



Clubs, Groups and Societies

Policy Document

Protecting your community.
Insuring your future.

ansvar



Clubs, Groups and Societies is especially designed for associations or organisations dedicated to a particular interest or activity.

Welcome to Ansvar



Thank you for insuring with Ansvar and we welcome you as a policyholder.

We have been trading in the UK for more than 60 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Your policy wording, including the schedule is the evidence of the legal contract for this insurance. You should read this policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in policy details or in policy cover. Please contact your insurance advisor or us immediately if this policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure for full details.

Underwritten by Ecclesiastical Insurance Office plc

Where to find what you are looking for

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Making a Claim

ANY CLAIMS APART FROM GLASS OR LEGAL EXPENSES

Phone: **0345 606 0431**

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

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

Email: ansvarclaims@ansvar.co.uk

Online: www.ansvar.co.uk

EMERGENCY GLASS REPLACEMENT

Phone: **0345 6000 148**

- If you suffer glass breakage you can call our selected specialist provider who will effect a rapid repair.
- If you are insured for glass breakage, they will issue separate invoices to:
 - you in respect of any policy excess and recoverable VAT
 - Ansvar for the remaining cost.
- If the glass is not insured, you will be solely responsible for the entire cost of repairs.

LEGAL EXPENSES

Phone DAS: **0345 850 8946** quoting reference EPS/6700861

Email: newclaims@das.co.uk

Write to: Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

If you wish to speak to DAS about a legal problem or make a claim, please phone 0345 850 8946. DAS will ask you about your legal issue and if necessary, call you back to deal with your query.

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

To report your claim, call DAS on 0345 850 8946, available 24 hours a day, 7 days a week. Have your reference number EPS/6700861 ready and DAS will ask you about your claim.

DAS will check your claim is covered by your policy and, if it is, will send it to a lawyer who specialises in your type of claim.

The lawyer will assess your case and tell you how likely it is you will win. If you are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. DAS' claims handlers can answer any questions you may have when they receive your claim. Alternatively, you can visit www.das.co.uk/legal-protection/how-to-claim

FOR ALL CLAIMS

- The action to be taken by you in the event of any incident which may give rise to a claim is shown in general condition 11 (Claims Procedure (Your Duties)) of this policy.
- Additional actions to be taken by you in the event of a claim also apply to the Personal Accident, Reputational Risks and Cyber sections, you should refer to those sections for full details.
- Some sections of the policy contain special requirements, these are things that you must, or must not do. Failure to comply with the requirement could mean that we will not pay a claim. Special requirements can be found before the extensions to a section of cover.

The following notes may assist in relation to particular covers. Please note that failure to follow these steps could affect whether the claim is covered or the amount we pay.

PROPERTY DAMAGE AND ALL RISKS

- After any loss or damage you must take all reasonable steps to prevent further loss or damage.
- If the damage is serious, we may decide to appoint an independent loss adjuster or investigator to deal with your claim, therefore you must contact our claims department immediately for further assistance.
- Claims for damage by riot, civil commotion, strikes or labour disturbances must be reported to us and the police within 7 days in order to protect your, and our, rights of recovery against the police authorities.
- If possible, obtain competitive estimates for the repair and, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged property is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the requested information, with a completed claim form where requested, for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.
- When necessary, you should arrange for emergency repairs to be carried out to prevent further damage.

LIABILITY (CLAIM BEING MADE AGAINST YOU)

- If someone is making a claim against you, please notify us immediately.
- Do not make any promise to pay.
- Send any letter or document, email or electronic message to us unanswered.

MONEY

We require substantiation to support your claim and the loss needs to be reported to the police immediately on discovery.

REFRIGERATED CONTENTS

Please compile a list of the spoilt contents and if possible, a photograph of the items.

SALVAGE

All salvage must be protected and retained for our inspection, unless we or the loss adjuster have instructed you to the contrary.

THEFT, LOSS AND MALICIOUS DAMAGE

Tell the police as soon as reasonably possible if property is stolen or maliciously damaged and obtain a crime reference number. If a valuable item is lost, you should still contact the police in case your property has been handed in. You must take all reasonable steps to prevent any further loss.

Helpline and Online Services

Phone DAS: **0345 850 8946** quoting reference EPS/6700861

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 (unless we say otherwise), however in some instances, we may need to arrange to call you back.
- To help check and improve the services all calls may be recorded.
- We and the suppliers will not accept responsibility if the Helpline Services fail for reasons we or they cannot control.
- Please do not phone DAS to report a general insurance claim.

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

EMERGENCY ASSISTANCE

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

Advice can be provided on any commercial legal problem affecting the business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible, DAS will arrange a call back at a time to suit you.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist matters, DAS will refer you to one of their specialist advisors. Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, DAS will arrange to call you back.

TAX ADVICE (COMMERCIAL)

Advice can be provided on any tax matters affecting the business, under UK law.

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

COUNSELLING

Phone DAS: **0345 850 8947**

DAS will provide your employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

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

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

EMPLOYMENT MANUAL

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit **www.das.co.uk**.

If you'd like notifications of when updates are made to the Employment Manual, please email DAS at employmentmanual@das.co.uk quoting your reference number as above.

DAS BUSINESSLAW

Visit www.dasbusinesslaw.co.uk to access the free online law guide and download legal documents to help your business.

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

Register using the voucher code DAS472301 to gain access to a range of free documents.

Helpline and Online Services

Approved suppliers provide the following services.

PUBLIC RELATIONS (PR) CRISIS & MEDIA ASSISTANCE HELPLINE SERVICE

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

A dedicated PR crisis helpline that includes PR legal advice.

NOTE:

- If you require more than helpline advice and cover under section 7 Reputational Risks is not operative on your policy schedule, then you will need to separately agree terms with the supplier and be responsible for any costs incurred.
- DAS Legal Expenses Insurance Company Limited have confirmed that PR legal advice received prior to discussion with them will not invalidate any insured claim.

A PR crisis could be defined as:

"Any incident which has the potential to negatively challenge and affect the public or stakeholders' confidence in an organisation and interfere with its ability to continue operating normally".

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

Media types:

Broadcast: Television and radio

Online: Social media sites such as Twitter and Facebook

Print: National newspapers and regional press.

RISK ADVICE LINE (provided by Ecclesiastical professionals or external specialists)

Phone: **0345 600 7531**

Email: risk.advice@ecclesiastical.com

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

- property protection, security, business continuity planning
- health and safety, food safety, environmental management
- construction safety, fire safety, occupational health, water safety or asbestos.

This helpline is available Monday to Friday 9am to 5pm (excluding public and bank holidays).

The Financial Services Compensation Scheme (FSCS)

We are covered by The Financial Services Compensation Scheme (FSCS).

What this means for you

If we are unable to meet our obligations to you, the FSCS may be able to provide you with compensation. Limits apply depending on the product you have bought.

For further information on the scheme and the limits that apply, you can visit the website at www.fscs.org.uk or by contacting the FSCS directly on 0207 741 4100 or 0800 678 1100.

Complaints Procedure

If you are unhappy with our products or service, please contact us as soon as possible. You can complain in writing or by phone at any time to:

FOR ALL COMPLAINTS OTHER THAN LEGAL EXPENSES COMPLAINTS

Ansvar Insurance
4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS

Phone: **0345 60 20 999**

Email: ansvar.complaints@ansvar.co.uk

FOR LEGAL EXPENSES COMPLAINTS

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

Phone: **0344 893 9013**

Email: customerrelations@das.co.uk

Online complaint form: www.das.co.uk/about-das/complaints

OUR PROMISE TO YOU

We will aim to deal with your complaint within one business day.

To deal with your complaint we will:

- investigate your complaint thoroughly and impartially;
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.

For more complicated issues, we may need a little longer to investigate and we may ask you for more information to help us reach a decision.

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

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

Phone: **0800 023 4567**

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

Website: www.financial-ombudsman.org.uk

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

Policy Wording

This policy, its schedule, any endorsements and certificates are to be read together as one document.

We will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of this policy, during the **period of insurance** shown in the schedule, provided that **you** pay the premium and **we** accept the premium. **We** will communicate with **you** in English at all times.

SPECIAL NOTE (not forming part of this policy wording):

This policy includes:

- a) general exclusions and conditions. These apply to each and every section of this policy unless stated otherwise. The following general conditions are of particular importance and explain about:
- Cancellation: when you or we could cancel this policy
 - Misrepresentation: what happens if you misrepresent the risk to us or fail to disclose information
 - Fraud: the consequences of making a fraudulent claim
 - Alteration of risk: what you must do if the risk changes and the consequences if you fail to tell us
 - Law applicable: the law this policy shall be governed and construed in accordance with.
- b) special requirements. These are the requirements that you must comply with. The requirements are designed to reduce the risk of a claim or loss occurring, its severity, or the amount of a loss and we will not cover you if they have not been complied with. In some instances, we will still cover the claim or loss if you can establish that the failure to comply could not have increased the risk of the claim or loss arising in the circumstances in which it arises. We will say if this applies.

Definitions

Some words or phrases used in this policy and its endorsements are in **bold italics** and have particular meanings that are stated below unless otherwise specified. If they are not in **bold italics** then the normal everyday meaning will apply. These definitions apply equally where used in the singular or plural unless otherwise stated. The Terrorism section contains additional definitions, full details of which are contained in the Terrorism section.

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| accident | <p>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</p> <p>b) fracturing of any part of the covered equipment by frost when such fracture renders the covered equipment inoperative</p> <p>c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary</p> <p>d) electronic derangement</p> <p>e) rupture or bursting caused by centrifugal force</p> <p>f) artificially generated electrical current including electric arcing that damages electrical devices, appliances or wires</p> <p>g) explosion or collapse of covered equipment operating under steam or other fluid pressure</p> <p>h) damage to hot water boilers, other water heating equipment, oil or water storage tanks or other covered equipment operating under steam or fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment</p> <p>i) damage caused by operator error that results in the overloading of covered equipment</p> |
| act of terrorism | <p>a) The following definition applies to any section, or part of a section, for Property Damage, Business Interruption, All Risks and Money: in respect of:</p> <ol style="list-style-type: none"> i. England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) 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 ii. all other instances 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 <p>b) The following definition applies to any section, or part of a section, for Employers' Liability, Public and Products Liability, Professional Indemnity, Reputational Risks, Cyber or Trustees' and Directors' Indemnity 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</p> <p>c) The following definition applies to any section, or part of a section, for Personal Accident 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</p> |

Definitions

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| anchor location | a well-known third party business which is responsible for, and which your activities depends upon, attracting customers to the premises |
| appointed representative | the preferred law firm or tax consultancy , law firm, accountant or other suitably qualified person we appoint to act on the insured person's behalf in accordance with the terms of the Legal Expenses section to this policy |
| asbestos | asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos |
| bodily injury | death, illness, injury or disease |
| buildings | <p>the buildings at the premises used for your activities, including:</p> <ul style="list-style-type: none"> a) landlords fixtures and fittings b) fixed glass forming part of the buildings c) piping, ducting, cabling, wiring and associated control gear and accessories on the premises and extending to the public mains d) tenants' improvements e) outbuildings f) walls, gates, fences, decking, lychgates, monuments, notice boards, nameplates, signs and fixed garden seating g) paths, drives, car parks and other paved or hard-standing areas h) swimming pools i) fixed outdoor adventure and playground equipment j) artificial playing surfaces k) inspection covers and fixed: <ul style="list-style-type: none"> i. lighting ii. storage tanks iii. plant iv. alarm equipment v. closed circuit television equipment external to the buildings l) the following items fixed to the buildings: <ul style="list-style-type: none"> i. wind turbines less than 10kw generating capacity ii. solar or photovoltaic panels less than 50kw generating capacity m) aerials and satellite dishes fixed to the buildings all belonging to you or for which you are responsible |
| | <p>The definition of buildings does not include:</p> <ul style="list-style-type: none"> a) bridges, dams, land piers, jetties, culverts, excavations and marquees b) property or structures in the course of construction, or erection and any materials or supplies in connection with such property or structure (except where insured under the Minor Contract Works extension to the Property Damage section of this policy) |
| claim | your request to us for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause |
| claim made | <ul style="list-style-type: none"> a) any claim notified to us, or b) any circumstances which may give rise to a claim that you discover and notify to us during the period of insurance |
| collapse | the sudden and dangerous distortion (whether or not attended by rupture) of any part of the covered equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) |
| computer equipment | <ul style="list-style-type: none"> a) electronic computer or other data processing and/or storage equipment b) projectors, printers, scanners and other peripheral devices used in conjunction with a) c) portable computer equipment owned by you or for which you are responsible <p>For the Equipment Breakdown section only this definition is extended to include</p> <ul style="list-style-type: none"> d) software and programs licensed to you and installed on a) above |

Definitions

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| computer media | all forms of electronic magnetic and optical tapes and discs for use in any computer equipment |
| computer system | Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility For the Cyber section only this definition is as follows: hardware, data , computer networks, websites, intranet and extranet sites |
| computer virus | any malware, program code or programming instruction designed to have a damaging effect on a computer system |
| contents | electronic equipment, furniture, fixtures, fittings, plant, machinery, appliances, documents, computer equipment, data and all other contents, all used in connection with your activities and belonging to you or for which you are responsible The definition of contents does not include: a) landlords' fixtures and fittings b) tenants' improvements c) property more specifically insured d) clothing and personal effects e) money , credit or debit cards f) securities and financial instruments of any description whether negotiable or non-negotiable g) watercraft (unless non-mechanically propelled and under 9 metres in length), aircraft and aerospace devices, hovercraft, vehicles licensed for road use (other than power assisted wheelchairs or domestic gardening equipment), railway locomotives, rolling stock, horse boxes, trailers, trailer tents, caravans or any of the parts or accessories that belong to any of them h) any living creatures i) trees, shrubs, plants or other vegetation (except where more specifically noted by this policy) j) stock k) explosives l) any property owned by or the responsibility of individual insured persons in his/her/their own private capacity and not used in connection with your activities |
| | SPECIAL NOTE (not forming part of this policy wording): Cover is provided for contents for which you are responsible. This cover does not provide for contents belonging to hirers, tenants or other occupiers of the premises who must arrange separate insurance in their own name if they require cover for their property. |
| costs and expenses | a) legal costs and expenses recoverable from you by any claimant b) defence costs and expenses incurred with our written consent For the Legal Expenses section only this definition is as follows: a) all reasonable and necessary costs chargeable by the appointed representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment b) the costs incurred by opponents in civil cases if the insured person has been ordered to pay them or the insured person pays them with the agreement of DAS |
| countries covered | a) for insured incidents 2 Legal Defence (excluding 2.a)v – Legal defence (Formal investigations and disciplinary hearings) and 2.a)vi – Legal defence (Statutory notice appeals) and 7 Personal injury: the United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, North Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey b) for all other insured incidents : the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands |

Definitions

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| <p>covered equipment</p> | <p>For the Equipment Breakdown section only this definition is as follows: equipment at the premises owned by you or for which you are responsible:</p> <ul style="list-style-type: none"> a) which is built to operate under vacuum or pressure (other than the weight of its contents), or b) that generates, transmits, stores or converts energy, or c) comprising computer equipment <p>The definition of covered equipment does not include:</p> <ul style="list-style-type: none"> a) any supporting structure, foundation, masonry, brickwork or cabinet b) any insulating or refractory material c) any vehicle, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle) d) self-propelled plant and equipment (other than fork lift trucks and pallet trucks used by you at the premises), dragline excavation or construction equipment e) equipment manufactured by you for sale f) safety or protective devices due to their functioning g) tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal h) any electronic equipment (other than computer equipment) used for research, diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of £30,000 i) any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levelers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by you and any equipment which exclusively serves such machinery or apparatus including linked computer equipment j) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw generating capacity k) any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors l) any equipment, machinery, dam and weir used in connection with running a hydroelectric power station including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment, as well as any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings) and security equipment |
| <p>cyber act</p> | <p>any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any computer system</p> |
| <p>cyberevent</p> | <ul style="list-style-type: none"> a) loss, corruption, accidental or malicious deletion of or change to, unauthorised access to, or theft of data; b) damage to websites, intranet or extranet sites; c) damage or disruption caused by computer virus, hacking or denial of service attack; or d) failure of or variation in the supply of electricity or telecommunications networks owned and operated by you; <p>affecting your computer system, the computer system of a service provider or customer of yours</p> <p>For the Equipment Breakdown section only this definition is as follows:</p> <ul style="list-style-type: none"> a) a failure of electronic equipment to correctly recognise process or store any date b) a hostile malicious illegal or transgressive act committed through electronic systems or including but not limited to <ul style="list-style-type: none"> i. a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations) ii. hacking (unauthorised access to any computer or other electronic equipment) iii. a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems) |
| <p>cyber incident</p> | <ul style="list-style-type: none"> a) any error or omission, or series of related errors or omissions involving access to, processing of, use of, or operation of any computer system, or b) any partial or total unavailability, or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any computer system |
| <p>damage/damaged</p> | <p>physical loss, destruction or damage</p> <p>For the Cyber section only this definition is amended to: total or partial loss, damage, destruction, breakdown or corruption</p> |

Definitions

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| DAS | DAS Legal Expenses Insurance Company Limited |
| DAS Standard Terms of Appointment | <p>the terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee)</p> <p>Where a law firm is acting on the insured's behalf, the amount we will pay is currently £100 per hour. This amount may vary from time to time.</p> |
| data | <p>information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system</p> <p>For the Cyber section only this definition is as follows: facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by hardware, but not including software and programs</p> |
| data privacy obligations | <p>legal obligations relating to securing, managing and preventing unauthorised access or use of data, and arising under:</p> <ol style="list-style-type: none"> applicable data-protection regulations anywhere in the world associated with the confidentiality of, access to, control of and use of personal data which are in force at the time of the occurrence guidance from the Information Commissioner's Office or similar organisations worldwide the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit-card and debit-card information privacy statements and confidentiality agreements |
| date of occurrence | <p>the date of occurrence for:</p> <ul style="list-style-type: none"> civil cases (other than as specified below), is the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you or an insured person first became aware of it.) criminal cases, is the date the insured person began or is alleged to have begun to break the law insured incident 2.a)v – Legal defence (Formal investigations and disciplinary hearings), is the date when an insured person first receives formal notice of such investigation or disciplinary hearing insured incident 2.a)vi – Legal defence (Statutory notice appeals), is the date when the insured person is issued with the relevant notice and has the right to appeal insured incident 3 – Statutory licence appeal, is the date when the insured first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew, or cancel the insured's licence, mandatory registration or British Standard Certificate of Registration insured incident 8.a) – Tax protection a tax enquiry, is the date when HM Revenue & Customs, or the relevant authority, first notifies the insured of its intention to carry out an enquiry insured incident 8.b) – Tax protection a Charity Commission enquiry, is the date the insured receives notification from the Charity Commission that they are to conduct an investigation insured incident 8.c) – Tax protection an employer compliance dispute or insured incident 8.d) – Tax protection a VAT dispute, is the date the dispute arises during the period of insurance following the issue of an assessment, written decision or notice of a civil penalty |
| defamation | defamation, libel, slander and slander of title to goods |
| denial of service attack | malicious and unauthorised attack which overloads any computer system |
| document(s) | <p>documents, records, ledgers, books, manuscripts, plans and designs but not electronic data</p> <p>For the Trustees' and Directors' Indemnity section only this definition is as follows: any printed, written or digitally produced deed, will, certificate, plan, book, letter, agreement or document of any type which relates to the insured or a subsidiary company</p> <p>The definition of documents does not include any bearer bond, coupon, bank or currency note or other negotiable instrument</p> |
| electronic derangement | <p>malfunction of the computer equipment or electronic circuitry controlling or operating the covered equipment that is not accompanied by visible damage and requires replacement of one or more insured components of the covered equipment in order to restore it to its normal operation</p> <p>The definition of electronic derangement does not include:</p> <ol style="list-style-type: none"> the rebooting reloading or updating of software or firmware the incompatibility of covered equipment with any software or equipment installed introduced or networked within the previous 30 days the covered equipment being of insufficient size specification or capacity loss or damage caused by a cyber event |

