **our** liability for such loss shall not exceed £2,000 per person nor £5,000 in total in any one period of insurance

4 Fraud and identity theft

We will indemnify **you** for

- (a) loss resulting from the fraudulent use of any credit or debit card ordinarily used in connection with the **business**
Excluding
 - (i) loss due to the use of any card where the terms under which it has been issued have not been fully complied with
 - (ii) losses covered by a bank or card issuer
 - (iii) fraudulent use by **you** or **your** directors trustees **authorised volunteers** or partners
Limit £1,000 per card any one period of insurance
- (b) the reasonable and necessary costs incurred with **our** consent in protecting the interests of **your business** following the fraudulent use of the identity of the **business** or of **your** directors trustees **authorised volunteers** partners or employees by a third party for the purposes of obtaining credit
Limit £1,000 any one period of insurance

5 Fund-raising events

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

- (i) **money** whilst in the course of transit or in a bank night safe
- (ii) **money** whilst being counted or in the home of any **employee** or **authorised volunteer**
- (iii) **money** in a locked safe in the **premises**

Exclusions

We shall not be liable in respect of loss

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

Special conditions

Safe keys

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

Cash escort

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

2 persons

£3,000 to £5,000

3 persons

Over £5,000 but less than £10,000

A professional security firm

£10,000 or over

Cover B – Assault extension

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

Scale of benefits

- 1 Death
£10,000
- 2 **Loss of limb(s)** or **loss of eye(s)**
£10,000
- 3 **Permanent total disablement**
£10,000
- 4 **Temporary total disablement**
£100 per week
- 5 **Temporary partial disablement**
£10 per week

Extension

Hospital benefit and medical expenses

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

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

Exclusions

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

- (1) arising from wilful exposure to needless peril (except in an attempt to save human life)
- (2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 70 years

Special conditions

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

8 Fidelity

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

Definitions

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

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

Acting in collusion

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

Commencement date

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

Employee(s)

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

- (1) under a contract of service or apprenticeship with **you**
- (2) engaged as a work experience student or youth training scheme participant while under **your** direct control and supervision

One claim

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

Cover

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

- (1) this section after the **commencement date** applicable to such **employee** or **authorised volunteer** or
 - (2) any superseded fidelity insurance effected by **you** but not discovered during the period stipulated in such insurance but
 - (a) only to the extent that such loss would have been insured had the superseded insurance remained in force
 - (b) only if uninterrupted fidelity insurance cover has been maintained and the loss is discovered not later than 24 months after the termination of
 - (i) the insurance in respect of such **employee** or **authorised volunteer** or
 - (ii) this section
- whichever occurs first

We will also provide indemnity for auditors' fees incurred with **our** written consent to substantiate the amount of any claim provided that **our** liability including liability for auditors' fees shall not exceed the specific limit of indemnity shown in the schedule any **one claim** in respect of any **employee authorised volunteer** category of **employee** or category of **authorised volunteer** nor the aggregate limit of indemnity shown in the schedule any one period of insurance

If **one claim** is caused by **employees** or **authorised volunteers acting in collusion our** liability shall not exceed whichever of the individual limits of indemnity applicable to the **employees** or **authorised volunteers** concerned is largest and in any event not exceed the aggregate limit of indemnity shown in the schedule

Memorandum

Upon the notification of a claim the specific limit of indemnity and aggregate limit of indemnity for **employees** and **authorised volunteers** not the subject of such claim shall be maintained provided that

- (1) **you** agree to pay any required additional premium
- (2) the reinstated amount of indemnity shall apply only to acts of fraud or dishonesty committed subsequent to the date of notification of the claim

Special conditions

- 1 (Applicable only if shown as operative in the schedule)