Definitions

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| employee | <p>any person:</p> <ul style="list-style-type: none"> a) under a contract of service or apprenticeship with you b) who is hired to, supplied to or borrowed by you c) engaged under a work experience or similar scheme d) helping as an authorised volunteer e) who is a trustee or director of yours <p>while under your direct control and supervision and working for you in connection with your activities</p> <p>For the Employers' Liability, Public and Products Liability, Professional Indemnity and Cyber sections only, this definition is extended to include any:</p> <ul style="list-style-type: none"> f) labour only sub-contractor or anyone employed by them g) self-employed person <p>while under your direct control and supervision and working for you in connection with your activities</p> |
| environmental defence costs | <p>legal costs 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 pollution, contamination or seepage of any kind</p> |
| excess | <p>the first amount of each and every agreed claim up to the amount stated in the schedule that you must pay. This amount will be deducted from any payment made under this policy.</p> |
| explosion | <p>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</p> |
| fixed glass | <p>fixed:</p> <ul style="list-style-type: none"> a) plain plate or sheet glass b) glass other than above, including toughened, armoured, laminated, wired, curved, leaded, engraved, stained or coloured glass c) plain non-glass glazing materials in windows or protecting glass in windows |
| flood | <ul style="list-style-type: none"> a) the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam b) inundation from the sea c) the flow of water over the ground due to heavy rainfall, which is unable to drain naturally into the land or into surface water drains at a sufficient rate |
| fraudulent or dishonest act | <p>any act or all acts of fraud or dishonesty committed by any employee or employees acting alone or in collusion with others, with the intention of making an improper financial gain for themselves, or any other person or organisation intended by the employee to receive such gain, resulting in your financial loss</p> |
| gross profit | <p>the amount by which the sum of the turnover plus the value of closing stock and work in progress exceeds the cost of any goods purchased plus the value of the opening stock and work in progress</p> |
| hacking | <p>unauthorised or malicious access to any computer system by electronic means</p> |
| hardware | <p>any:</p> <ul style="list-style-type: none"> a) computers and associated equipment, telecommunications equipment and software and programs used to process data b) laptops, palmtops, notebooks and tablet computers, removable satellite-navigation systems, digital cameras and smartphones and associated software and programs c) photocopiers, fax machines, shredders, addressing machines, franking machines, televisions and associated equipment, DVD and CD recorders and players, video and audio conferencing and projection equipment and associated software and programs <p>The definition of hardware does not include:</p> <ul style="list-style-type: none"> a) equipment controlling manufacturing processes, or forming part of machinery; or b) equipment held as stock or which you have manufactured and is intended for sale or repair in the course of your activities |

Definitions

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| heave | upward movement of the ground beneath buildings as a result of the soil expanding |
| income | <p>the amount paid or payable to you for goods sold and delivered, collections, donations, gifts, grants or funding, fund-raising activities and for other services rendered in the course of your activities less the cost of any goods purchased</p> <p>For the Cyber section only this definition is as follows:</p> <ol style="list-style-type: none"> the amount of net income (profit or loss before taxes) which you would have earned if the cyber event had not happened normal operating expenses that continue, including ordinary payroll |
| increased cost of working | expenditure necessarily and reasonably incurred by you in order to avoid or diminish the reduction in income or rental income including, but not limited to, the cost of reproducing documents or data not covered under the Property Damage section but not the value to you of the documents or data nor the materials on which the information is held |
| indemnity period | <p>the period beginning with the date of the damage or occurrence and ending not later than the expiry of the maximum indemnity period during which the results of your activities are affected because of the damage or occurrence</p> <p>For the Cyber section only this definition is as follows:</p> <p>the period during which you suffer a loss of income or have to pay extra costs, starting on the date of the cyber event and ending no later than the expiry of the maximum indemnity period</p> |
| infectious or communicable disease | <p>any disease, pandemic or epidemic including but not limited to any:</p> <ol style="list-style-type: none"> virus bacterium parasite other organism or infectious matter mutation or variation to any of the above <p>whether:</p> <ol style="list-style-type: none"> living or dead natural or artificial officially declared an epidemic or pandemic or not transmitted by any direct or indirect means (whether asymptomatic or not) |
| insured incident | as specified under WHAT IS COVERED INSURED INCIDENTS within the Legal Expenses section |
| insured person | <ol style="list-style-type: none"> the insured and the directors, trustees, partners, managers, employees and volunteers of the insured the estates heirs, legal representatives or assigns of any person mentioned in a) above in the event of such person dying a person contracted to perform work for the insured who works for them on the same basis as their employees and performs that work under their supervision and direction |
| landslip | downward movement of sloping ground |
| limit of indemnity | <p>the most we will pay in costs and expenses, and any compensation awards payable by us, for all claims resulting from one or more events arising at the same time or from the same originating cause.</p> <p>Please refer to the policy schedule for this amount.</p> <p>The most we will pay for the total of all compensation awards in respect of employment disputes in any one period of insurance shall not exceed £1,000,000.</p> <p>This aggregate limit will form part of and not be in addition to the limit of indemnity.</p> |
| loss of licence | any forfeiture, withdrawal, suspension, refusal to transfer or refusal to renew any premises licence or club premises certificate required to conduct your activities following a breach or alleged breach of current premises licencing legislation under rules applied by the regulating authority and resulting from a cause beyond your control |
| loss of licence indemnity period | the period beginning with the date of the loss of licence and ending not later than the 12 months thereafter (or when the premises are sold if earlier) during which the results of your activities are affected by the loss of licence |
| maximum indemnity period | the consecutive period of months shown in the schedule |
| member | any person, other than any employee of yours , who has joined your club or group and participates in your activities stated in this policy's schedule or otherwise accepted by us in writing |

Definitions

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| money | <p>a) current coins and banknotes</p> <p>b) unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines</p> <p>c) cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts</p> <p>d) National Savings certificates, premium bonds</p> <p>e) VAT purchase receipts</p> <p>all belonging to you or for which you are responsible in connection with your activities</p> <p>The definition of money does not include any cryptocurrency, virtual or electronic currency</p> |
| non-negotiable money | crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to you or for which you are responsible in connection with your activities |
| offshore | <p>a) 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 from such offshore rig, platform or service or accommodation vessel</p> <p>b) whilst on any offshore rig, platform or service or accommodation vessel</p> |
| outbuildings | sheds, glass-houses, conservatories, garages, storage units, plant rooms, workshops or other buildings at the premises , all being used for your activities , either: <p>a) detached from, or</p> <p>b) attached to but not internally communicating with the main buildings</p> |
| outstanding debit balances | the amounts debited or invoiced to customers as set out in your records or accounts for your activities but not paid at the time of the damage , adjusted for bad debts and any abnormal trading conditions |
| patron | any celebrity, public or notable figure who supports, endorses, or raises awareness of your activities |
| period of insurance | the period shown on the schedule |
| personal data | information which could identify a person or allow identity theft or other fraud to take place |
| personal money | current coins and banknotes, including foreign currency |
| portable computer equipment | <p>a) laptops, palmtops and notebooks</p> <p>b) personal digital assistants (PDAs)</p> <p>c) projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other portable computer equipment</p> <p>d) removable satellite navigation systems</p> <p>e) digital cameras</p> <p>f) smartphones</p> <p>owned by you or for which you are responsible</p> |
| preferred law firm or tax consultancy | a law firm, barristers' chambers or tax expert DAS choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the insured person's claim and must comply with DAS' agreed service standards, which they audit regularly. They are appointed according to the DAS Standard Terms of Appointment . |
| premises | that part of the buildings and grounds at each of the addresses shown in the schedule owned or occupied by you in connection with your activities |
| products | goods (including their containers, packaging, labelling or instructions) no longer in your custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by you from or in the territorial limits in connection with your activities |
| professional indemnity wrongful act | actual or alleged: <p>a) negligent act, negligent error or negligent omission committed or attempted by you or any employee</p> <p>b) breach of professional duty owed by you to a third party</p> <p>c) dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by an employee</p> <p>d) defamation made by you</p> <p>in the provision of the professional service(s) noted on the schedule and provided to a third party in the conduct of your activities resulting in a civil liability</p> |

Definitions

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| rate of gross profit | gross profit expressed as a percentage of turnover during the financial year immediately before the date of damage |
| reasonable prospects | <p>a) for civil cases arising from all insured incidents (other than insured incidents 1 – Employment disputes and compensation awards and 2 – Legal defence), the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment) or make a successful defence must be at least 51%. A preferred law firm or tax consultancy on DAS' behalf will assess whether there are reasonable prospects</p> <p>b) for criminal cases, there is no requirement for there to be prospects of a successful outcome</p> <p>c) for civil and criminal appeals, the prospects of a successful outcome must be at least 51%</p> |
| reinstatement | <p>the rebuilding, replacement or repair of property damaged to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new</p> <p>Where appropriate, reinstatement may be carried out:</p> <p>a) to your requirements</p> <p>b) upon another site provided our liability is not increased</p> |
| rental income | the rental income for the premises paid or payable to you in the course of your activities |
| settlement | downward movement as a result of the soil being compressed by the weight of buildings within 10 years of construction |
| service provider | a business that you hire under a written contract to perform services on your behalf in connection with your activities |
| subsidiary company | any subsidiary company that you wholly or majority own, or control a majority of its voting rights |
| stock | <p>stock, materials in trade and works in progress, including trade samples and promotional goods, belonging to you or for which you are responsible, or entrusted to you and used in connection with your activities</p> <p>The definition of stock does not include money</p> |
| subsidence | downward movement of the ground beneath buildings other than by settlement |
| territorial limits | England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man |
| time element loss | business interruption, contingent business interruption or any other consequential losses |
| time excess | the time period, as shown in the schedule, we will not pay any loss of income for |
| transit | the loading, unloading and movement of covered equipment , other than by air or sea unless the sea transit is by roll-on/roll-off ferry |
| trustee or director | <p>any natural person who was, is or becomes a (an):</p> <p>a) trustee</p> <p>b) director</p> <p>c) officer</p> <p>d) governor</p> <p>e) member of a committee of management</p> <p>f) shadow or de facto director</p> <p>g) employee acting in a managerial or supervisory capacity of the insured</p> <p>For the Trustees' and Directors' Indemnity section only this definition is extended to include the persons above of a subsidiary company</p> |
| turnover | the amount paid or payable to you for goods sold and delivered and for services rendered in the course of your activities |
| unoccupied | <p>vacant, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days</p> <p>The definition of unoccupied does not apply in respect of buildings that are hired or loaned to third parties on an hourly or daily basis for specific functions or activities as part of your activities provided the period between each hiring does not exceed 30 consecutive days</p> |

Definitions

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| we / us / our | Ansvar Insurance – a business division of Ecclesiastical Insurance Office plc |
| working hours | any time when the buildings are occupied for your activities by you or any partner, director or employee responsible for money |
| wrongful act | any actual or alleged breach of trust, breach of duty, breach of warranty or authority, breach of statutory law, omission, neglect, error, misstatement, misleading statement, defamation , wrongful trading or any other act wrongfully committed or attempted by any trustee or director when carrying out their duties as a trustee or director |
| you / your / insured / policyholder | the person(s), company or organisation (including a body of trustees or board of directors) named in the schedule as the policyholder |
| your activities | a) your group activities: i. operated from within the territorial limits , and ii. undertaken with your full knowledge, authority and under your or an authorised employee's control, and iii. stated in this policy's schedule or otherwise accepted by us in writing b) your maintenance or repair of the premises |

Section 1 Public and Products Liability

The insurance by this section is on a 'costs in addition' basis.

This means that, unless **we** say otherwise, **costs and expenses** are payable in addition to the indemnity limit specified in the schedule.

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>We will pay all amounts which you become legally liable to pay as damages for accidental:</p> <ol style="list-style-type: none"> 1. bodily injury to any person 2. damage to material property 3. obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement <p>occurring during the period of insurance in connection with your activities and happening:</p> <ol style="list-style-type: none"> a) within the territorial limits b) outside the territorial limits whilst you, or any employee, director, partner or member, who is normally resident within the territorial limits, are on temporary visits to attend conferences, meetings or seminars, or to carry out clerical and managerial work c) anywhere in the world (other than within the United States of America or Canada) and caused by products. <p>We will in addition pay costs and expenses except in respect of any claim:</p> <ol style="list-style-type: none"> 1. under an extension to this section which: <ol style="list-style-type: none"> a) only covers costs and expenses, in which circumstances the extension limit will apply b) specifically states that the extension limit includes costs and expenses 2. which: <ol style="list-style-type: none"> a) is brought within the legal jurisdiction of the United States of America or Canada b) arises from an act of terrorism in which circumstances the costs and expenses is included within the indemnity limit, or extension limit, to which the claim applies. <p>Within costs and expenses, we will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with our written consent.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule in respect of each claim for damage to material property. 2. Liability arising directly or indirectly from any: <ol style="list-style-type: none"> a) activity excluded by the 'Activities' endorsement in the schedule b) error or omission in the provision of professional services c) treatment of any kind (other than first aid) d) defamation e) bodily injury to any employee arising out of and in the course of your activities f) damage to material property: <ol style="list-style-type: none"> i. or any part on which you or any employee is or has been working where the damage results from such work ii. belonging to you or held in trust by you or borrowed, rented, leased or hired for use by you other than personal property (including vehicles and contents) of your visitors, partners, directors or employees g) offshore activities h) counselling, advice, design, formula or specification whether given for a fee or not i) medical, surgical, dental, pharmaceutical or therapeutic products j) products incorporated in any: <ol style="list-style-type: none"> i. craft designed to travel through air or space ii. watercraft which could affect its safety, navigation or propulsion iii. mechanically propelled vehicles which could affect their safety iv. gas, chemical, petrochemical or power generation plant k) damage to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any products or contract work executed by you, which is caused by a defect or its unsuitability for its intended purpose l) products: <ol style="list-style-type: none"> i. exported to ii. sold, supplied or worked upon by you, or by others for you, from within the United States of America or Canada m) second-hand products (except as provided for in the Second-hand Goods (Products Liability) extension to this section) n) bonfire events organised or run by an independent firework display organiser/operator/contractor. 3. Liability arising directly or indirectly from: <ol style="list-style-type: none"> a) ownership of any building (including its land and adjacent grounds) and repair and maintenance of such property (except as provided for in the Property Owners' Liability extension to this section) b) ownership or use by you, or by others for you, of any premises within the United States of America or Canada c) ownership, possession or use by you or on your behalf, or by any person entitled to cover under this section, of any: <ol style="list-style-type: none"> i. watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space ii. mechanically propelled vehicles for which compulsory motor insurance or security is required other than for: <ul style="list-style-type: none"> - loading and unloading - the use of plant at the premises unless cover is provided by any other policy. 4. Liability arising from an agreement in respect of products or contract work executed by you unless liability would have existed without the agreement. 5. The costs of remedying any defect or alleged defect in premises which you have disposed of. |

Section 1 Public and Products Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|-----------------|--|
| | <p>6. Liability directly or indirectly caused by, resulting from or in connection with an act of terrorism arising at, or in connection with, any:</p> <ol style="list-style-type: none"> a) premises of 40 storeys or more b) sports stadia, exhibitions, theatres, music venues or any events organised by you, where attendance may exceed 2,500 persons at any one time. <p>7. Fines or penalties.</p> <p>8. Punitive, exemplary, aggravated or multiplied damages.</p> <p>9. Liquidated damages.</p> <p>10. Any compensation awarded by a court of criminal jurisdiction.</p> <p>11. Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any cyber act or cyber incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p> <p>This exclusion will not apply to legal liability to pay damages and costs and expenses resulting from:</p> <ol style="list-style-type: none"> a) liability caused by or arising out of a cyber act or a cyber incident that results in bodily injury to third parties or physical damage to third party material property b) liability arising under extension 6 Data Protection <p>Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including any amount pertaining to the value of such data is not covered and is not considered as physical loss or damage for the purposes of this exclusion.</p> |

Special requirement for Public and Products Liability

You must comply with the following conditions. **We** will not cover any **claim** if this condition has not been fully complied with unless **you** can show that the non-compliance could not have increased the risk of the loss arising in the circumstances in which it arose:

1. SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS

if **you** or any **employees** or any of **your service providers** work unsupervised with children or vulnerable adults, or have unsupervised access to children or vulnerable adults, ensure that **you** have:

 - a) prepared and implemented a written safeguarding policy that is regularly reviewed,
 - b) appointed someone to advise **you** on safeguarding matters and deal with allegations or concerns,
 - c) implemented safe recruitment procedures for **your** personnel (including any necessary Disclosure and Barring Service, Disclosure Scotland or AccessNI checks where appropriate),
 - d) provided safeguarding training with regular refresher or procedure updates based upon current “best practice” for all of **your employees** and **service providers**,
 - e) arrangements in place for the reporting of concerns and allegations,
 - f) retained securely or will retain securely:
 - i. a copy of **your** safeguarding policy, including any revisions to it and records of any training delivered to **your employees** or **service providers**,
 - ii. copies of any employment and engagement applications, references, identity verifications, Disclosure and Barring Service, Disclosure Scotland or AccessNI checks, and
 - iii. records of any abuse allegations or incidents, including notifications to the appropriate authorities.