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

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

Minimum standard of control

- (i) All cheques or other bank instruments exceeding £10,000 shall require two manually applied signatures to be added after the amount has been inserted
You shall advise **your** bankers accordingly
No cheque or instrument shall be signed until one signatory has examined the supporting documentation
- (ii) In respect of **employees** not paid by crossed cheque or credit transfer the list of employees and the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct
At least quarterly and independently of persons responsible the payroll shall be checked to minimise the possibility that fictitious names and enhanced payments have been included
- (iii) **Employees** and **authorised volunteers** receiving cash and cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt or next banking day
- (iv) Statement of account for all amounts due will be issued at least monthly and direct to customers independently of **employees** or **authorised volunteers** receiving or collecting monies
Action by management shall be taken if an account becomes three months overdue
- (v) Independently of the responsible **employees** or **authorised volunteers** bank statements receipts counterfoils and supporting documents shall be checked at least monthly against the cash book entries and the balance tested with cash and unpresented cheques
- (vi) Cash in hand and petty cash shall be checked independently of the responsible **employees** or **authorised volunteers** at least monthly and additionally without warning every six months
- (vii) There will be a physical check on all stock and materials held against verified stock records independent of the responsible **employees** or **authorised volunteers** at intervals of not more than 12 months except where otherwise stated

- (viii) Different **employees** or **authorised volunteers** acting independently shall be responsible for the ordering of stock and materials the recording of receipt of such and the authorising of payment for them
- (ix) Security checks will be built into all computer functions with reconciliation's made as necessary
Responsibilities for authorisation of transaction processing of transactions and handling of output shall be exercised by different **employees** or **authorised volunteers**
- (x) **Your** accounts including any subsidiary companies shall be examined by external auditors every 12 months
All recommendations or alternatives acceptable to the auditors shall be implemented without delay
- (xi) Every **employee** or **authorised volunteer** who is responsible for money goods accounts computer operations or programming must take an uninterrupted break of at least two weeks in each calendar year during which
 - (a) they carry out no duties on **your** behalf and
 - (b) other than electronic mail they have no means of external access to **your** computer systems and
 - (c) they stay away from any of **your** premises

- 2** **You** shall obtain satisfactory references to confirm the honesty of all **employees** and **authorised volunteers** who are
- (a) responsible for money goods accounts computer operations or computer programming and
 - (b) engaged after the commencement of this section and
 - (c) subject to an indemnity of greater than £5,000

Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the **employee** or **authorised volunteer** is entrusted without supervision

Reference need not be obtained in respect of **employees** and **authorised volunteers** who have satisfactorily and continuously served **you** for at least one year in another capacity before being entrusted with the duties referred to above

In respect of **employees** or **authorised volunteers** joining directly from school or government sponsored youth training schemes one character reference shall be obtained

The original of each written reference shall be retained by **you** and shall be made available for inspection by **us** on request

- 3** Any money of the **employee** or **authorised volunteer** held by **you** and any money which but for the **employee's** or **authorised volunteer's** dishonesty would have been due to the **employee** or **authorised volunteer** from **you** shall be deducted from the amount otherwise payable under this insurance

The **Insured** and the **Company** shall share any other recovery (excluding insurance and reinsurance and any counter-security taken by the **Company**) made by either on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss

- 4** Irrespective of the number of periods of insurance during which this section (and any substituted section or policy) shall remain in force **our** liability for any **one claim** shall not exceed the specific limit of indemnity as shown in the schedule applicable at the time of the loss and **our** liability any one period of insurance shall not exceed the aggregate limit of indemnity as shown in the schedule applicable during that period of insurance

Exclusion

We shall not be liable for loss of interest or consequential loss of any kind

9 Goods in transit

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

Definition

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

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

Geographical limits

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

Insured property

means

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

Whilst in transit

means

- (a) whilst being loaded on to or unloaded from the vehicle used for the transit
- (b) whilst on the vehicle in transit to and from its destination within the ***geographical limits***
- (c) whilst on the vehicle on a vehicle ferry during direct sea transits between parts of the ***geographical limits***