Extensions for Public and Products Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
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| <p>1 INDEMNITY TO OTHERS</p> <p>a) PRINCIPALS AND OTHER PEOPLE At your request, we will pay all amounts which the following people or organisations become legally liable to pay as damages for a claim against:</p> <ul style="list-style-type: none"> i. any principal, being any person, local or public authority, company or firm, with whom you have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by you ii. your members, officers, partners, directors or employees iii. any officer or member of your canteen, sports, social, welfare, first aid, ambulance, fire or security activities provided: <ul style="list-style-type: none"> - you would have been entitled to cover under this section if the claim had been made against you - such parties keep to the terms of this policy in so far as they can apply. <p>b) MEMBER TO MEMBER LIABILITY If any action for damages is brought against any of your members, we will extend cover under this section as if an individual policy has been issued to each of them. Provided such persons keep to the terms of this policy so far as they can apply.</p> | <p>Liability where indemnity is provided by any other insurance.</p> |
| <p>2 CROSS LIABILITIES If more than one party is named in the schedule as the policyholder, we will deal with any claim as though a separate policy had been issued to each of them.</p> | |
| <p>3 HIRED OR RENTED PREMISES Where you are legally liable to pay for damage to material property at premises borrowed, rented, leased or hired for use by you for your activities, the cover provided under this section extends to include your legal liability for such damage.</p> | <ul style="list-style-type: none"> 1. £250 excess other than for claims caused by fire or explosion. 2. Liability: <ul style="list-style-type: none"> a) arising from an agreement unless liability would have existed without the agreement b) where you are required to insure, or pay for the insurance of, the property damaged. |
| <p>4 CONTINGENT MOTOR LIABILITY We will pay all amounts which you alone become legally liable to pay as damages for accidental:</p> <ul style="list-style-type: none"> a) bodily injury to any person b) damage to material property <p>arising out of the use by any employee of any mechanically propelled vehicle intended or adapted for use on the roads in connection with your activities and occurring during the period of insurance.</p> | <ul style="list-style-type: none"> 1. Liability arising from: <ul style="list-style-type: none"> a) damage to any such vehicle or its contents b) any vehicle owned or provided by you c) any vehicle driven by you (being an individual insured person such as a sole trader or partner) d) any vehicle driven by a person who to your knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence. 2. Liability: <ul style="list-style-type: none"> a) to the drivers or owners of such motor vehicles b) arising outside the territorial limits c) where indemnity is provided by any other insurance. 3. Fines or penalties. 4. Punitive, exemplary, aggravated or multiplied damages. 5. Liquidated damages. |

Extensions for Public and Products Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
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| <p>5 WRONGFUL ARREST</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for any charge of:</p> <ol style="list-style-type: none"> wrongful arrest malicious prosecution false imprisonment defamation of or assault on any person made against you in respect of any allegation of theft or other improper conduct occurring during the period of insurance in connection with your activities and happening in the territorial limits. <p>The most we will pay is £25,000 for all claims, including costs and expenses, in any one period of insurance.</p> | <ol style="list-style-type: none"> Claims by any employee. Liability for: <ol style="list-style-type: none"> fines, penalties or punitive, exemplary, aggravated or multiplied damages liquidated damages. Any compensation awarded by a court of criminal jurisdiction. |
| <p>6 DATA PROTECTION</p> <p>a) We will pay all amounts which you become legally liable to pay as:</p> <ul style="list-style-type: none"> damages and costs and expenses following civil cases against you for material and non-material damage, and defence and prosecution costs awarded against you following criminal cases <p>resulting from any breach or alleged breach of current data protection legislation occurring during the period of insurance in connection with your activities and happening in the territorial limits.</p> | <ol style="list-style-type: none"> Fines or penalties. Punitive, exemplary, aggravated or multiplied damages. Liquidated damages. Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data. Liability arising: <ol style="list-style-type: none"> from or caused by a deliberate or intentional act or omission by you out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to you at the inception of this extension. Damages and costs and expenses covered elsewhere in this policy or by any other policy. |
| <p>b) In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for current data protection legislation on the basis of an indemnity for claims made during the period of insurance and in the event that a claim first made against you in the period of insurance in respect of current data protection legislation then the indemnity provided by this extension is extended to indemnify you.</p> <p>The most we will pay is:</p> <ul style="list-style-type: none"> £1,000,000 for any claim, and for all claims in any one period of insurance, for damages and costs and expenses following civil cases against you for material and non-material damage £100,000 for any claim, and for all claims in any one period of insurance, for defence and prosecution costs awarded against you following criminal cases. | <p>Any claims:</p> <ol style="list-style-type: none"> not insured by this extension or notices that may give rise to a claim, advised to us later than twenty-eight days after you have received a claim or notice against you. |
| <p>7 SECOND-HAND GOODS (PRODUCTS LIABILITY)</p> <p>We will pay all amounts which you become legally liable to pay as damages for liability arising from second-hand products.</p> | <ol style="list-style-type: none"> Liability arising from the following second-hand products: <ol style="list-style-type: none"> gas appliances of any description any appliance containing or using flammable liquids. Liability arising from an agreement unless liability would have existed without the agreement. Liability arising from any electrical appliance, other than a battery operated appliance, which has not been inspected or tested by a suitably competent person prior to leaving your custody. |
| <p>8 COURT ATTENDANCE EXPENSES</p> <p>We will pay £250 per day if you, or any partner, director or employee, are required to attend court as a witness at our request in connection with a claim for which insurance is provided under this section.</p> | |

Extensions for Public and Products Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
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| <p>9 CORPORATE MANSLAUGHTER</p> <p>We will pay all amounts which you become legally liable to pay overall for costs and expenses incurred with our prior written consent in:</p> <ol style="list-style-type: none"> the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings <p>for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent legislation that specifically replaces this act committed or alleged to have been committed during the period of insurance in the course of your activities.</p> <p>The most we will pay for all claims under this extension is £2,000,000 in any one period of insurance, but if a claim for the same prosecution or proceedings is also made under:</p> <ol style="list-style-type: none"> the Corporate Manslaughter extension (if operative) of the Employers' Liability section to this policy, this limit applies in total to both extensions any other policies issued by us to you, the most we will pay for all claims in total for all policies, including this policy, is £2,000,000. | <ol style="list-style-type: none"> Fines or penalties of any kind. Costs of any remedial or publicity orders, or steps to be taken by such orders. Proceedings consequent upon any deliberate act or omission by you or your managerial employees 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. Costs and expenses: <ol style="list-style-type: none"> where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the indemnity limit under such Legal Expenses cover where indemnity is otherwise provided by any other policy, insurer or from any other source. |
| <p>10 PROSECUTION DEFENCE COSTS</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in connection with the defence of any criminal proceedings, or an appeal against a conviction arising from such proceedings, brought for a breach of:</p> <ol style="list-style-type: none"> the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 Part II of the Consumer Protection Act 1987 the Food Safety Act 1990 <p>or any subsequent legislation that specifically replaces these provisions, alleged to have been committed during the period of insurance in the course of your activities.</p> <p>The most we will pay is £500,000 for any claim, but if a claim is also made under the Prosecution Defence Costs extension of the Employers' Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p> | <ol style="list-style-type: none"> Fines or penalties of any kind. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> you, or your trustees, directors or partners any employee responsible for compliance with the legislation. Proceedings related to the health, safety or welfare of employees. Legal costs, expenses, reimbursements or charges: <ol style="list-style-type: none"> covered elsewhere in this policy or by any other policy arising from an order made under Section 9 of the Food Safety Act resulting from any regulation under Section 45 of the Food Safety Act. Liability for bodily injury or damage to property. |
| <p>11 OVERSEAS PERSONAL LIABILITY</p> <p>At your request we will pay all amounts which any employee and the family of any employee becomes legally liable to pay as damages for accidental:</p> <ol style="list-style-type: none"> bodily injury to any person damage to material property <p>occurring during the period of insurance in respect of personal liability including liability arising from the ownership, possession or use of any:</p> <ol style="list-style-type: none"> battery powered wheelchair or mobility scooter vehicle used only as domestic gardening equipment golf cart trolley or buggy controlled by someone on foot <p>arising other than in connection with your activities, or any business or profession of the person claiming indemnity, while such persons, normally resident within the territorial limits, are temporarily outside the territorial limits in connection with your activities.</p> <p>The most we will pay for any claim is the indemnity limit for Public and Products Liability shown in the schedule, or £2,000,000 whichever is less.</p> | <ol style="list-style-type: none"> Liability arising from: <ol style="list-style-type: none"> an agreement unless liability would have existed without the agreement the ownership or occupation of land or buildings any pets, livestock or other animals. Liability arising from the ownership, possession or use of any: <ol style="list-style-type: none"> craft designed to travel in, on or through water, air or space (other than watercraft less than 5 metres in length with a maximum speed of less than 15 knots whilst operated on inland waterways only or within 3 miles of the coast) electrically or mechanically powered vehicle not otherwise covered under this extension. Liability where indemnity is provided by any other insurance. Fines or penalties. Punitive, exemplary, aggravated or multiplied damages. Liquidated damages. Any compensation awarded by a court of criminal jurisdiction. |

Extensions for Public and Products Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>12 PROPERTY OWNERS' LIABILITY</p> <p>We will pay all amounts which you become legally liable to pay as damages for accidental bodily injury to any person or damage to material property:</p> <p>a) occurring during the period of insurance and arising from:</p> <p>i. your ownership of:</p> <ul style="list-style-type: none"> - the buildings - the land on which the buildings that you own stand - any grounds adjacent to, belonging to and used in connection with the buildings that you own <p>ii. your inspection, security, repair and maintenance of the buildings that you own, its land and adjacent grounds</p> <p>b) arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, or any subsequent legislation that specifically replaces these provisions in connection with any premises disposed of by you which were occupied by you for your activities.</p> | <ol style="list-style-type: none"> 1. Liability arising directly or indirectly from: <ol style="list-style-type: none"> a) damage to material property belonging to you or held in trust by you or in your custody or control b) occupation of the premises c) accidental bodily injury to any employee. 2. Liability directly or indirectly caused by, resulting from or in connection with an act of terrorism arising at, or in connection with, any buildings: <ol style="list-style-type: none"> a) of 40 storeys or more b) used as sports stadia, exhibitions, theatres, music venues or any events where attendance may exceed 2,500 persons at any one time. 3. Liability for: <ol style="list-style-type: none"> a) costs of remedying any damage or defect in premises disposed of by you b) fines, penalties or punitive, exemplary, aggravated or multiplied damages c) liquidated damages d) which you are entitled to indemnity from any other policy or source. |

Claims settlement for Public and Products Liability

LIMITS

The most **we** will pay:

- a) under this section, including any extension to this section not stated in b) below:
 - i. for damages in respect of:
 - all **claims** in any one **period of insurance** caused by **products** or arising from pollution or contamination
 - any **claim** arising out of any firework and/or bonfire event is £5,000,000 or, if lower,
 - any **claim** for liability other than relating to a **claim** brought within the legal jurisdiction of the United States of America or Canada, an **act of terrorism**, firework and/or bonfire events, **products**, pollution or contamination
 - ii. for damages and **costs and expenses** in respect of any **claim**:
 - brought within the legal jurisdiction of the United States of America or Canada
 - (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from, or is in connection with an **act of terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**, is £5,000,000 or, if lower

is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

Costs and expenses will be paid in addition to the indemnity limit unless **we** have stated otherwise.

- b) under any extension to this section which relates to **costs and expenses** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above.
- c) for damages in respect of any **claim** under the Cross Liabilities extension in total to all parties is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

Section 2 Employers' Liability

The insurance by this section is on a 'costs inclusive' basis.

This means that, unless **we** say otherwise, **costs and expenses** are included within the indemnity limit specified in the schedule.

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|--|
| <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for bodily injury to any employee caused during the period of insurance in connection with your activities and occurring:</p> <ol style="list-style-type: none">1. in the territorial limits2. elsewhere in the world where any employee who is normally resident in the territorial limits is on a temporary visit in the course of your activities. <p>Within costs and expenses, we will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with our written consent.</p> <p>RIGHT OF RECOVERY</p> <p>The cover under this section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the territorial limits but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.</p> <p>CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE</p> <p>If this section or this policy is cancelled the Certificate of Employers' Liability Insurance issued for this section is cancelled at the same time.</p> | <p>Liability:</p> <ol style="list-style-type: none">a) for which compulsory motor insurance or security is requiredb) arising in connection with offshore activitiesc) any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any cyber act or cyber incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident regardless of any other cause or event contributing concurrently or in any other sequence thereto. <p>This exclusion will not apply to legal liability to pay damages and costs and expenses resulting from statutory liability under the Employers' Liability cover.</p> |

Extensions for Employers' Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>1 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS) At your request we will pay all amounts which the following people or organisations become legally liable to pay as damages and costs and expenses for a claim made against them:</p> <ul style="list-style-type: none"> a) any partner, director or employee of yours b) any officer or member of your canteen, sports, social or welfare organisations, first aid, ambulance, fire or security services c) any partner or director of yours in respect of private work carried out for them with your prior consent by any employee d) any principal, being any person, local or public authority, company or firm, with whom you have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by you <p>provided:</p> <ul style="list-style-type: none"> i. you would have been entitled to cover under this section if the claim had been made against you ii. such parties keep to the terms of this policy insofar as they can apply. | |
| <p>2 UNSATISFIED COURT JUDGEMENTS If any employee obtains a judgement for damages in respect of bodily injury against any company or individual operating from premises within the territorial limits and that judgement remains unpaid for more than six months, we will pay to the employee, at your request, the amount of any unpaid damages and awarded costs provided:</p> <ul style="list-style-type: none"> a) the bodily injury is caused: <ul style="list-style-type: none"> i. during the period of insurance, and ii. in the course of your activities, and iii. in the territorial limits b) there is no appeal outstanding c) the judgement being obtained in the first instance under the jurisdiction of a court in the territorial limits d) the judgement relates to bodily injury which would otherwise be insured by this section of this policy e) if any payment is made under this extension the employee or their legal personal representatives shall assign the judgement to us. | |
| <p>3 COURT ATTENDANCE EXPENSES We will pay £250 per day if you, or any partner, director or employee, are required to attend court as a witness at our request in connection with a claim for which cover is provided under this section.</p> | |
| <p>4 CORPORATE MANSLAUGHTER We will pay all amounts which you become legally liable to pay overall for costs and expenses incurred with our prior written consent in:</p> <ul style="list-style-type: none"> a) the defence of any criminal proceedings, or b) an appeal against conviction which arises from criminal proceedings <p>for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent legislation that specifically replaces this act committed or alleged to have been committed during the period of insurance in the course of your activities.</p> <p>The most we will pay for all claims under this extension is £2,000,000 in any one period of insurance, but if a claim for the same prosecution or proceedings is also made under:</p> <ul style="list-style-type: none"> i. the Corporate Manslaughter extension (if operative) of the Public and Products Liability section to this policy, this limit applies in total to both extensions ii. any other policies issued by us to you, the most we will pay for all claims in total for all policies, including this policy, is £2,000,000. | <ul style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Costs of any remedial or publicity orders, or steps to be taken by such orders. 3. Proceedings consequent upon any deliberate act or omission by you or your managerial employees 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. 4. Costs and expenses: <ul style="list-style-type: none"> a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the indemnity limit under such Legal Expenses cover b) where indemnity is otherwise provided by any other policy, insurer or from any other source. |

Extensions for Employers' Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>5 PROSECUTION DEFENCE COSTS We will pay all amounts which you become legally liable to pay for costs and expenses in connection with the defence of any criminal proceedings, or an appeal against conviction arising from such proceedings, brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or any subsequent legislation that specifically replaces these provisions, alleged to have been committed during the period of insurance in the course of your activities.</p> <p>The most we will pay is £500,000 for any claim, but if a claim is also made under the Prosecution Defence Costs extension of the Public and Products Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p> | <ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> a) you, or your trustees, directors or partners b) any employee responsible for compliance with the legislation. 3. Proceedings related to the health, safety or welfare of persons other than employees. 4. Legal costs and expenses covered elsewhere in this policy or by any other policy. 5. Liability for bodily injury. |

Claims settlement for Employers' Liability

LIMITS

The most **we** will pay for any **claim**, including **costs and expenses** is:

- a) £5,000,000 in respect of liability directly or indirectly caused by, resulting from, or in connection with an **act of terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon **you**
- b) the indemnity limit shown in the schedule.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

Section 3 Trustees' and Directors' Indemnity

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>We will pay all amounts for any claim made which:</p> <ol style="list-style-type: none"> 1. a trustee or director becomes legally liable to pay as damages and costs and expenses arising from any wrongful act 2. would be covered under 1. above but which the insured or a subsidiary company becomes legally liable or obliged to pay to indemnify the trustee or director by reason of any indemnity clause in your governing documents arising from any wrongful act 3. the insured or the subsidiary company becomes legally liable to pay as damages and costs and expenses arising from any wrongful act. This cover does not apply where the insured or the subsidiary company is an unincorporated association and indemnity is claimed under 1. above 4. the trustee or director, the insured, or a subsidiary company becomes legally liable to pay as a result of damage to documents, provided that the damage: <ol style="list-style-type: none"> a) occurs while documents are held by or are being sent to or from the insured, the subsidiary company, their agent or any trustee or director or employee and b) is discovered during the period of insurance. <p>We will also pay any reasonable cost incurred by the trustee or director, the insured or a subsidiary company in restoring or replacing documents.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Any claim made for loss directly or indirectly arising from: <ol style="list-style-type: none"> a) damages and costs and expenses covered elsewhere in this policy or by any other policy or indemnity b) an agreement unless liability would have existed without the agreement c) goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by you d) any bodily injury to any person e) damage (except to the extent insured under cover 4. of this section) or the loss of use of any property f) any trustee or director acting in the capacity as a trustee or administrator of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme g) pollution, contamination or seepage (except to the extent insured under the Pollution, Contamination and Seepage extension to this section) h) any defamation resulting from printer's errors i) any actual or alleged breach of statutory employment regulation, discrimination, harassment, retaliatory treatment or breach of any obligation to any former, present or prospective employee j) any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance k) any infringement of intellectual property rights, copyright, patent, trademark, moral rights, database rights or design, or act of passing-off l) any trustee or director acting in any capacity as external auditor, liquidator, receiver, administrator or administrative receiver m) any provision of advice, counselling, design, formula, pastoral care, specification or other professional service n) any breach of professional duty owed o) medical malpractice, being actual or alleged negligent act, error or omission in rendering or failing to render medical professional treatment or services which results in bodily injury p) any trading losses, liabilities or debts q) or resulting from the insured's or a subsidiary company's involvement, in a joint venture or consortia, other than where the claim made arises from the wrongful act of a trustee or director employed by the joint venture or consortia at your request r) any legal action brought outside the territorial limits other than where brought within the European Union s) any wrongful act arising after a takeover or merger of the insured or a subsidiary company by another organisation t) any: <ol style="list-style-type: none"> 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. 3. Any event or circumstances which result in a claim against any trustee or director by another trustee or director or by the insured or a subsidiary company or by any other person or entity with a financial, managerial or executive interest in the insured or a subsidiary company. 4. Fines, penalties or punitive, exemplary, aggravated or multiplied damages. 5. Liquidated damages. |

Section 3 Trustees' and Directors' Indemnity

| WHAT IS COVERED | WHAT IS NOT COVERED |
|-----------------|---|
| | <p>6. Any liability for damage, cost or expense:</p> <ol style="list-style-type: none"> 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 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. <p>If we allege that by reason of this exclusion any damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon you.</p> <p>7. Indemnity to any trustee or director or their liability for any claim made for loss directly or indirectly arising from:</p> <ol style="list-style-type: none"> the consequences of any circumstances known to that trustee or director at the commencement of this cover which may have given rise to a claim made that trustee or director receiving any remuneration, profit or advantage to which they were not legally entitled any actual dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission of that trustee or director any wrongful act which that trustee or director knew to be a wrongful act or which was committed by that trustee or director in reckless disregard of whether it was a wrongful act or not any defamation which that trustee or director knew, or ought to have known was defamatory. <p>8. Liability where the wrongful act occurred prior to the retroactive date (if applicable) stated on the schedule.</p> <p>9. Any:</p> <ol style="list-style-type: none"> loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any cyber act or cyber incident including but not limited to any action taken in controlling, preventing, suppressing, or remediating any cyber act or cyber incident regardless of any other cause or event contributing concurrently or in any other sequence thereto loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data including any amount pertaining to the value of such data <p>However, this exclusion shall not apply to claims made which a trustee or director becomes legally liable to pay as damages and costs and expenses arising from a wrongful act involving access to, processing of, use of, or operation of, any computer system or data.</p> |

Extensions for Trustees' and Directors' Indemnity

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|--|
| <p>1 INVESTIGATION COSTS</p> <p>We will pay all reasonable representation costs which are incurred by the insured or a subsidiary company or any trustee or director investigation, constituted hearing, tribunal or proceedings first instigated by the Charity Commission or other regulatory body during the period of insurance.</p> <p>The most we will pay is £100,000 in any one period of insurance.</p> | <p>Costs covered elsewhere in this policy or by any other policy.</p> |
| <p>2 SPOUSES</p> <p>We will pay all amounts which the spouse, common law spouse or civil partner of a trustee or director becomes legally liable to pay as damages and costs and expenses solely by reason of the legal status of that spouse, common law spouse or civil partner and that by operation of law such liability is transferred or imputed to that spouse, common law spouse or civil partner, provided that a claim made for such liability upon you would have been covered under this section.</p> | |
| <p>3 LEGAL REPRESENTATIVES</p> <p>We will pay all amounts which the estate, heirs, legal representatives or assigns of a trustee or director become legally liable to pay as damages and costs and expenses as a result of the death, incompetency, incapacity, bankruptcy or insolvency of the trustee or director provided that a claim made for such liability upon you would have been covered under this section.</p> | |
| <p>4 RETIRED AND FORMER TRUSTEES' AND DIRECTORS'</p> <p>In the event of this section being cancelled by you, we will continue to accept a claim made by you for a period of up to 6 consecutive years from the date of cancellation in respect of all amounts for which a retired trustee or director becomes legally liable to pay for a wrongful act that occurred prior to the date of their retirement and provided that:</p> <ol style="list-style-type: none"> the trustee or director retired before the date of cancellation of this section the period will run concurrently with any Extended Claims Reporting Period. <p>For the purpose of this extension only, claim made relates to the period of the 6 years extension and not to the period of insurance stated in the policy definition.</p> | <p>Indemnity provided by any other insurance.</p> |
| <p>5 POLLUTION, CONTAMINATION OR SEEPAGE</p> <p>We will pay all amounts for any claim made which:</p> <ol style="list-style-type: none"> a trustee or director becomes legally liable to pay as environmental defence costs arising from any wrongful act would be covered under a) above but which the insured or a subsidiary company becomes legally liable or obliged to pay to indemnify the trustee or director for environmental defence costs by reason of any indemnity clause in your governing documents arising from any wrongful act the insured or the subsidiary company becomes legally liable to pay as environmental defence costs arising from any wrongful act. <p>This cover does not apply where the insured or the subsidiary company is an unincorporated association and indemnity is claimed under a) above.</p> <p>The most we will pay is £100,000 in any one period of insurance.</p> | <ol style="list-style-type: none"> Fines or penalties of any kind. Any claim made for loss directly or indirectly arising from pollution, contamination or seepage of any kind, other than to the extent of the environmental defence costs. |

Extensions for Trustees' and Directors' Indemnity

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---------------------|
| <p>6 EXTENDED CLAIMS REPORTING PERIOD</p> <p>If we or you cancel (other than for non-payment of premium) or we refuse to offer renewal of this section of this policy and you do not replace the cover by any other similar policy with another insurer then you shall be entitled to an extension of the expiring period of cover provided by this section of 60 days in respect of claims made after the effective date of such cancellation or refusal to renew, provided that:</p> <p>a) written notice is given to us within 15 days of the effective date of cancellation or non-renewal of this section</p> <p>b) the claim made arises from a wrongful act prior to the date of cancellation or refusal to renew.</p> <p>The offer by us of terms, conditions or limits of indemnity that differ from those of the expiring period of insurance shall not constitute a refusal to renew.</p> | |
| <p>7 EMERGENCY COSTS AND EXPENSES</p> <p>In the event you are unable to contact us to obtain consent to authorise costs and expenses following a claim made, we agree to reimburse you for emergency costs and expenses incurred up to an aggregate inner limit of 10% of the indemnity limit stated in the schedule.</p> | |
| <p>8 COURT ATTENDANCE EXPENSES</p> <p>We will pay £250 per day if you, or any partner, director or employee, are required to attend court as a witness at our request in connection with a claim made for which insurance is provided under this section.</p> | |

Claims settlement for Trustees' and Directors' Indemnity

LIMITS

The most **we** will pay in total to all parties for all **claims made**, including **costs and expenses**, in any one **period of insurance** is:

- a) £50,000 under cover 4. for **damage to documents**
- b) the indemnity limit shown in the schedule.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

Section 4 Professional Indemnity

WHAT IS COVERED

We will pay for any **claim made** for damages and **costs and expenses** which **you**, or at **your** request any **employee**, become legally liable to pay arising from any **professional indemnity wrongful act**.

SPECIAL NOTE (not forming part of this policy wording):

We describe an act of 'abuse' within exclusion 2. c) under What Is Not Covered opposite.

Unless specifically excluded by this policy wording or by endorsement, we would normally provide cover for an act of abuse against a third party under the Public and Products Liability section.

Under the Professional Indemnity section, whilst the act of abuse is excluded, if you give advice or guidance to a third party we only provide cover if such advice or guidance is alleged to be inadequate or not fit for purpose. The third party you have given advice or guidance to would need to arrange their own Public and Products Liability insurance, and if needed add an extension for abuse cover, which would not exclude circumstances for an act of abuse they could commit against another party.

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule.
2. Liability directly or indirectly arising from:
 - a) any **bodily injury** to any person or **damage** to, or destruction of, or loss of, including loss of use of, any property, unless directly caused by any negligent act, negligent error, negligent omission or negligent breach of duty
 - b) any **bodily injury** sustained by an **employee**
 - c) or out of or in any way connected with, any actual or alleged:
 - i. physical or psychological abuse, or
 - ii. the intentional inappropriate administration or non-administration of any drug, medicine or substance, or
 - iii. conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, or
 - iv. repeated or continuing threatening, abusive or insulting words or behaviour
 - d) medical malpractice, being actual or alleged negligent act, error or omission in rendering or failing to render medical professional treatment or services which results in **bodily injury**
 - e) pollution, contamination or seepage
 - f) goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by **you**
 - g) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a **claim made**
 - h) any **professional indemnity wrongful act** arising after a takeover or merger of the **insured** by another organisation
 - i) damages and **costs and expenses** covered elsewhere in this policy or by any other policy or indemnity
 - j) an agreement unless liability would have existed without the agreement
 - k) **your** operation, administration or management of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme
 - l) any investment, sale or purchase of shares, securities or stocks or direct advice on the investment of client funds, including breach of regulations or misuse of information relating to them
 - m) any dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by or condoned by a **trustee or director**
 - n) any indirect or consequential loss (including but not limited to lost profit, remuneration, or trading losses) arising from actual or alleged over-charging or improper receipt of fees
 - o) any event or circumstances which result in a claim against any **trustee or director** by another **trustee or director** or by the **insured** or by any other person or entity with a financial, managerial or executive interest in the **insured**
 - p) any **defamation** resulting from printer's errors
 - q) any **defamation** which **you** knew or ought to have known was defamatory
 - r) any breach of any obligation to any former, present or prospective **employee** for any kind of employment related dispute
 - s) any trading losses, liabilities or debts incurred by **you**
 - t) or resulting from **your** involvement in a joint venture or consortia
 - u) any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance
 - v) any legal action or investigation brought or commenced in any court of law or other tribunal outside of the **territorial limits** or is brought or commenced within the **territorial limits** to enforce an award or judgement outside the **territorial limits** by reciprocal agreement or otherwise
 - w) any regulatory or disciplinary investigations or proceedings.

Section 4 Professional Indemnity

| WHAT IS COVERED | WHAT IS NOT COVERED |
|-----------------|---|
| | <p>3. Any liability for damage, cost or expense:</p> <ol style="list-style-type: none"> 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. <p>If we allege that by reason of this exclusion any damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon you.</p> <p>4. Fines, penalties or punitive, exemplary, aggravated or multiplied damages.</p> <p>5. Liquidated damages.</p> <p>6. Liability where the professional indemnity wrongful act occurred prior to the retroactive date (if applicable) stated on the schedule.</p> <p>7. Any:</p> <ol style="list-style-type: none"> a) loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident regardless of any other cause or event contributing concurrently or in any other sequence thereto b) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including any amount pertaining to the value of such data. <p>Notwithstanding the above, no cover otherwise provided under this section for claims made arising from any negligent act, negligent error, negligent omission or negligent breach of duty committed in the conduct of your activities shall be restricted solely due to the use of a computer system or data.</p> |

Extensions for Professional Indemnity

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>1 COURT ATTENDANCE EXPENSES</p> <p>We will pay £250 per day if you, or any partner, director or employee, are required to attend court as a witness at our request in connection with a claim made for which insurance is provided under this section.</p> | |
| <p>2 INVESTIGATION COSTS</p> <p>We will pay all reasonable costs incurred by you with our prior consent, in investigating any circumstances notified to us which may give rise to a claim made.</p> <p>The most we will pay is £10,000 for all claims made in any one period of insurance.</p> | <p>Any costs incurred by you for the preparation of any claim made.</p> |

Claims settlement for Professional Indemnity

LIMITS

The most **we** will pay for all **claims made**, including **costs and expenses**, in any one **period of insurance** is the indemnity limit shown in the schedule.

Where a **claim made** can also be brought for the same event or circumstances under the libel and slander cover (if operative) of the Reputational Risks section, only the section or cover that provides the best settlement option for the **insured** will apply.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above.

Section 5 Personal Accident

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>If you, or any partner, director or employee or member while working for you, sustain(s) accidental bodily injury caused by external violent and visible means arising out of and in the course of your activities during the period of insurance:</p> <ol style="list-style-type: none"> 1. which within 24 months is the sole cause of death or disablement, we will pay a benefit as defined under the Benefits for Personal Accident 2. and as a result incur medical expenses, being 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 injured person, we will pay up to £2,500 for any claim for any one person 3. and as a result need(s) in-patient hospital treatment, we will pay a benefit of £20 for each complete period of 24-hours stay in hospital up to £200 for any claim for any one person. | <p>Accidental bodily injury:</p> <ol style="list-style-type: none"> a) consisting solely of illness, disease or disorder b) to any person whose age is under 16 or more than 80 years at the time of the bodily injury c) sustained outside the territorial limits d) arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition e) 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. <p>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</p> <ol style="list-style-type: none"> f) caused by you or any partner, director or employee: <ol style="list-style-type: none"> i. engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling ii. committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life iii. being under the influence of intoxicants or drugs unless under medical supervision iv. being pregnant or giving birth v. psychological or psychiatric condition other than Post Traumatic Stress Disorder vi. repetitive stress injury or syndrome vii. serving in the armed forces g) resulting from any accident in connection with: <ol style="list-style-type: none"> i. powered woodworking machinery other than portable hand tools ii. the use of scaffolding, other than tower scaffolding, unless professionally erected iii. tree felling and the lopping and topping of trees, unless such work is within the scope of the ordinary domestic gardener and there is no use of chainsaws. |

Benefits for Personal Accident

| | | |
|---|---|--|
| 1 | Death | death benefit shown in the schedule |
| 2 | Permanent total disablement, being either: <ol style="list-style-type: none"> a) total and permanent loss of use of one or more entire hands or feet b) total and irrecoverable loss of sight in one or both eyes c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation |)))) permanent total disablement benefit shown in the) schedule))) |
| 3 | Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with your activities , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks | temporary total disablement benefit shown in the schedule |

Extensions for Personal Accident

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---------------------|
| <p>1 CLOTHING AND PERSONAL EFFECTS</p> <p>We will pay for damage to clothing and personal effects belonging to you, or any partner, director or employee resulting from bodily injury for which a valid claim for benefit is made under this section.</p> <p>The most we will pay is £500 for any claim for any one person.</p> <p>If the Money section and the Property Away from the Premises extension under the Property Damage section are also operative, we will only pay for loss of clothing, personal money and personal effects arising from the same cause under the extension or the section that provides the widest cover.</p> | |
| <p>2 DISAPPEARANCE</p> <p>If you, or any partner, director or employee while working for you disappears for more than 12 months and sufficient evidence is produced to indicate the missing person sustained accidental bodily injury covered by this section which is likely to have caused their death, we will pay the amount of death benefit shown in the schedule.</p> <p>If the missing person is subsequently found to be alive, you will be required to refund any amount already paid under this extension.</p> | |

Claims settlement for Personal Accident

LIMITS

We will pay the amount of benefit as shown in the schedule to **you** or at **your** request to the injured person or their legal personal representative.

- a) Only one of benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement
- b) In the event of a **claim** under benefit 2, this policy will cease to apply to the injured person concerned
- c) If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2
- d) Under benefit 3, **we** may make monthly payments on account
- e) Under benefit 3, **we** will not make any payment during the deferment period stated on the schedule
- f) **We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

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

Section 6 Fidelity Guarantee

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>We will pay any claim made by you for any loss of:</p> <ol style="list-style-type: none"> 1. money 2. negotiable or non-negotiable instruments representing money or property 3. any material property 4. monetary balances held at a financial institution <p>belonging to you, or for which you are legally liable, as a result of a fraudulent or dishonest act.</p> <p>If this section and Dishonesty of Employee extension under the Money section are both operative under this policy, we will only pay for a claim made for loss of money under the section or the extension that provides the widest cover.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Loss as a result of any fraudulent or dishonest act: <ol style="list-style-type: none"> a) committed by any partner of the policyholder whether acting alone or in collusion with an employee or with others b) where the fraudulent or dishonest act occurs prior to the retroactive date stated on the schedule c) where the fraudulent or dishonest act shall benefit another part of the insured for that part of any loss d) relating to additional expenses or fees in establishing the existence or magnitude of any loss with the exception of any amounts covered under Auditors Fees in the claims settlement part of this section e) of any payments or increases in salary, commissions, fees, bonuses, promotions, awards, profit share, pension contribution, or any other employee benefits f) which is committed by an employee who is normally resident outside of the territorial limits g) which cannot be proven to have been committed h) which is evidenced solely by an inventory or profit and loss computation i) where the employee concerned was known to have been involved in a previous fraudulent or dishonest act j) committed by an employee, where any trustee or director who was not in collusion had knowledge of or reasonably believed a fraudulent or dishonest act to have been committed by that employee on any previous occasion k) from a pension, retirement, superannuation, profit share or employee benefit scheme or programme l) of intangible property including but not limited to proprietary information, trade secrets, intellectual property, copyright, patent, trademark or design m) of money which the employee would have been entitled to receive from you but for the fraudulent or dishonest act n) covered elsewhere in this policy or by any other policy. 3. Loss directly or indirectly arising from extortion, kidnap, blackmail, ransom or any other form of duress or similar threat except where perpetrated by an employee. 4. Any indirect or consequential loss including but not limited to profit dividends or loss of interest. 5. Loss of any cryptocurrency, virtual or electronic currency that is not issued by a monetary authority or central bank. |

Special requirements for Fidelity Guarantee

SPECIAL NOTE (not forming part of this policy wording):

There are two standard levels of special requirements. You must comply with the level which applies to the indemnity limit which is operative at the time of any loss and is as shown in the policy schedule.

The following special requirement applies when the indemnity limit shown in the schedule is up to, and including, £5,000:

You must comply with the following conditions. **We** will not pay any **claim** if these conditions have not been fully complied with:

- 1 At least two written satisfactory references must be obtained to confirm the honesty of each **employee** contracted to start working by **you** after the commencement date of this section. References from former employers must cover a minimum period of two years immediately preceding their employment by **you** and copies or notes must be retained. References need not be obtained for authorised volunteers, **employees** joining directly from school or under a government sponsored youth training scheme, or for existing **employees** who have satisfactorily and continuously worked for **you** for at least one year.
- 2 All monetary payments or transfers for amounts exceeding £5,000, by:
 - a) cheque or other non-electronic financial documents must be manually signed by two of **your** authorised signatories after the amount has been inserted
 - b) electronic instructions requires at least two **employees** approved by **you**, to issue each fund transfer instruction or any amendment, to ensure that no one **employee** can complete a fund transfer payment from beginning to end.

The following special requirements apply when the indemnity limit shown in the schedule is greater than £5,000:

You must comply with the following conditions. **We** will not pay any **claim** if these conditions have not been fully complied with:

- 1 At least two written satisfactory references must be obtained to confirm the honesty of each **employee** contracted to start working by **you** after the commencement date of this section. References from former employers must cover a minimum period of two years immediately preceding their employment by **you** and copies or notes must be retained. References need not be obtained for authorised volunteers, **employees** joining directly from school or under a government sponsored youth training scheme, or for existing **employees** who have satisfactorily and continuously worked for **you** for at least one year.
- 2 All cash book entries or other records of **money**, including cash or any other negotiable instruments representing money or property, are reconciled and balanced at least monthly with a check of receipts and vouchers, independently of **employees** involved in the original transactions.
- 3 All statements of accounts are issued at least monthly and directly to customers independently of **employees** receiving or collecting payment.
- 4 All monetary payments or transfers for amounts exceeding £5,000, by:
 - a) cheque or other non-electronic financial documents must be manually signed by two of **your** authorised signatories after the amount has been inserted
 - b) electronic instructions requires at least two **employees** approved by **you**, to issue each fund transfer instruction or any amendment, to ensure that no one **employee** can complete a fund transfer payment from beginning to end.
- 5 Accounts are audited or independently examined annually.
- 6 All **money** received to be paid into **your** bank accounts within three working days.
- 7 If **you** have any **stock**, a full stock-take must be taken, at least once a year, independently of any **employee** normally involved with **stock** control.
- 8 The payment for goods or services shall involve the authorisation by an **employee(s)** not involved with the commissioning or ordering of those goods or services.

Claims settlement for Fidelity Guarantee

AUDITORS FEES

Within the Limits stated below, **we** will pay all auditors fees that **you** reasonably incur with **our** prior consent in formulating the amount of a loss in preparation of a **claim made** under this section.

LIMITS

The most **we** will pay for all **claims made** in any one **period of insurance** is the indemnity limit shown in the schedule.

The indemnity limit shall be considered as non-cumulative, and the most **we** will pay in any **period of insurance** is the indemnity limit shown in the schedule, regardless of how many years this policy has been in force.

Any and all **fraudulent or dishonest acts** committed by an **employee** shall be considered as one occurrence or event where that **employee** is involved or implicated.