Cover

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

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

Extensions

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

1 Personal effects

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

2 Debris removal

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

Memoranda

1 Reinstatement of property

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

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

2 Underinsurance

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

Exclusions

We shall not be liable for

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

10 Personal accident

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

Definitions

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

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

Accidental bodily injury

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

Act of terrorism

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

Deferment period

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

Insured person

means as specified in the schedule

Loss of eye(s)

means total and irrecoverable loss of sight in an eye or eyes

Loss of limb(s)

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

Medical expenses

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

Permanent total disablement

means permanent total and absolute disablement (other than by ***loss of limb(s)*** or ***loss of eye(s)***) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Temporary partial disablement

means disablement from engaging in or giving attention to a substantial part of usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Temporary total disablement

means disablement from engaging in or giving attention to usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover

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

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

The schedule will show whether Cover A or B applies

Scale of benefits

The level of benefits are shown in the schedule

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

- 1 Death**
£2,500
- 2 Loss of limb(s) or loss of eye(s)**
£2,500
- 3 Permanent total disablement**
£2,500
- 4 Temporary total disablement**
£25 per week
- 5 Temporary partial disablement**
£10 per week

Extensions

1 Hospital benefit and medical expenses

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

- (1) at any time if Cover A applies
- (2) arising out of and in the course of their employment by **you** if Cover B applies

We will pay

- (a) **medical expenses** incurred by the **insured person**
Limit £2,500
- (b) £20 a day up to £200 if as a result of the bodily injury the **insured person** goes into hospital for in-patient treatment

2 Clothing and personal effects

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

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

Exclusions

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

- (1) arising from
 - (a) any consequence of suicide or deliberate self-injury intoxication sexually transmitted infections insanity pregnancy childbirth the treatment of drug addiction or the influence of drugs unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner
 - (b) any health problem which **you** or the **insured person** know of or should have known about at the start of the insurance or when it was renewed and which has not been accepted by **us** in writing
 - (c) wilful exposure to needless peril (except in an attempt to save human life)
 - (d) any **insured person** taking part in practising or training for any of the following excluded activities
 - Aqualung diving
 - Flying (except as a fare-paying passenger) hang-gliding or parachuting
 - Hunting on horseback polo showjumping or steeple chasing
 - Driving riding or sailing in any kind of race
 - Riding motor cycles or motor scooters as a driver or passenger
 - Winter sports other than curling or ice-skating
 - Football other than amateur Association or rugby football
 - Mountaineering cliff or rock-climbing abseiling subterranean or elastic rope sports or activities
 - Any pursuit or activity involving personal danger or hazard
 - Playing in any sport professionally
 - Service in the armed forces
 - (2) sustained by any person under the age of 16 years or to any person after the expiry of the period of insurance in which that person attained the age of 70 years
 - (3) directly or indirectly caused or contributed to by an **act of terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause
- If **we** allege that by reason of this exclusion any **accidental bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**

Special conditions

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

11 Loss of licence

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

Definitions

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

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

Cancel/Cancelled/Cancellation

Cancel/Cancelled/Cancellation under the provisions of any legislation governing **licence** issue and if relevant refusal to renew

Gross income

The amount payable to **you** for goods sold and services provided in the course of **your business** at the **premises** less the costs of the goods sold

Indemnity period

means the period beginning with the **cancellation** of the **licence** and ending not later than 12 months thereafter (or when the **premises** are sold if earlier) during which the results of the **business** shall be affected as a result of the **cancellation** of **licence**

Licence(s)

means any premises licence granted under the Licensing Act 2003

Cover

If during the period of insurance and from any cause outside **your** direct control the **licence** in respect of the **premises** is **cancelled we** will pay or make good to **you your** loss for

- (1) depreciation in the value of **your** interest in the **premises** covered by the **licence**
- (2) (a) the amount which the **gross income** during the **indemnity period** is less than the **gross income** during the equivalent period immediately prior to the **cancellation** of the **licence**
 (b) any reasonable additional expenses incurred to maintain **gross income** during the **indemnity period** but not more than the loss avoided under 2 (a) above
 less any amount saved during the **indemnity period** for expenses of the **business** payable out of **gross income** which cease or are reduced as a result of the **cancellation** of the **licence**