Section 7 Reputational Risks

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>1. LIBEL AND SLANDER</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses in respect of any claim made for alleged defamation by you, or on your behalf, in connection with your activities.</p> <p>All claims made arising from a single defamation will be deemed to have been made during the period in which the first claim made was accepted by us.</p> <p>Where a claim made can also be brought for the same event or circumstances under the Professional Indemnity section (if operative), only the section or extension that provides the best settlement option for the insured will apply.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Liability arising from: <ol style="list-style-type: none"> a) criminal or intentional defamation, or where you ought to have known such statements were defamatory b) any legal action brought against you: <ol style="list-style-type: none"> i. in any court of law outside the territorial limits ii. by any claimant living outside the territorial limits c) the consequence of any circumstances known to you at the commencement of this cover which may give rise to a claim made d) any unauthorised or malicious access, alteration or intrusion to computer equipment e) printers' errors (other than by you) f) malicious falsehood or injurious falsehood g) arising from an agreement unless liability would have existed without the agreement. 3. Any event or circumstances which result in a claim against any trustee or director by another trustee or director or by the insured or by any other person or entity with a financial, managerial or executive interest in the insured. 4. Liability: <ol style="list-style-type: none"> a) for fines, penalties or punitive, exemplary, aggravated or multiplied damages b) for liquidated damages c) covered by any other policy or elsewhere in this policy d) where the date of the cause of action first accruing is prior to the original inception date of this extension. |
| <p>2. PR CRISIS - ANY INCIDENT</p> <p>We will pay all expenses reasonably incurred for the services of marketing and public relations specialists chosen by us, or approved by us, to assist in the protection or restoration of your reputation or public and market confidence in your activities following adverse publicity anywhere in the world during the period of insurance.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Adverse publicity directly or indirectly arising from: <ol style="list-style-type: none"> a) the consequences of any circumstances known to any trustee or director or partner of yours at the commencement of this cover which may give rise to a claim b) any goods or products manufactured, sold, supplied, installed, recalled, repaired, altered or maintained by you c) any third party material contributed to any bulletin board, forum, chat room, web-log, newsgroup, social network or other interactive information service for which you are responsible d) any unauthorised or malicious access, alteration or intrusion to computer equipment by any trustee or director or partner of yours. 3. Adverse publicity originating, distributed or propagated by any trustee or director or partner of yours. 4. Any expenses where you refused or failed to provide a rebuttal when such opportunity was offered prior to the publication of adverse publicity. 5. Adverse publicity where you have expressly or by implication agreed to the publication taking place. |

Section 7 Reputational Risks

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>3. DEATH OR DISGRACE OF A PATRON</p> <p>We will pay for loss of income during the indemnity period stated below resulting from your activities at the premises being interrupted or interfered with as a consequence of your patron:</p> <p>a) dying before the age of 70</p> <p>b) being subject to a criminal investigation or offending public taste during the period of insurance.</p> <p>We will also pay for any additional expenditure necessarily and reasonably incurred by you during the indemnity period for the sole purpose of avoiding or reducing the loss of income provided this does not exceed the amount that would otherwise have been payable for loss of income.</p> <p>The indemnity period in respect of this cover only is re-defined as follows:</p> <p>the period beginning with the date the:</p> <p>i. patron dies, in respect of cover a) above</p> <p>ii. criminal investigation, or act offending public taste became public knowledge, in respect of cover b) above</p> <p>and ending not later than 3 months thereafter during which the results of your activities are affected because of the occurrence.</p> <p>The amount payable for loss of income will be the amount by which the income during the indemnity period falls short of the income during the same 3 month period in the 12 months immediately before the date of the occurrence.</p> <p>This amount may be adjusted to take into account any trends or other factors affecting your activities, such as seasonal variation, so that the figures represent as closely as possible, the income that would have been achieved if the occurrence had not occurred.</p> <p>In calculating the amount payable, we will take into account any:</p> <ol style="list-style-type: none"> savings during the indemnity period of expenses payable out of income that cease or are reduced because of the occurrence income earned by you, or by others on your behalf, during the indemnity period from conducting your activities elsewhere than at the premises. | <ol style="list-style-type: none"> Loss for any period after the charity or business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued. Income or expenditure more specifically covered in this section, in this policy or by any other insurance arrangement. |

SPECIAL NOTES FOR COVER 2 (not forming part of this policy wording):

In the event of a public relations (PR) crisis that may damage the reputation of, or affect public opinion about, your organisation:

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

Claims settlement for Reputational Risks

LIMITS

The most **we** will pay under cover:

- Libel and Slander for all **claims made**, including **costs and expenses**, in any one **period of insurance**:
 - in respect of **defamation** arising from material or statements made in electronic format of any kind, is 20% of the indemnity limit for this cover as shown in the schedule
 - in total is the indemnity limit for this cover as shown in the schedule.
- PR Crisis - Any Incident:
 - for any **claim** resulting from:
 - hacking**, or
 - a **computer virus**, or
 - denial of service attack**
 is £2,000
 - for all **claims** in any one **period of insurance** is the sum insured for this cover as shown in the schedule.

We have a right of recovery against **you** following any damages paid as a result of a successful prosecution for **defamation** which was commenced by **you** against the origin, source, distributor or propagator of any adverse publicity.

- Death or disgrace of a Patron for all **claims** in any one **period of insurance** is £25,000.

Under cover 3:

- 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 the definitions to this section, any adjustment implemented in current cost accounting shall be disregarded.

Section 8 Legal Expenses

SPECIAL NOTES (not forming part of this policy wording):

1. The cover under this section has been arranged through DAS Legal Expenses Insurance Company Limited (DAS).
2. DAS Legal Expenses Insurance Company Limited (registered in England and Wales, company number 103274) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and Prudential Regulation Authority.
3. 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 is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.
4. DAS Law Limited (registered in England and Wales, company number 5417859) is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).
5. Please also refer to the notes under 'MAKING A CLAIM' at the front of this policy.

WHAT IS COVERED

We will indemnify the **insured** (or where specified, the **insured person**) in respect of any **insured incident** detailed in this section arising in connection with **your activities**, subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

- a) **reasonable prospects** exist for the duration of the claim; and
- b) the **date of occurrence** of the **insured incident** happens during the **period of insurance**, or
- c) the **date of occurrence** of the **insured incident** happens during the currency of a previous equivalent legal expenses insurance policy, provided that
 - the previous legal expenses insurance policy required the **insured** to report claims during its currency,
 - the **insured** could not have notified a claim previously as they could not have reasonably been aware of the **insured incident**
 - cover has been continuously maintained in force
 - any claim that should have been reported under a previously operative legal expenses insurance policy will not be covered by **us**, and
 - the available **limit of indemnity** shall be limited to the lesser of the sums payable under this or **your** previous policy; and
- d) the **insured incident** happens within the **countries covered**; and
- e) any legal proceedings will be dealt with by a court or other body which **DAS** agree to within the **countries covered**

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

1. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm or tax consultancy**. The amount **we** will pay a law firm (where acting on the **insured's** behalf) is currently £100 per hour - this amount may vary from time to time
2. in respect of an appeal or the defence of an appeal, the **insured** must tell **DAS** as soon as possible and within the statutory time limits allowed that they want to appeal.
Before **we** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
3. in respect of an enforcement of judgment to recover money and interest due to the **insured** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist
4. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **we** will pay in **costs and expenses** is the value of the likely award.

WHAT IS NOT COVERED

All **insured incidents** do not cover:

- a) in the event of a claim, if the **insured** decides not to use the services of a **preferred law firm or tax consultancy**, the **insured** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**
- b) if the **insured** is registered for VAT, **we** will not pay the VAT element of any **costs and expenses**
- c) **costs and expenses** incurred before **DAS'** expressed acceptance
- d) 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 incidents** 1.b) – Employment disputes and compensation awards (Compensation awards) and 2.a)iii – Legal defence (Data protection)
- e) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
- f) any claim relating to rights under a franchise or agency agreement entered into by the **insured**
- g) any wilful act or omission of an **insured person** deliberately intended to cause a claim under this section
- h) any claim under this section for a dispute with **DAS**. For disagreements with **DAS** about the handling of a claim under this section of the policy, refer to Special Condition 8 of this section
- i) any claim relating to a shareholding or partnership share in the **insured**
- j) **costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
This exclusion does not apply to **insured incident** 7 – Personal injury
- k) any legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **DAS** or the **appointed representative**
- l) any claim where, either at the start of or during the course of a claim, the **insured**:
 - i. is declared bankrupt
 - ii. has filed a bankruptcy petition
 - iii. has filed a winding-up petition
 - iv. has made an arrangement with their creditors
 - v. has entered into a deed of arrangement
 - vi. is in liquidation
 or part or all of the **insured's** affairs or property are in the care or control of a receiver or administrator
- m) any claim relating to written or verbal remarks that damage the **insured person's** reputation
- n) any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Section 8 Legal Expenses

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>INSURED INCIDENT:</p> | <p>In addition to the section exclusions the following are not covered in respect of the insured incident against which they appear:</p> |
| <p>1. EMPLOYMENT DISPUTES AND COMPENSATION AWARDS</p> <p>a) EMPLOYMENT DISPUTES</p> <p>Costs and expenses to defend the insured's legal rights:</p> <ol style="list-style-type: none"> i. before the issue of legal proceedings in a court or tribunal: <ol style="list-style-type: none"> a. following the dismissal of an employee, or b. where an employee or ex-employee has contacted ACAS (Advisory, Conciliation and Arbitration Service) to commence the Early Conciliation procedure ii. in unfair dismissal disputes under the ACAS Arbitration Scheme or iii. in legal proceedings in respect of any dispute relating to: <ol style="list-style-type: none"> a. a contract of employment with the insured, or b. an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation. | <ol style="list-style-type: none"> 1. Any employment dispute where the originating cause of action arises within the first 90 days of the indemnity provided by this section. 2. Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section. 3. Employee internal disciplinary or grievance procedures. 4. Any claim in respect of damages for personal injury or loss of or damage to property. 5. Any claim arising from or relating to current Transfer of Undertakings (Protection of Employment) Regulations or Transfer of Employment (Pension Protection) Regulations. 6. Any claim relating to pursuing the insured's legal rights. <p>If a claim is made under insured incident 1.a) – Employment disputes and compensation awards (Employment disputes) exclusions 1. and 2. above will not be enforced if the insured can provide written evidence of continuous and equivalent employment legal expenses insurance immediately prior to inception of this section.</p> |
| <p>b) COMPENSATION AWARDS</p> <p>Where DAS have accepted a claim under insured incident 1.a) – Employment disputes and compensation awards (Employment disputes), we will pay up to the limit of indemnity for the following:</p> <ol style="list-style-type: none"> i. any basic and compensatory award, and/or ii. an order for compensation or damages following a breach of the insured's statutory duties under employment legislation <p>Provided that any sum of money in settlement of a dispute is awarded by a court or tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by DAS.</p> | <ol style="list-style-type: none"> 1. Any compensation award relating to the following: <ol style="list-style-type: none"> a) trade union activities, trade union membership or non-membership b) pregnancy or maternity rights, paternity, parental or adoption rights c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996 d) statutory rights in relation to trustees of occupational pension schemes. 2. Non-payment of money due under a contract. 3. Any award ordered because the insured has failed to provide relevant records to employees under the National Minimum Wage legislation. 4. Any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal. 5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure. |
| <p>c) EMPLOYEE CIVIL LEGAL DEFENCE</p> <p>Costs and expenses to defend the insured person's (other than the insured's) legal rights at the insured's request, if an event arising from their work as an employee leads to civil action being taken against them:</p> <ol style="list-style-type: none"> i. under legislation for unlawful discrimination, or ii. as trustee of a pension fund set up for the benefit of the insured's employees. | |
| <p>d) SERVICE OCCUPANCY</p> <p>Costs and expenses to recover possession of premises owned by, or for which, the insured is responsible, from an employee or ex-employee of the insured.</p> | <p>Any claim relating to defending the insured's legal rights other than defending a counter-claim that is an insured incident under this section.</p> |

Section 8 Legal Expenses

| WHAT IS COVERED | WHAT IS NOT COVERED |
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| <p>2. LEGAL DEFENCE</p> <p>a) Costs and expenses to defend the insured person's legal rights in respect of the following:</p> <p>i. CRIMINAL PRE-PROCEEDINGS COVER prior to the issue of legal proceedings when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer, where it is alleged that the insured person has or may have committed a criminal offence</p> <p>ii. CRIMINAL PROSECUTION DEFENCE an event arising to the insured person being prosecuted in a court of criminal jurisdiction</p> <p>Provided that for any claim under insured incident 2.a)i. Legal defence (Criminal pre-proceedings cover) and 2.a)ii. Legal defence (Criminal prosecution defence) relating to the Health and Safety at Work etc. Act 1974, the countries covered shall be any place where the Act applies</p> <p>We will only cover criminal investigations and/or prosecutions which arise in connection with your activities.</p> <p>iii. DATA PROTECTION a civil action taken against the insured person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:</p> <p>a. an individual</p> <p>We will also pay any compensation award up to the limit of indemnity in respect of such a claim.</p> <p>b. a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor.</p> <p>We will not pay any compensation award in respect of such a claim.</p> <p>Provided that any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by us.</p> <p>iv. WRONGFUL ARREST a civil action taken against the insured person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the period of insurance.</p> <p>v. FORMAL INVESTIGATIONS AND DISCIPLINARY HEARINGS in representing the insured person if an event results in a disciplinary case brought against them by the relevant authority.</p> <p>vi. STATUTORY NOTICE APPEALS an appeal against the imposition or terms of any statutory notice issued under legislation affecting your activities.</p> <p>b) JURY SERVICE AND COURT ATTENDANCE We will pay for an insured person's absence from work to:</p> <p>i. perform jury service</p> <p>ii. attend any court or tribunal at the request of the appointed representative</p> <p>The maximum we will pay is the insured person's net salary, or wages, for the time that they are attending court or tribunal, less any amount the insured, court or tribunal pays. We will also reimburse the insured for net salary or wages that they have paid the insured person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.</p> <p>Provided that for each paragraph of cover within insured incident 2 Legal Defence the insured requests cover for the insured person.</p> | <p>1. In respect of insured incident 2.a)i – Legal defence (Criminal pre-proceedings cover), any criminal investigation or enquiry by with or on behalf of HM Revenue & Customs.</p> <p>2. In respect of insured incidents 2.a)i – Legal defence (Criminal pre-proceedings cover) and 2.a)ii – Legal defence (Criminal prosecution defence), any claim relating to a parking offence.</p> <p>3. In respect of insured incident 2.a)iii – Legal defence (Data protection), any claims relating to</p> <p>(1) the loss, alteration, corruption or distortion of, or damage to stored personal data or</p> <p>(2) a reduction in the functionality, availability, or operation of stored personal data</p> <p>where either (1) or (2) above have resulted from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.</p> <p>4. In respect of insured incident 2.a)iii – Legal defence (Data protection), we will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body.</p> <p>5. In respect of insured incident 2.a)vi – Legal defence (Statutory notice appeals),</p> <p>(1) any statutory notice issued by an insured person's regulatory or governing body</p> <p>(2) any appeal against the imposition or terms of any statutory notice issued in connection with an insured's licence, mandatory registration or British Standard Certificate of Registration.</p> |

Section 8 Legal Expenses

| WHAT IS COVERED | WHAT IS NOT COVERED |
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| <p>3. STATUTORY LICENCE APPEAL</p> <p>Costs and expenses in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel the insured's licence, or mandatory registration or British Standard Certificate of Registration.</p> | <p>1. The original application or renewal application of a statutory licence or mandatory registration or British Standard Certificate of Registration.</p> <p>2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.</p> |
| <p>4. CONTRACT DISPUTES</p> <p>Costs and expenses in a contractual dispute arising from an agreement or alleged agreement which has been entered into by, or on behalf of, the insured for the purchase, hire, sale or provision of goods or of services</p> <p>Provided that:</p> <p>A. the amount in dispute exceeds £250 (including VAT)</p> <p>B. 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</p> <p>C. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (including VAT).</p> | <p>1. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT).</p> <p>If you are using:</p> <ul style="list-style-type: none"> • DAS's preferred law firm or tax consultancy, you will be asked to pay this within 21 days of the claim having been assessed as having reasonable prospects • your own law firm, this will be within 21 days of their appointment, following confirmation that the claim has reasonable prospects. <p>If you do not pay this amount cover could be withdrawn.</p> <p>2. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the date of occurrence is within the first 90 days of the indemnity provided by this section, unless equivalent legal expenses insurance was continuously in force immediately before.</p> <p>3. Any claim relating to the following:</p> <p>a) a dispute relating to an insurance policy, other than when the insured's insurer refuses a claim</p> <p>b) the:</p> <ol style="list-style-type: none"> i. sale ii. purchase iii. terms of a lease iv. licence v. tenancy <p>of land or buildings, however we will cover a dispute with a professional adviser in connection with these matters</p> <p>c) a loan, mortgage, pension, guarantee or any other financial product, however we will cover a dispute with a professional adviser in connection with these matters</p> <p>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.</p> <p>4. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the insured.</p> <p>5. A dispute which arises out of the:</p> <ol style="list-style-type: none"> a) sale or provision of computer hardware, software, systems or services b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the insured's own specification. <p>6. A dispute arising from a breach or alleged breach of professional duty by an insured person.</p> <p>7. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.</p> |

Section 8 Legal Expenses

| WHAT IS COVERED | WHAT IS NOT COVERED |
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| <p>5. DEBT RECOVERY</p> <p>Costs and expenses in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services including enforcement of judgments</p> <p>Provided that:</p> <p>A. the debt exceeds £250 (including VAT)</p> <p>B. the claim is made within 90 days of the money becoming due and payable</p> <p>C. DAS has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are, or will be, sufficient assets available to satisfy judgement.</p> | <ol style="list-style-type: none"> Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section, if the debt is due within the first 90 days of the indemnity provided by this section, unless equivalent legal expenses insurance was continuously in force immediately before. Any claim relating to the following: <ol style="list-style-type: none"> the settlement payable under an insurance policy the: <ol style="list-style-type: none"> sale purchase terms of a lease licence tenancy of land or buildings a loan, mortgage, pension, guarantee or any other financial product, however we will cover a dispute with a professional adviser in connection with these matters 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. A dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services. The recovery of money and interest due from another party where the other party intimates that a defence exists. Any dispute which arises from debts the insured has purchased from a third party. |
| <p>6. PROPERTY PROTECTION</p> <p>Costs and expenses in a civil dispute relating to physical property which is owned by, or the responsibility of, the insured, provided that the insured has established the legal ownership or right to the physical property that is the subject of the dispute, or there are reasonable prospects of establishing the insured has the legal ownership or right to the physical property, following:</p> <ol style="list-style-type: none"> any event which causes physical damage to such physical property, or a legal nuisance (meaning any unlawful interference with the insured's use or enjoyment of their land, or some right over, or in connection with it), or a trespass. | <p>Any claim relating to:</p> <ol style="list-style-type: none"> a contract entered into by the insured physical property which is in transit or which is lent or hired out 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 mining subsidence defending the insured's legal rights, but we will cover defending a counter-claim that is an insured incident under this section a motor vehicle owned by, or used by, or hired by, or leased to, an insured person (other than damage to motor vehicles where the insured is engaged in the business of selling motor vehicles) the enforcement of a covenant by, or against, the insured. |
| <p>7. PERSONAL INJURY</p> <p>At the insured's request, we will pay costs and expenses for an insured person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to, them.</p> | <p>Any claim relating to:</p> <ol style="list-style-type: none"> any illness or bodily injury, that develops gradually psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury defending an insured person's and their family members' legal rights other than in defending a counter-claim clinical negligence. |

Section 8 Legal Expenses

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>8. TAX PROTECTION</p> <p>Costs and expenses to negotiate on behalf of the insured and, at the request of the insured, the directors, trustees and partners of the insured in the event that one of the following enquiries is undertaken in direct connection with your activities:</p> <ul style="list-style-type: none"> a) a tax enquiry, being a written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either: <ul style="list-style-type: none"> i. includes a request to examine any aspect of the insured's books and records; or ii. advises of a check of the insured's whole tax return b) a Charity Commission enquiry, being an investigation by the Charity Commission into the insured's business accounts c) an employer compliance dispute, being a dispute with HM Revenue & Customs concerning the insured's compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations d) a VAT dispute, being a dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the insured's VAT affairs <p>provided that: the insured has taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.</p> | <p>Any claim:</p> <ul style="list-style-type: none"> a) arising from a tax avoidance scheme b) caused by the failure to register for Value Added Tax or Pay As You Earn c) arising from any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigation Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office d) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences e) relating to import or excise duties and import VAT. |

Claims settlement for Legal Expenses

LIMITS

The most **we** will pay is the **limit of indemnity**.

Special conditions for Legal Expenses

1 YOUR REPRESENTATION

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

2 YOUR RESPONSIBILITIES

An **insured person** must:

- a) co-operate fully with **DAS** and the **appointed representative**
- b) give the **appointed representative** any instructions that **DAS** ask them to.

Special conditions for Legal Expenses

3 OFFERS TO SETTLE A CLAIM

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

4 ASSESSING AND RECOVERING COSTS

- a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5 CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately unless **DAS** agree to appoint another **appointed representative**.

6 WITHDRAWING COVER

- a) If an **insured person** settles a claim or withdraws their claim without **DAS's** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid.
- b) If during the course of a claim **reasonable prospects** no longer exist, the cover **we** provide will end at once. **We** will pay any **costs and expenses** and compensation awards **we** have agreed to, up to the date cover was withdrawn.

7 EXPERT OPINION

If there is a disagreement between an **insured person** and **DAS** on the merits of the claim or proceedings, or on a legal principle, **DAS** may suggest the **insured person** obtains, at their own expense, an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **DAS** and the cost expressly agreed in writing between the **insured person** and **DAS**. Subject to this, **we** will pay the cost of getting the opinion, if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence. This does not affect the **insured person's** rights under Special Condition 8 of this section.

8 ARBITRATION

If there is a disagreement about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9 KEEPING TO THE TERMS OF THIS SECTION

An **insured person** must:

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

10 LAW THAT APPLIES

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Section 9 Cyber

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>The following insured events are covered under this section when shown as insured in the schedule:</p> | <p>We will not cover damages, liability or costs and expenses arising directly or indirectly from:</p> |
| <p>1. CYBER LIABILITY</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses following a claim made in the course of your activities as a result of:</p> <ol style="list-style-type: none"> a) you, any employee of yours, or your service provider failing to secure or prevent unauthorised access to, publication of or use of data (including any interference with any right to privacy or publicity, breach of confidence or your data privacy obligations) b) you, or your employees unintentionally transmitting, or failing to prevent or restrict the transmission of, a computer virus, hacking attack or denial of service attack from your computer system to a third party c) loss of reputation (including that of a product), or intellectual property rights being breached as a result of: <ol style="list-style-type: none"> i. the content of any emails distributed by your computer system; ii. the content of your website; iii. online promotional marketing material; or iv. other data processed or distributed by your computer system. <p>2. DATA-BREACH EXPENSE</p> <p>We will pay for a claim made for the following costs and expenses resulting from your failure to keep to your data privacy obligations in the course of your activities:</p> <ol style="list-style-type: none"> a) the cost of hiring professional, legal and forensic information-technology services to investigate and tell you how you should respond b) the cost of informing affected parties, the data privacy regulator and other relevant third parties or organisations worldwide c) the cost of providing the following support services to affected parties as the result of you failing to keep to your data privacy obligations: <ol style="list-style-type: none"> i. credit file monitoring, identity theft assistance and helping the affected parties to correct their credit records and take back control of their personal identity ii. providing a helpline to respond to enquiries after informing affected parties <p>These services will only be provided for 12 months, and only if:</p> <ul style="list-style-type: none"> - the data privacy obligations you have failed to keep to relate to personal data; or - you must provide the relevant service under your data privacy obligations d) public-relations and crisis-management expenses, if we have given our written consent, for communicating with the media, your customers and the public to minimise damage to brands and business operations, and any damage to your reputation. | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Loss of income during the time excess. 3. Fines or penalties except as covered under the Fines and Penalties extension to this section. 4. Punitive, exemplary, aggravated or multiplied damages. 5. Liquidated damages except as covered under the Fines and Penalties extension to this section. 6. Any claim brought against you by: <ol style="list-style-type: none"> a) any other party named in the schedule as the policyholder b) any of your parent or subsidiary companies c) any company which you are a director, officer, partner or employee of and have a financial interest in. <p>This exclusion does not apply to personal data relating to employees or trustees or directors as long as any benefit they receive is no more than any third party would receive.</p> 7. Defamatory or disparaging statements or publications made deliberately or recklessly if it could be anticipated by a reasonable person that the statements could result in a demand for damages and costs and expenses against you. 8. You failing to keep to any obligation you have to your employees, unless this is specifically insured by this section after your data privacy obligations have not been met. 9. Any mistakes in financial statements or representations concerning your activities. 10. You actually or allegedly breaking any taxation, competition, restraint of trade, or anti-trust law or regulation. 11. Infringement of any patent without the patent holder's permission. 12. Goods, products or software sold, supplied, manufactured, constructed, installed, maintained, repaired, altered or treated by you. 13. Inadequate or incorrect advice or services you have provided whether given for a fee or not. 14. The cost of correcting any failings in procedures, systems or security. 15. Loss arising from: <ol style="list-style-type: none"> a) the consequences of any circumstances known by you at the commencement of this cover b) claims or circumstances which you have already reported, or should have reported to a previous insurer prior to the commencement of this cover. 16. Any extortion, blackmail or ransom payments or demands except as covered in the Cyber Crime insured event to this section. 17. Penalties you have to pay under a contract for any delay, or in connection with guarantees of performance or efficiency. 18. Any deliberate act, or failure to act by you or any trustee or director, unless the deliberate act or failure to act is to prevent or minimise bodily injury, damage to your hardware, loss of income or a claim made. 19. The cost of normal computer system maintenance. |

Section 9 Cyber

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>3. COMPUTER SYSTEM DAMAGE, DATA, EXTRA COST AND LOSS OF INCOME</p> <p>We will pay for any claim made as a result of a cyber event for the following:</p> <ul style="list-style-type: none"> a) the cost of investigating, reconfiguring and rectifying any damage to your computer system or the computer system of a service provider, and restoring and recreating data Cover under this insured event does not include the value of data to you, even if the data cannot be restored or recreated. b) extra costs to prevent or reduce the disruption to the functions carried out by your computer system during the indemnity period c) your loss of income during the indemnity period. The amount of loss of income we will pay will be: <ul style="list-style-type: none"> i. based on the income during the 12 months before the cyber event, as recorded in your accounts ii. adjusted to reflect trends and circumstances which may affect the income, or which would have affected the income, had the cyber event not occurred. <p>4. CYBER CRIME</p> <p>We will pay for a claim made for the following:</p> <ul style="list-style-type: none"> a) your financial loss: <ul style="list-style-type: none"> i. following hacking that results in fraudulent input, destruction or modification of data in your computer system, or the computer system of your service provider, leading to: <ul style="list-style-type: none"> - money being taken from any account; - goods, services, property or financial benefit being transferred; or - any credit arrangement being made; ii. resulting from you transferring funds from your account to that of a third party as a direct result of a fraudulent electronic communication <p>provided that you have not received any benefit in return, and you cannot recover the loss from a financial institution or other third party</p> <p>We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.</p> b) your liability to make any payment to your telephone service provider solely as the result of hacking into your computer system c) the cost of employing specialist support to verify that a threat is genuine and to help you respond and with our written agreement the payment of a ransom demand, if anyone has or threatens to: <ul style="list-style-type: none"> i. cause damage to or disrupt your computer system by introducing a computer virus, or to initiate a hacking attack or denial of service attack against you; ii. release, publish, corrupt, delete or alter data from your computer system if this would cause you commercial or financial harm or damage your reputation; or iii. fraudulently or maliciously use your computer system to cause a loss to you or a third party; <p>provided you can demonstrate that you have good reason to believe that the threat is not a hoax, and you have reported it to the police.</p> | <p>20. Any:</p> <ul style="list-style-type: none"> a) act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the damage, loss of income or other loss b) civil commotion in Northern Ireland c) action taken to controlling, preventing, suppressing or in any way relating to any act of terrorism. <p>Computer virus, hacking or denial of service attack will not be regarded as an act of terrorism.</p> <p>21. Your commercial decision to stop trading, or the decision of a service provider, customer or supplier of yours to stop or reduce trade with you or restrict services.</p> <p>22. Losses due to:</p> <ul style="list-style-type: none"> a) wear and tear, gradual deterioration or rust; b) scratching or chipping of painted or polished surfaces; c) erosion or corrosion; or d) gradual reduction in performance. <p>However, we will pay for loss resulting from the causes above which we would have otherwise paid under this section.</p> <p>23. Your insolvency or bankruptcy.</p> <p>24. Under insured event 3 'Computer system damage, data, extra cost and loss of income' the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by you. This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by this section, to the electrical power supply network, telecommunication network or other property. Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.</p> <p>25. Under insured event 4 'Cyber Crime' any financial loss resulting from actual or alleged fraudulent use of credit or debit card.</p> <p>26. Under insured event 4 'Cyber crime' any hacking by an employee.</p> <p>27. Under insured event 4 'Cyber crime' any financial loss resulting from a fraudulent application for credit, or the provision of false details in applying for credit or opening an account with you.</p> |

Special conditions for Cyber

You must comply with the following conditions. **We** will not cover any **claim** if these conditions have not been fully complied with unless **you** can show that the non-compliance could not have increased the risk of the loss or **damage** arising in the circumstances in which it arose:

1 REPORTING A CLAIM

As soon as **you** know about any incident or circumstance that may result in a **claim** **you** must tell the person who arranged **your** policy (or **us**), providing full details, as soon as possible after **you** becoming aware of the **claim made** and within 14 days in the case of a **claim made** relating to a demand for **costs and expenses** or a notice of regulatory action against **you**.

As soon as **you** become aware of a **claim made** **you** must also:

- a) keep any **damaged hardware**, other property covered by this policy and other evidence, and allow **us** to inspect it
- b) give **us** details of any other insurances **you** have which may cover **damage**, loss of **income**, damages, **costs and expenses** or other loss covered by this section
- c) tell **us** if **you** recover money from a third party (**you** may need to give the money to **us**).

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

SPECIAL NOTE (not forming part of this policy wording):

These special conditions apply in addition to General Condition 11 CLAIMS PROCEDURE (YOUR DUTIES)

2 PROTECTING DATA

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

3 CONTROLLING DEFENCE

We can, but do not have to, take control of investigating, settling or defending any claim made against **you**. **We** will take this action in **your** name. If necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** solicitor, but only on a fee basis similar to that of **our** own solicitor, and only for work done with **our** permission in writing. **We** will only defend claims if **we** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

4 RECOVERIES

- a) If **you** have made a **claim** and **you** later recover money from a third party, **you** must tell **us** immediately. If **we** have paid the **claim**, **you** may have to give the money to **us**
- b) If **we** have paid a **claim** and **we** then recover money from a third party, **we** will give **you** any proceeds above the amount **we** paid **you** in connection with the **claim**.

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

5 REASONABLE CARE

You must:

- a) make sure that **your hardware** is maintained, inspected and tested as recommended by the manufacturer;
- b) keep a record of all maintenance and **data** back-up procedures and maintenance carried out, and let **us** check those records;
- c) take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by **your** policy; and
- d) not continue to use **hardware** after **damage**, unless **we** have given **our** written permission.

If **you** do not keep to this condition **we** may:

- i. refuse to pay part or all of **your claim**; and
- ii. cancel **your** policy in accordance with **our** rights under the Cancellation (Our Rights) general condition.

6 DEFENCE SOFTWARE

Your computer system must be protected by a:

- a) virus-protection software package which is:
 - licensed to **you**;
 - paid for and not freely available; and
 - updated at least every 7 days
- b) firewall on all external gateways to the internet, and that firewall must be maintained.

7 DATA BACK-UP

You must:

- a) back-up original **data** at least every 7 days
- b) take precautions to make sure that all **data** is stored safely.

If a **service provider** processes or stores **data** for **you**:

- c) make sure that the terms of the contract between **you** and the **service provider** allow **data** to be backed-up in line with this condition.

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

8 RIGHT TO SURVEY

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

If **you** do not keep to this condition **we** may cancel **your** policy in accordance with **our** rights under the Cancellation (Our Rights) general condition.

9 DATA PROTECTION AUTHORITY

Under the Cyber Liability and Data-Breach Expense insured events:

You must have paid the relevant data protection fee to, or be registered with the supervisory authority established for the purpose of monitoring the application of data protection regulations that applies to **your activities** unless **you** are exempted from doing so by the relevant legislation.

Extensions for Cyber

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---------------------|
| <p>1 AVOIDING CORRUPTION</p> <p>At our written consent:</p> <ul style="list-style-type: none"> a) we will pay the cost of locating and removing a computer virus from your computer system which has not necessarily caused any damage or disruption; and b) where a computer virus or hacking attack has affected your computer system during the period of insurance, we will pay the cost of hiring professional consultants to make recommendations on how to prevent your computer system from being infected by computer virus or to prevent hacking. <p>The most we will pay for all claims in any one period of insurance is £15,000.</p> | |
| <p>2 SECURITY AUDIT</p> <p>If your failure to keep to data privacy obligations insured by this section resulted from security weaknesses in your computer system, we will pay the cost of a professional consultant carrying out an audit of your computer system to assess the security weaknesses and advise you on how to make improvements.</p> <p>The most we will pay for all claims in any one period of insurance is £15,000.</p> | |
| <p>3 INVESTIGATION COST</p> <p>If we accept a claim for damage or other loss, and we agree in writing, we will pay the cost of investigating possible repair, replacement or restoration.</p> <p>The most we will pay for all claims in any one period of insurance is £15,000.</p> | |
| <p>4 LOSS-PREVENTION MEASURES</p> <p>We will pay the cost of preventing or minimising actual or expected damage or other loss covered by this section, provided that:</p> <ul style="list-style-type: none"> a) damage or other loss would be expected if the measures were not taken; b) we are satisfied that the damage or other loss has been prevented or minimised by these measures; and c) the cost is limited to the cost of damage or other loss which would have been caused. <p>The most we will pay for all claims in any one period of insurance is £15,000.</p> | |
| <p>5 TEMPORARY AND FAST-TRACKED REPAIR</p> <p>We will pay the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration, provided we have accepted a claim for damage or other loss.</p> <p>The most we will pay for all claims in any one period of insurance is £15,000.</p> | |
| <p>6 ACCOUNTANTS' FEES</p> <p>We will pay the cost of:</p> <ul style="list-style-type: none"> a) extra staffing costs; and b) extra fees charged by your usual auditors or accountants incurred by you as a result of providing the information we need to work out the amount we should pay. <p>The most we will pay for all claims in any one period of insurance is £15,000.</p> | |

Extensions for Cyber

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|--|---------------------|
| 7 | <p>NON-INVALIDATION</p> <p>Cover under this section will not be affected by any act, failure to act or change in circumstance which increases the risk of damage, loss of income, a claim for damages or other loss covered by this section, which you could not have known about or controlled.</p> <p>Provided that as soon as you (or anyone acting for you) become aware of any act, failure or change in circumstance which may affect the policy, you:</p> <ol style="list-style-type: none"> tell us as soon as possible; and keep to any extra terms and conditions we set. <p>This applies to any change of circumstance which arises, whether before or during the period of insurance, including before we renew this section.</p> | |
| 8 | <p>MORE THAN ONE INSURED</p> <p>If more than one party is named as the insured in the schedule, the first named insured will receive all notices and agree any changes to the policy and will be treated as acting for all the named insureds. We will not remove any named insured without their permission.</p> | |
| 9 | <p>FINES AND PENALTIES</p> <p>Under the Cyber Liability insured event:</p> <p>Where insurable by law, we will pay fines, penalties and liquidated damages you become legally liable to pay as a result of you failing to keep to your data privacy obligations.</p> <p>The most we will pay for all claims in any one period of insurance is £15,000.</p> | |

Claims settlement for Cyber

LIMITS

The most **we** will pay in total for all **claims made** in any one **period of insurance**, including **costs and expenses** is the sum insured shown in the schedule.

The amount **we** pay under extensions 1 to 6 to this section is the limit stated in the extension which is in addition to the limitations stated above.

For any **claim**, the total amount **we** will pay will not be more than the limits stated above regardless of the number of people or organisations insured by the policy.

Any **claim we** pay will not include VAT, unless **you** cannot recover part or all of the VAT **you** have paid.

Section 10 All Risks

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>We will pay for damage to your property, or property for which you are responsible, as listed in the All Risks Specification in the schedule occurring within the stated geographical limits.</p> <p>RESTRICTED COVER</p> <p>If we cover any of the following property:</p> <ol style="list-style-type: none"> 1. marquees or tents 2. inflatables 3. sports equipment (including winter sports) 4. wind turbines 5. solar or photovoltaic panels <p>either specifically or as part of a miscellaneous item in the All Risks Specification, the cover is restricted to damage to such property caused by the following events only:</p> <ol style="list-style-type: none"> a) fire, explosion, lightning, earthquake or smoke b) theft or attempted theft c) riot and civil commotion d) storm or flood e) aircraft or other aerial devices or articles dropped from them f) impact by any road vehicle, train or animal g) accidental damage caused by falling trees, branches, telegraph poles, lamp posts or pylons <p>occurring within the stated geographical limits.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule but increased to £250 in respect of theft or attempted theft of property from any trailer. 2. Consequential loss of any kind. 3. Damage: <ol style="list-style-type: none"> a) which is specifically included or excluded elsewhere under this section or by endorsement b) 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 c) attributable solely to change in the water table level resulting from the stoppage of work. 4. Damage to any: <ol style="list-style-type: none"> a) money, securities, credit and debit cards b) strings, reeds or drumheads on musical instruments c) living creatures d) trees, shrubs, plants or other vegetation e) explosives. 5. Damage caused by or consisting of: <ol style="list-style-type: none"> a) inherent vice or latent defect, depreciation, gradually operating causes, wear and tear, faulty or defective design, materials or workmanship. But this does not apply to subsequent damage which itself results from a cause not otherwise excluded. b) the deliberate erasure, loss, distortion or corruption of data c) fungus, mildew or rot d) disappearance, unexplained or inventory shortage, misfiling or misplacing of information e) acts of fraud or dishonesty. 6. Damage caused by: <ol style="list-style-type: none"> a) action of light, atmospheric or climatic conditions (other than storm or flood) or frost b) moths, vermin, insects, parasites or woodworm, but this does not apply to subsequent damage which itself results from a cause not otherwise excluded c) domestic pets d) subsidence, heave, landslip or settlement unless event 14 of the Property Damage section is operative and shown in the schedule e) any process of cleaning, dyeing, altering, repairing, renovating or restoring f) a rise or fall in temperature g) any heating process or any process involving the application of heat. 7. Damage consisting of: <ol style="list-style-type: none"> a) marring or scratching b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates. 8. Damage by theft of: <ol style="list-style-type: none"> a) property from a soft topped, soft sided, open topped or open sided trailer b) property from any unattended motor vehicle unless: <ol style="list-style-type: none"> i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked c) any bicycle unless at the time of damage it is in a locked building or is attached by an appropriate security device to a permanently fixed structure. 9. Damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. 10. Damage caused by or happening through confiscation or destruction or requisition by order of any government or any public authority. |

Special requirement for All Risks

You must comply with the following condition. **We** will not cover any **claim** if this condition has not been fully complied with unless **you** can show that the non-compliance could not have increased the risk of the loss or **damage** arising in the circumstances in which it arose:

1 TRAILER SECURITY

in respect of any trailer, and/or contents of any trailer, insured under this section, when the trailer is parked and not in use, to:

- a) keep it in a locked building or locked compound, or
- b) immobilise it by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) must be secured with a coach-bolted locking bar and close shackle padlock.

Extension for All Risks

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---------------------|
| <p>1 ADDITIONAL INTERESTS</p> <p>The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ol style="list-style-type: none"> a) the interest is required to be included on this policy by you under the terms of any hiring lease or hire purchase agreement b) the cover for the additional interest is no more extensive than the current cover provided to you under this policy at the time the interest commences c) you advise full details to us in writing as soon as reasonably practicable. | |

Claims settlement for All Risks

We can choose to settle a **claim** for **damage** by either:

- a) paying for the full cost of repairing, or
- b) by making a cash payment, or
- c) replacing the property insured.

Unless otherwise stated, settlement will be calculated on the basis of **reinstatement** except for any type of clothing or linen. If the **reinstatement** basis of settlement does not apply then settlement will be based on the replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**.

We will 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.

COMPUTERS

Subject to the item limit, **we** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

- a) installation of software that can be completed by **you** following manufacturer's standard instructions
- b) any non-proprietary software
- c) reconstitution or re-input of any electronic data held
- d) the value to **you** of any electronic data.

UNDERINSURANCE

When **reinstatement** applies: if at the time of **damage** the sum insured (adjusted for index-linking) for any item is less than its full **reinstatement** value **we** will only pay the same proportion of the **damage** as the sum insured bears to the full **reinstatement** value for that item.

When **reinstatement** does not apply: if at the time of the **damage**, the sum insured (adjusted for index-linking) by any item is less than the total cost of replacing or repairing the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**, then the amount **we** will pay will be reduced in the same proportion that the sum insured (adjusted for index-linking) bears to its total cost of replacement or repair.