We will not pay any claim under this section if **you** are entitled to receive compensation under the provisions of any Act of Parliament for the **cancellation** of **licence**

The most **we** will pay in any one period of insurance under 1 and 2 above in total is £100,000 or the limit of liability stated in the schedule

Special conditions

- 1 **You** shall on becoming aware of any
 - (a) complaint against the **premises** or its management
 - (b) proceedings against or conviction of the registered person **licence** holder or the manager tenant or occupier of the **premises** for any breach of the law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his or her honesty moral standing or sobriety
 - (c) change in the tenancy management of the **premises** or **licence** holder
 - (d) objection to renewal or other circumstances which may result in **cancellation** of **licence**
 - (e) transfer or proposed transfer of the **licence**
 immediately give notice to **us** in writing and supply any additional information and assistance as **we** reasonably require
- 2 In the event of the death bankruptcy incapacity desertion of the **premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his or her honesty moral standing or sobriety) of the tenant manager occupier or **licence** holder **you** shall where practicable recruit a suitable person to replace him or her and if necessary apply to the licensing authority to obtain a **licence** for that person

Claims conditions

In the event of the **licence** being **cancelled** or **your** receiving notice of a proposal to **cancel** the **licence** **you** shall

- (a) give notice to **us** in writing within 24 hours of receiving knowledge of such actual or threatened event stating the grounds upon which the **licence** is or may be **cancelled**
- (b) apply at **your** own expense if required by **us** for the grant of such new **licence** for the same or alternative premises to enable **you** to continue the **business** in a similar or alternative form
- (c) if requested by **us** within 30 days provide at **your** expense a statement of **your** loss and documents fairly required by **us** to verify **your** loss together with (if demanded) a statutory declaration of the truth of the claim and of any related matter and give **us** free access to the **premises** and **your** books and accounts as may be necessary for ascertaining the amount of **your** claim under this section
- (d) take at **your** expense all practicable steps to minimise a claim
- (e) at **our** request and at **our** expense do or allow to be done everything reasonably required by **us** for the purpose of making any recoveries from other parties (whom **we** would be entitled to pursue upon settlement of **your** claim) whether such action is necessary before or after **we** pay **your** claim under this section

Exclusions

We shall not be liable for any claim arising from

- (1) any **cancellation** of **licence** which arises directly or indirectly from any town or country planning improvement redevelopment or compulsory purchase order or from any surrender reduction or redistribution of **licences** in connection with such order
- (2) any **cancellation** of **licence** which results from any alteration in the law
- (3) premises which are
 - (i) altered without the approval of the licensing or other authority
 - (ii) closed for any period not required by law
 - (iii) not maintained in good sanitary and general repair
- (4) any direction or requirements of the licensing or other authority which are not complied with
- (5) the bankruptcy or insolvency of **you**

General information

Complaints procedure

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

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

For all complaints other than Legal expenses complaints

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

Tel: 0345 777 3322

Email: complaints@ecclesiastical.com

For Legal expenses complaints

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

Tel: 0344 893 9013

Email: customerrelations@das.co.uk

Our promise to you

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

To resolve your complaint we will:

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

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

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

Tel: 0800 0 234 567

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

Web: www.financial-ombudsman.org.uk

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

This complaints handling procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

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

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

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

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme
10th Floor, Beaufort House,
15 St Botolph Street,
London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email enquiries@fscs.org.uk

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

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

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

For further information on any
of our products or services, please speak
to your broker.

Or visit us at

www.ecclesiastical.com



Beaufort House, Brunswick Road,
Gloucester GL1 1JZ

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Ecclesiastical Insurance Group plc (EIG) Reg. No. 1718196. Ecclesiastical Life Ltd (ELL) Reg. No. 243111. E.I.O. Trustees Ltd Reg. No. 941199. All companies are registered in England at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, UK.

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