Claims settlement for All Risks

LIMITS

The most **we** will pay in any one **period of insurance** is the:

- a) sum insured for each item
- b) total sum insured for all items

shown in the schedule or listed within the All Risks Specification of the schedule, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The sum(s) insured will be adjusted for any index-linking increases up to the completion of **reinstatement** where applicable.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured for any item shown in the schedule or listed within the All Risks Specification of the schedule will be reinstated by the amount of any **claim we** pay, unless:

- a) the **claim** relates to the total loss of any specified item, or
- b) **we** or **you** give notice to the contrary within 30 days of notification of the **claim to us** and provided that, if **we** so require, **you** will:
 - i. pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
 - ii. take immediate steps to carry out any **damage** prevention measures that **we** may specify.

MATCHING ITEMS

We will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that has not been **damaged** or may lose value just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 11 Money

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>We will pay for:</p> <ol style="list-style-type: none"> 1. damage to money occurring during the period of insurance within the territorial limits 2. damage caused by theft or attempted theft to any: <ol style="list-style-type: none"> a) safe or strongroom at the premises b) cash carrying case, security belt or waistcoat 3. damage to clothing, personal effects and personal money belonging to an employee caused by theft or attempted theft of money. <p>If the Property Away from the Premises extension under the Property Damage section and the Clothing and Personal Effects extension under the Personal Accident section are also operative, we will only pay for loss of clothing, personal money and personal effects arising from the same cause under the extension or the section that provides the widest cover.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Loss from any unattended motor vehicle. 3. Loss due to: <ol style="list-style-type: none"> a) misappropriation, deception or false accounting by: <ol style="list-style-type: none"> i. you or any trustee or director, or partner ii. any employee except as covered in the Dishonesty of Employee extension to this section b) clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit money. 4. Loss arising: <ol style="list-style-type: none"> a) outside the territorial limits b) from signed blank cheques. 5. Loss suffered as a result of a transaction as part of your activities. 6. Loss of: <ol style="list-style-type: none"> a) negotiable money in transit by post b) money in the custody of professional carriers other than non-negotiable money in transit by post c) money in any coin, banknote or token operated machine or money dispensing machine. 7. Damage to any coin, banknote or token operated machine or money dispensing machine. |

Special requirements for Money

You must comply with the following conditions. **We** will not pay any **claim** if these conditions have not been fully complied with:

- 1 RECORD KEEPING
to keep a complete record of all **money** in transit and on the **premises** and deposit such record in a secure place other than in a safe or strongroom containing the **money**.
- 2 SECURITY
under 2 a) above to keep any safe or strongroom locked and all keys to them must be removed from the **premises** unless the **premises** is occupied by an authorised **employee** in which case such keys shall be kept in a locked receptacle when left in an unattended room or on the person of the authorised **employee**.
- 3 CARRYING LIMITS
to ensure that whenever **money**, other than **non-negotiable money**, in transit exceeds:
 - a) £2,500 but not more than £5,000 at any one time, it must be accompanied by at least two adult persons
 - b) £5,000 but not more than £10,000 at any one time, it must be accompanied by at least three adult persons
 - c) £10,000 at any one time, it must be carried by a security company.
 This requirement applies regardless of the amount of cover under this section.
- 4 CREDIT AND DEBIT CARDS
to keep a copy of each completed credit or debit card sales voucher:
 - a) separate from its counterpart, and
 - b) in a secure place outside of **working hours**.

Extensions for Money

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>1 DISHONESTY OF EMPLOYEE</p> <p>We will pay any claim made by you for any loss of money as a result of misappropriation, deception, false accounting or any dishonest act by employee(s) provided this is discovered within 30 days of the occurrence.</p> <p>For the purposes of this extension, the definition of employee shall also include any former employee within 30 days of termination of their service with you.</p> <p>If this extension and the Fidelity Guarantee section are both operative under this policy, we will only pay for a claim made for loss of money under the extension or the section that provides the widest cover.</p> <p>The most we will pay is:</p> <p>a) £2,500 for any claim made in respect of any one employee b) £5,000 for all claims made in any one period of insurance.</p> <p>Any and all dishonest acts committed by an employee shall be considered as one occurrence or event where that employee is involved or implicated.</p> | <p>1. The amount of excess shown in the schedule.</p> <p>2. Loss resulting from misappropriation, deception, false accounting or a dishonest act:</p> <p>a) where the date of occurrence is prior to the original inception date of this policy</p> <p>b) which is committed by an employee(s) who is (are) normally resident outside of the territorial limits</p> <p>c) which cannot be proven to have been committed</p> <p>d) which is evidenced solely by an inventory or profit and loss computation</p> <p>e) where the employee(s) concerned was (were) known to have been involved in any previous dishonest or fraudulent act.</p> |
| <p>2 PERSONAL ACCIDENT (ASSAULT)</p> <p>If you, or any partner, director or employee, while working for you in connection with your activities, sustain(s) accidental bodily injury caused by external violent and visible means arising as a result of assault by persons with the intent of theft of property, or money, during the period of insurance which within 24 months is the sole cause of death or disablement, we will pay a benefit as shown below.</p> | <p>Accidental bodily injury:</p> <p>a) consisting solely of illness, disease or disorder</p> <p>b) to any person whose age is under 16 or more than 80 years at the time of the bodily injury</p> <p>c) sustained outside the territorial limits</p> <p>d) 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.</p> <p>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.</p> |

Benefits for Personal Accident (Assault)

Persons aged 16 to 80

| | | |
|---|--|---|
| 1 | Death | capital benefit shown in the schedule |
| 2 | Permanent total disablement, being either: a) total and permanent loss of use of one or more entire hands or feet) b) total and irrecoverable loss of sight in one or both eyes) c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing) d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation) |) capital benefit shown in the schedule |
| 3 | Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with your activities , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks | weekly benefit shown in the schedule |

Claims settlement for Personal Accident (Assault)

We will pay the amount of benefit as shown in this extension to **you** or at **your** request to the injured person or their legal personal representative

- a) Only one of benefits 1, 2 a), b), c) or d) will be payable for each injured person for any one accident or for the same period of disablement.
- b) In the event of a **claim** under benefit 2, this extension will cease to apply to the injured person.
- c) If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- d) Under benefit 3, **we** may make monthly payments on account.
- e) Under benefit 3, **we** will not make any payment during the deferment period stated on the schedule.
- f) **We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

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

Extensions for Money

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|---|---|
| 3 | <p>INCREASED LIMITS FOR FUND-RAISING EVENTS</p> <p>For the period from two days before until seven days after a fund-raising event during the period of insurance the sums insured stated in the schedule for the claim limits b) i. to v. in the Claims settlement for Money are increased by 100%.</p> | |
| 4 | <p>FRAUD AND IDENTITY THEFT</p> <p>We will indemnify you for:</p> <p>a) loss resulting from the fraudulent use of any credit or debit card provided by you solely for use in connection with your activities</p> <p>b) the reasonable and necessary costs incurred with our consent in protecting your interests following the fraudulent use of your identity or of your employees by a third party for the purposes of obtaining credit occurring during the period of insurance.</p> <p>The most we will pay in any one period of insurance for all claims:</p> <p>i. per card account under cover a) is £1,000</p> <p>ii. for identity theft under cover b) is £1,000.</p> | <p>1. Loss:</p> <p>a) due to the use of any credit or debit card where the terms under which it has been issued have not been fully complied with</p> <p>b) not reported to the police and the issuing authority within 24-hours of discovery</p> <p>c) covered by a bank or card issuer</p> <p>d) otherwise insured under any other policy or indemnity.</p> <p>2. Fraudulent use by you, your directors, partners or employees.</p> |

Claims settlement for Money

LIMITS

The most **we** will pay for any **claim** for:

- | | |
|---|---|
| a) non-negotiable money | £250,000 |
| b) money other than non-negotiable money : | |
| i. on the premises and secured in a locked safe or strongroom |) |
| ii. on the premises during working hours |) |
| iii. in transit by you or any authorised employee |) the money limit shown in the schedule |
| iv. in a bank night safe |) |
| v. at your home or that of an authorised employee | £2,500 |
| vi. in your official charity collecting tins or buckets | £250 for any claim and £500 for any one period of insurance |
| vii. in any other circumstance (including fund-raising events away from the premises) | £500 |
| c) damage to employees clothing and personal effects and personal money | for any one person: |
| | • for clothing and personal effects is £500 |
| | • for personal money is £100 |
| | • in total, is £500 |

Section 12 Goods in Transit

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>We will pay for:</p> <p>a) damage occurring during the period of insurance within the territorial limits and the Republic of Ireland to your property (including tarpaulin sheets, packing materials, ropes and chains carried on any road vehicle operated by you) in transit by:</p> <ol style="list-style-type: none"> i. any road vehicle operated by you ii. any road vehicle operated by road hauliers iii. parcel service or rail <p>in connection with your activities, including:</p> <ul style="list-style-type: none"> • the loading or unloading of the carrying vehicle • while temporarily housed on the carrying vehicle during transit • while on the carrying vehicle during a direct sea ferry transit between ports within the territorial limits and the Republic of Ireland. <p>b) damage to drivers' clothing and personal effects up to an amount of £500 per person following a valid claim under a) above</p> <p>c) costs and expenses necessarily and reasonably incurred in the removal of debris and site clearance for which you are responsible as a direct result of damage under a) above for which a valid claim is paid under this section.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Damage, unless specifically agreed by us in writing, to: <ol style="list-style-type: none"> a) furs, jewellery, watches, clocks, precious metals, precious stones or articles made from or containing any of them b) money, securities, bills of exchange, deeds, documents, data, patterns, models, or moulds c) bullion, non-ferrous metals, tobacco goods, wines or spirits d) dangerous goods as classified under The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 or any replacement or amending legislation e) computer equipment f) antiques or works of art. 3. Death or injury of living creatures. 4. Damage caused by or resulting from: <ol style="list-style-type: none"> a) wear and tear or gradual deterioration b) marring or scratching c) defective or insufficient packing d) deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle e) moth, vermin, insects, mildew, rust, contamination, electrical or mechanical derangement (unless caused by external means), inherent vice or nature of the property f) deterioration, depreciation, delay in transit, loss of market or other consequential loss g) riot, civil commotion or strikes h) theft from any unattended vehicle operated by you unless all doors, windows and other points of access have been closed and locked, any security devices have been correctly set to operate and all keys have been removed from the vehicle i) theft from any soft topped, soft sided, open topped or open sided vehicle or trailer operated by you j) the weather to property in transit by you while in the open unless the property is suitably protected k) dismantling, installing, erecting or testing. 5. Unexplained shortages. 6. Theft or attempted theft where you, any of your directors, partners or employees, or any family member is involved as principal or accessory. 7. Property more specifically covered elsewhere in this policy or by any other policy. |

Special requirement for Goods in Transit

You must comply with the following condition. **We** will not cover any **claim** if this condition has not been fully complied with unless **you** can show that the non-compliance could not have increased the risk of the loss or **damage** arising in the circumstances in which it arose:

1. OVERNIGHT SECURITY
for **damage** resulting from theft or attempted theft, to keep any unattended vehicle operated by **you** in a guarded security park, or in a securely locked building or locked yard, between the hours of 21:00 to 06:00.

Claims settlement for Goods in Transit

At **our** option, **we** will indemnify **you** for the **damaged** property by:

- making a cash payment
- paying for the repair
- paying for the cost of replacement if **damaged** beyond repair.

LIMITS

The most **we** will pay for any **claim** for goods in transit (including any debris removal costs) is the sum insured shown in the schedule at the date of the **damage**.

UNDERINSURANCE

If at the time of **damage** the sum insured is less than the full value of the property in transit, **we** will only pay the same proportion of the **damage** as the sum insured bears to the full value for the property in transit.

Section 13 Motor Policy Compensation

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>At your request, in the event of any driver authorised by you:</p> <ul style="list-style-type: none">• being involved in a motor accident irrespective of fault, or• having their motor vehicle damaged whilst parked, <p>and where no recovery can be made from any third party, occurring during the period of insurance when they are using their own motor vehicle in a voluntary capacity in respect of your activities, we will pay:</p> <ol style="list-style-type: none">a) the amount of any policy contribution paid or required to be paid under the private motor insurance policy by the policyholderb) a benefit for the loss or reduction of a policy no claim discount under the private motor insurance policy. | <p>Fire or windscreen claims.</p> |

SPECIAL NOTES (not forming part of this policy wording):

1. It is essential that, if a motor vehicle is being used for charitable activities, the motor insurer covering the motor vehicle should be informed of its use by the motor policyholder.
2. A 'policy contribution' is commonly known as an 'excess' and is the first amount of any claim for which you are responsible.

Claims settlement for Motor Policy Compensation

The authorised driver to provide **us** with:

- the name of the motor policyholder (if different), and
- the motor insurer's claim's reference, and
- a copy of the last motor renewal notice for a **claim** under b) above.

LIMITS

The most **we** will pay:

a) for any **claim** for:

- i. no claim discount
- ii. policy contribution

from any one authorised driver or their legal representative, or the motor policyholder is the sum insured shown in the schedule

b) for all **claims** for any one authorised driver or their legal representative, or the motor policyholder in any one **period of insurance** is £1,000.

Section 14 Property Damage

| WHAT IS COVERED | | WHAT IS NOT COVERED |
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| <p>We will pay for damage occurring during the period of insurance to:</p> <ul style="list-style-type: none"> buildings contents and stock while contained in the buildings <p>Where shown as covered in the schedule, caused by any of the following events or any optional event which is shown as operative in the schedule.</p> | | <ol style="list-style-type: none"> The events and extensions to this section do not cover the amount of excess shown in the schedule unless otherwise stated. Consequential loss of any kind. 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. Damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. Damage caused by or happening through confiscation or destruction or requisition by order of any government or any public authority. |
| EVENTS | | |
| 1 | Fire, subterranean fire, explosion, lightning or earthquake. | <ol style="list-style-type: none"> Fire damage to property occasioned by or happening through: <ol style="list-style-type: none"> its own spontaneous fermentation or heating its undergoing any process involving the application of heat riot or civil commotion. Explosion damage: <ol style="list-style-type: none"> consisting of the bursting of a boiler (other than a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus, belonging to you or under your control, in which internal pressure is due to steam only in respect of, and originating in, any vessel, machine 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, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service. |
| 2 | Smoke. | Damage by any gradually operating cause. |
| 3 | Aircraft or other aerial devices or articles dropped from them. | |
| 4 | <p>a) for buildings cover:</p> <p>Theft or attempted theft but the most we will pay for external metalwork forming part of the buildings is £25,000 for any claim.</p> | <ol style="list-style-type: none"> Damage: <ol style="list-style-type: none"> occurring while the buildings are unoccupied resulting from theft or attempted theft of external metalwork occurring when scaffolding is erected at the premises unless we have agreed in writing to provide cover arising from the deliberate erasure, loss, distortion or corruption of data. Breakage, chipping or scratching of fixed glass, sanitary fittings or signs forming part of the buildings. |
| | <p>b) for contents and stock cover:</p> <p>Theft or attempted theft:</p> <ol style="list-style-type: none"> involving entry to or exit from the buildings by forcible and violent means following assault, violence or threat of violence to you, your family, employees or members during working hours not involving entry to or exit from the buildings by forcible and violent means and the most we will pay is £5,000 in any one period of insurance. | <p>Damage:</p> <ol style="list-style-type: none"> where you, any of your directors, partners or employees, or any family member is involved as principal or accessory occurring while the buildings are unoccupied arising from the deliberate erasure, loss, distortion or corruption of data. |
| 5 | Impact by any road vehicle or train, or any goods falling from them, or animal. | |
| 6 | Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances. | Damage resulting from stoppage of work. |

Section 14 Property Damage

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|---|---|
| 7 | Malicious people or vandals. | <ol style="list-style-type: none"> Damage: <ol style="list-style-type: none"> occurring while the buildings are unoccupied caused by theft or attempted theft caused by fire or explosion to contents in unlocked outbuildings arising from the deliberate erasure, loss, distortion or corruption of data resulting from stoppage of work. Breakage, chipping or scratching of fixed glass, sanitary fittings or signs forming part of the buildings. |
| 8 | a) Storm | <ol style="list-style-type: none"> Damage by flood whether resulting from storm or otherwise. Damage <ol style="list-style-type: none"> caused by frost caused by subsidence, heave or landslip caused by storm while the buildings are unoccupied due solely to change in water table level to contents or stock in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor as covered by event 9 (escape of water) to fencing, gates or decking. |
| | b) Flood | <ol style="list-style-type: none"> Damage: <ol style="list-style-type: none"> caused by frost caused by subsidence, heave or landslip caused by flood while the buildings are unoccupied due solely to change in water table level to contents or stock in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor as covered by event 9 (escape of water) to fencing, gates or decking. £500 excess for damage to contents or stock in any cellar or basement used other than for storage purposes only. |
| 9 | Escape of water from any tank, apparatus, pipe or automatic sprinkler installation. (If the buildings are covered under this section we will also cover damage to internal fixed water tanks, apparatus or pipes by freezing or forcible and violent bursting). | <ol style="list-style-type: none"> Damage: <ol style="list-style-type: none"> occurring while the buildings are unoccupied to contents or stock in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor. £500 excess for damage to property in any cellar or basement used other than for storage purposes only. |
| 10 | Escape of fuel oil from any fixed oil-fired heating installation. | Damage occurring while the buildings are unoccupied . |
| 11 | Accidental damage caused by falling television and radio receiving aerials, aerial fittings and masts, satellite dishes, wind turbines, solar panels, photovoltaic panels and security equipment attached to the buildings . | Damage: <ol style="list-style-type: none"> which is specifically insured by any other insured event to the television and radio receiving aerials, aerial fittings and masts, satellite dishes, wind turbines, solar panels, photovoltaic panels and security equipment itself. |
| 12 | Accidental damage caused by falling trees, branches, telegraph poles, lamp posts or pylons. | Damage which is specifically insured by any other insurable event. |

Section 14 Property Damage

| WHAT IS COVERED | WHAT IS NOT COVERED |
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| <p>13 Accidental damage. (Only covered if the current schedule shows 'Accidental Damage')</p> | <ol style="list-style-type: none"> 1. The cost of maintenance and normal redecoration. 2. Damage: <ol style="list-style-type: none"> a) which is specifically included or excluded elsewhere under this section or by endorsement b) occurring while the buildings are unoccupied c) to wind turbines, solar panels and photovoltaic panels. 3. Breakage, chipping or scratching of: <ol style="list-style-type: none"> a) fixed glass, sanitary fittings or signs forming part of the buildings b) glass in furniture, showcases, shelves, tops and mirrors. 4. Damage caused by or consisting of: <ol style="list-style-type: none"> a) inherent vice or latent defect, depreciation, gradually operating causes, wear and tear, faulty or defective design, materials or workmanship. But this does not apply to subsequent damage which itself results from a cause not otherwise excluded. b) the deliberate erasure, loss, distortion or corruption of data c) fungus, mildew or rot d) disappearance, unexplained or inventory shortage, misfiling or misplacing of information e) acts of fraud or dishonesty. 5. Damage caused by: <ol style="list-style-type: none"> a) action of light, atmospheric or climatic conditions or frost b) moths, vermin, insects, parasites or woodworm, but this does not apply to subsequent damage which itself results from a cause not otherwise excluded c) domestic pets d) subsidence, heave, landslip or settlement e) movement, shrinkage, expansion or its own collapse or cracking f) demolition, structural alteration or structural repair of the building g) any process of cleaning, dyeing, altering, repairing, renovating or restoring h) a rise or fall in temperature i) any heating process or any process involving the application of heat. 6. Damage consisting of: <ol style="list-style-type: none"> a) marring or scratching b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates. |
| <p>14 Subsidence, heave or landslip of the site on which the buildings stand. (Only covered if the current schedule shows 'Subsidence')</p> | <ol style="list-style-type: none"> 1. Damage that originated prior to the inception of this cover. 2. Damage caused by or resulting from: <ol style="list-style-type: none"> a) coastal or riverbank erosion b) the compaction of infill within 10 years of construction of the buildings c) settlement d) normal shrinkage or expansion e) faulty workmanship or design or the use of defective materials f) demolition, structural alteration or structural repair of any property at the premises g) ground works or excavation at the premises h) fire, subterranean fire, explosion or earthquake i) the escape of water from any tank, apparatus, pipe or automatic sprinkler installation. 3. Damage due solely to change in the water table level. 4. Damage to drives, car parks, paths, paved or hard-standing areas, swimming pools, walls, gates, fences, tanks, drains, pipes, cables, ducting, fittings, plant, equipment or any other immovable external structures at the premises, unless the main buildings at the premises are damaged by the same cause at the same time. 5. Damage to artificial playing surfaces. 6. Damage to contents or stock caused by subsidence or heave. |

Special requirements for Property Damage

You must comply with the following conditions. **We** will not cover any **claim** if these conditions have not been fully complied with unless **you** can show that the non-compliance could not have increased the risk of the loss or **damage** arising in the circumstances in which it arose:

1 MINIMUM STANDARD OF PHYSICAL SECURITY

for **damage** by theft or attempted theft from the **buildings**, or the portion of the **buildings**, occupied by **you** for **your activities** ensure that the following minimum standard of physical security for the **buildings** is present throughout the **period of insurance**:

- a) external single leaf doors (including wicket gates), are fitted with:
 - i. 5 lever mortise deadlock with the appropriate metal box striking plate, or
 - ii. a lock approved to BS3621 with the appropriate metal box striking plate, or
 - iii. a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple if sited externally, or if the coach-bolted locking bar is sited internally then an open shackle padlock with a hardened steel shackle, or
 - iv. a multi-point locking system with at least 2 locking points in addition to a horizontal deadbolt or hook bolt for UPVC doors, or
 - v. a cylinder mortise deadlock for aluminium doors, or
 - vi. manufacturer's lock(s) as supplied for armoured plate doors, or
 - vii. top and bottom key operated mortise rack bolts with internal operation only in addition to another lock which may or may not satisfy any of the above
- b) external double doors (specification as for single doors but to be rebated on each meeting edge) are fitted with a lock to the standard in a) above and with internal flush bolts or mortised rack bolts fitted top and bottom on the first closing leaf
- c) any internal final entrance/exit or other doors leading to parts of the **buildings** not in **your** sole occupation meet the standard in a) or b) above
- d) all outward opening external doors are fitted with hinge bolts top and bottom on each leaf
- e) sliding/patio doors are fitted with a multi-point locking system with at least 2 locking points or key operated locks fitted top and bottom in addition to a hook bolt(s)
- f) roller shutters are fitted with integral locking bar and 5 lever or 6 pinned hardened steel close shackle padlock or by two integral locks to each shutter
- g) folding or concertina doors are fitted with a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple
- h) opening windows (each dimension measuring more than 23 centimetres) that are easily accessible from the outside (less than two metres from the ground or above a roof, or adjacent to a fire escape, stairway or walkway) are fitted with key operated security devices or are permanently screwed shut.

This requirement does not apply to fire exit doors except where such security devices are allowed by the fire authorities.

2 USE OF SECURITY DEVICES

for **damage** by theft or attempted theft from the **buildings**, ensure that all locks, bolts and other protective devices for securing the **buildings** are put into full and effective operation and to have all keys removed from the locks and kept in a secure place, whenever the **buildings** are left unattended.

3 COOKING EQUIPMENT

for **damage** by fire or smoke, ensure that any fixed cooking equipment (including but not restricted to fixed deep frying equipment) designed to utilise fixed ducting extraction by the manufacturer, or where such extraction is required by any authority:

- a) be securely fixed and isolated from combustible materials
- b) have all grease traps and filters cleaned at least once every month
- c) have all flues and extraction ducts cleaned at least annually
- d) have thermostatic temperature control or cut-out devices fitted and maintained in efficient working order.

Furthermore, fire extinguishing appliances suitable for extinguishing oil or fat fires must be permanently kept in the cooking area and be maintained in accordance with manufacturers' instructions.

4 WASTE MATERIALS

for **damage** by fire, explosion or smoke, ensure that, where **you** operate any recycling, woodworking or engineering workshops at the **premises**, any:

- a) combustible waste materials are removed at the end of each working day and placed in metal containers
- b) oily or greasy wipes or rags are placed in closed metal containers when not in use.

5 FIRE EXTINGUISHING APPLIANCES

for **damage** by fire, explosion or smoke, where **you** are required to provide fire extinguishing appliances to comply with the Regulatory Reform (Fire Safety) Order 2005 (applicable in England and Wales), or the Fire Scotland Act (2005) and/or any similar or replacement legislation, **you** must have all such appliances inspected and maintained under an annual service contract with a specialist contractor or otherwise competent person.

6 REFRIGERATION UNITS MAINTENANCE CONTRACT

ensure that any refrigeration unit over 10 years old is kept under an annual (or more regular) maintenance contract with the manufacturer or independent refrigeration engineers.

Extensions Property Damage

| WHAT IS COVERED | | WHAT IS NOT COVERED |
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| 1 | <p>SALE OF THE BUILDING</p> <p>If buildings are covered and you contract to sell the buildings, the purchaser who completes the sale shall have the benefit of the cover by this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.</p> | <p>Damage if the purchaser:</p> <ol style="list-style-type: none"> insures the buildings or they are otherwise insured on the purchaser's behalf does not comply with the terms of this policy. |
| 2 | <p>FEES</p> <p>If buildings are covered we will pay for architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred with our consent in the reinstatement or repair of the buildings following damage by any operative event under this section.</p> | <p>Fees for the preparation of any claim.</p> |
| 3 | <p>DEBRIS REMOVAL</p> <p>We will pay for costs necessarily and reasonably incurred with our consent in:</p> <ol style="list-style-type: none"> removing debris dismantling or demolishing the buildings shoring-up or propping-up the buildings <p>following damage by any operative event under this section.</p> <p>We will also pay for costs necessarily and reasonably incurred with our consent in removing fallen trees within the premises, provided that:</p> <ol style="list-style-type: none"> the trees are damaged by an operative event under this section the buildings are damaged at the same time by the same event. <p>The most we will pay for removing fallen trees is £2,500 for any claim.</p> | <ol style="list-style-type: none"> Cost of removing debris other than from the site on which the damage occurred and the area immediately adjacent to it. Costs arising from pollution or contamination of property not insured by this section. |
| 4 | <p>STATUTORY REGULATION AND PUBLIC AUTHORITIES</p> <p>If buildings are covered we will pay for the additional costs incurred with our consent in the reinstatement or repair of the buildings (including such costs for undamaged parts of any damaged buildings) solely because of the need to comply with statutory regulations or public authority bye-laws, provided that:</p> <ol style="list-style-type: none"> reinstatement is not unreasonably delayed and is completed within 12 months from the date of the damage unless we agree otherwise in writing if any claim amount under the section is reduced by the application of any of the terms and conditions of this section, or this policy, then our liability under this extension will be reduced in the same proportion. <p>The most we will pay is:</p> <ul style="list-style-type: none"> 15% of the buildings sum insured where the buildings sum insured applies to more than one premises, 15% of our liability for the damage at the affected premises had the property been totally destroyed. | <ol style="list-style-type: none"> The additional costs for damage: <ol style="list-style-type: none"> occurring before cover under this extension was effective not insured by this policy. The additional costs relating to: <ol style="list-style-type: none"> any notice of compliance served on you before the damage an existing agreement requiring implementation within a given period any buildings that have not been damaged any charge or assessment arising out of capital appreciation. |
| 5 | <p>UNDERGROUND SERVICES</p> <p>If buildings are covered we will pay for accidental damage for which you are responsible to:</p> <ol style="list-style-type: none"> inspection covers or underground tanks underground pipes (including waste drainage pipes) or cables extending to the public mains <p>at the premises.</p> <p>The most we will pay is £10,000 for any claim.</p> <p>If event 13 (accidental damage) is operative this extension becomes inoperative.</p> | <p>The exclusions under the accidental damage event also apply to this extension, other than where expressly varied.</p> |

Extensions Property Damage

| WHAT IS COVERED | WHAT IS NOT COVERED |
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| <p>6 CAPITAL ADDITIONS</p> <p>We will cover damage by any operative event under this section to:</p> <ol style="list-style-type: none"> alterations, additions and improvements to the buildings or contents within the buildings newly acquired contents within the buildings newly acquired buildings, so far as they are not otherwise insured, anywhere in the territorial limits <p>during the period of insurance, provided that you:</p> <ol style="list-style-type: none"> undertake to give details of such alterations, additions, improvements and acquisitions within 90 days from the date you become responsible for such property increase or adjust the sum(s) insured for buildings or contents to reflect these additions, or effect specific insurance under this section, from the date that our liability commenced and pay any additional premium due. <p>The most we will pay for any claim is 10% of the sum insured for buildings or contents at the premises where damage occurs or £250,000 in total, whichever is less.</p> | <ol style="list-style-type: none"> £250 excess. Any appreciation in value. |
| <p>7 DAMAGE CAUSED BY THE EMERGENCY SERVICES</p> <p>We will pay for damage caused by the emergency services at any part of the premises or to buildings, contents or stock insured under this section for which you are responsible.</p> <p>The most we will pay is £10,000 for any claim.</p> | <p>Damage caused by police raids.</p> |
| <p>8 CLEARING OF DRAINS</p> <p>If buildings are covered we will pay for the reasonable costs incurred by you for clearing or repairing drains, gutters, sewers and the like for which you are responsible, following damage by an operative event under this section.</p> <p>The most we will pay is £25,000 for any claim.</p> | |
| <p>9 NON-INVALIDATION</p> <p>Cover under this section shall not be invalidated by any act or omission or any alteration whereby the risk of damage is increased unknown to you or beyond your control, provided that on becoming aware of this you give notice to us as soon as is reasonably possible and pay any additional premium if required.</p> | |
| <p>10 BEQUEATHED PROPERTY</p> <p>We will pay for damage to property bequeathed to you and located anywhere in the territorial limits caused by any operative event under this section during the period of insurance.</p> <p>Cover operates from the date your interest commences provided that you:</p> <ol style="list-style-type: none"> undertake to give details of such bequests and effect specific insurance within 90 days from the date your interest commences pay any additional premium due from the date your interest commenced. <p>The most we will pay for:</p> <ol style="list-style-type: none"> buildings is 10% of the buildings sum insured or £250,000 (whichever is less) for any claim contents is £2,500 for any one item and £25,000 for any claim. | <ol style="list-style-type: none"> £250 excess. Property insured under any other policy. Damage specifically excluded by any event under this section. Motor vehicles that are or can be licensed for road use and their accessories. Trailers, caravans, watercraft or aircraft and their accessories. Money or securities of any kind. Documents of any kind that retain any negotiable or non-negotiable value. Property that has not been specifically insured by you after 90 days of the legal title passing to you. |

Extensions Property Damage

| WHAT IS COVERED | | WHAT IS NOT COVERED |
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| 11 | <p>TRACE AND ACCESS</p> <p>We will pay costs necessarily and reasonably incurred by you and for which you are legally responsible in:</p> <ol style="list-style-type: none"> locating the source of damage caused to the buildings in consequence of the escape of water, fuel oil or gas from any tank, apparatus or pipe making good the subsequent damage due to locating such source. <p>The most we will pay is £25,000 for any claim.</p> | |
| 12 | <p>ADDITIONAL INTERESTS</p> <p>The interest of any third party in any buildings or contents insured by this section is automatically noted provided that:</p> <ol style="list-style-type: none"> the interest is required to be included on this policy by you under the terms of a mortgage or property lease the cover for the additional interest is no more extensive than the current cover provided to you under this policy at the time the interest commences you advise full details to us in writing as soon as reasonably practicable. | |
| 13 | <p>EXTINGUISHER AND ALARM RE-SETTING EXPENSES</p> <p>We will pay the reasonable costs incurred by you in:</p> <ol style="list-style-type: none"> refilling fire extinguishing appliances replacing sprinkler heads resetting fire or intruder alarm systems <p>following their activation at the premises and caused by any operative event under this section.</p> <p>The most we will pay is £5,000 for any claim.</p> | |
| 14 | <p>TENANTS SUBROGATION WAIVER</p> <p>Following damage to any building insured by this section, we agree to waive any rights, remedies or relief to which we might become entitled by subrogation against any tenant in respect of damage to the building provided that:</p> <ol style="list-style-type: none"> the damage did not result from a criminal, fraudulent or malicious act of the tenant, and the tenant contributes to the cost of insuring the buildings against the event which causes the damage. | |

Extensions Property Damage

| WHAT IS COVERED | WHAT IS NOT COVERED |
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| <p>15 GLASS AND SANITARY FITTINGS</p> <p>Cover under this section includes damage by an operative event to:</p> <ul style="list-style-type: none"> a) fixed glass, sanitary fittings, lamps or signs forming part of the buildings b) glass in furniture, showcases, shelves, tops and mirrors, if the contents are covered <p>provided that:</p> <ul style="list-style-type: none"> i. you own or are responsible for such property, or ii. you are responsible for such property under the terms of a lease. <p>We will also pay for:</p> <ul style="list-style-type: none"> c) damage to contents or stock, where such property is covered by this section, d) the cost of necessary: <ul style="list-style-type: none"> i. boarding up pending replacement of ii. repair of frames or framework for iii. replacement of lettering or ornamentation on fixed glass, forming part of the buildings, following its damage <p>for which a valid claim is payable under this section.</p> <p>Any amount we pay forms as part of, not in addition to, the appropriate sum insured limit for buildings or contents as shown in the schedule.</p> | <p>Damage:</p> <ul style="list-style-type: none"> a) caused by repairs or alterations to the buildings b) while the buildings are unoccupied c) to property which was in any way defective at the time cover was effected d) consisting of chipping or scratching of glass e) to glass while not fixed f) to glass forming part of stock g) to bulbs or tubes in lamps or signs when there is no other damage to the lamp or sign h) to fixed glass, sanitary fittings or signs, forming part of the buildings, for which a tenant is responsible under the terms of a lease i) which is insured elsewhere in this or any other policy. |
| <p>16 THEFT DAMAGE TO BUILDINGS</p> <p>If this section only covers damage to contents, we will pay to repair damage to the buildings occurring during the period of insurance and arising out of theft or attempted theft involving forcible and violent means to enter or leave the buildings provided you are legally responsible for making good such damage.</p> <p>The most we will pay is £25,000 for any claim.</p> | <ul style="list-style-type: none"> 1. Damage: <ul style="list-style-type: none"> a) occurring while the buildings are unoccupied b) caused by fire or explosion c) which is insured elsewhere in this policy. 2. Loss by theft, or attempted theft, of any part of the buildings. |
| <p>17 LOSS OR THEFT OF KEYS</p> <p>If contents are covered we will pay for the:</p> <ul style="list-style-type: none"> a) cost of replacement locks and keys if the keys to the buildings, safes or strongrooms are lost or stolen during the period of insurance b) reasonable costs incurred in gaining access to the buildings following loss or theft of keys. <p>The most we will pay is £5,000 for all claims in any one period of insurance.</p> | <p>£25 excess.</p> |

Extensions Property Damage

| WHAT IS COVERED | WHAT IS NOT COVERED |
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| <p>18 PROPERTY OF EMPLOYEES, MEMBERS AND VISITORS</p> <p>If contents are covered we will pay for damage caused by any operative event under this section to clothing, personal money and other personal effects belonging to:</p> <ol style="list-style-type: none"> visitors while in the buildings and for which you have accepted responsibility directors, partners, employees and members while in any building or in transit in the territorial limits in connection with your activities. <p>If the Money section and the Clothing and Personal Effects extension under the Personal Accident section are also operative, we will only pay for loss of clothing, personal money and personal effects arising from the same cause under the extension or the section that provides the widest cover.</p> | <ol style="list-style-type: none"> Property: <ol style="list-style-type: none"> covered elsewhere in this section or in this policy otherwise insured. Damage to: <ol style="list-style-type: none"> credit or debit cards bicycles property in the open camping, sports or leisure equipment of any kind or loss of data property more specifically insured. Damage by theft of: <ol style="list-style-type: none"> portable computer equipment from any unattended motor vehicle any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> the property is hidden from view in a closed glove, storage or luggage compartment or boot, and all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. |
| <p>19 SEASONAL STOCK INCREASE</p> <p>The sum insured on stock is automatically increased by £5,000 for the duration of any exhibition, festival or fund-raising event.</p> | |
| <p>20 PROPERTY IN THE OPEN</p> <p>If contents are covered by this section, we will pay for damage caused by any operative event:</p> <ol style="list-style-type: none"> to movable contents, garden ornaments and garden furniture in the open at the premises to your notice boards, nameplates and signs outside the buildings up to and including the boundary of the premises, but only when buildings are not covered by this section. <p>The most we will pay under covers a) and b) is £10,000 for all claims in any one period of insurance.</p> <p>For the purpose of this extension only, any operative event for theft or attempted theft includes theft or attempted theft not involving forcible and violent entry.</p> | <ol style="list-style-type: none"> Damage by: <ol style="list-style-type: none"> theft or attempted theft to movable contents other than garden furniture or garden ornaments storm or food to property not designed to be kept in the open storm to any inflatable structure except as covered by event 12 (falling trees, branches, telegraph poles, lamp posts or pylons). Damage to: <ol style="list-style-type: none"> signs covered under the Glass and Sanitary Fittings extension to this section property more specifically insured. |
| <p>21 LOSS OF WATER OR GAS</p> <p>If contents are covered we will pay for the loss of:</p> <ol style="list-style-type: none"> water or gas for which you are responsible, from your metered water system, or gas heating system, at the premises following damage caused by an operative event under this section of this policy your liquid petroleum gas following accidental discharge from the storage container at the premises during the period of insurance. <p>The most we will pay is £5,000 for any claim.</p> | <p>Loss occurring while the buildings are unoccupied.</p> |
| <p>22 DISCHARGE OF OIL</p> <p>If contents are covered we will pay for the cost, necessarily incurred by you with our consent, of decontaminating the grounds of the premises following accidental discharge of oil from any oil fired heating installation or storage tank, not otherwise excluded by this policy, at the premises.</p> <p>The most we will pay is £5,000 for any claim.</p> | <p>Costs otherwise insured.</p> |

Extensions Property Damage

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>23 DETERIORATION OF REFRIGERATED STOCK</p> <p>If contents are covered we will pay for:</p> <p>a) damage to the contents of chill or deep freeze food units used in connection with your activities at the premises as a result of:</p> <ol style="list-style-type: none"> failure of the unit failure of the electricity or gas supply contamination from escape of refrigerant or refrigerant fumes <p>b) necessary and reasonable costs incurred by you in hiring temporary alternative freezing space.</p> <p>The most we will pay is:</p> <ul style="list-style-type: none"> - £2,500 for any claim for any one unit - £5,000 for all claims in any one period of insurance. | <ol style="list-style-type: none"> Damage to contents: <ol style="list-style-type: none"> resulting from any deliberate act or wilful neglect by you or any employee caused by your failure to pay for the electricity or gas supply caused by the deliberate withholding or restricting of supplies of any public utility supplier. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |
| <p>24 AERIALS AND SATELLITE DISHES</p> <p>If this section only covers damage to contents, we will pay for damage occurring during the period of insurance to any radio or television aerials or satellite dishes (including any of their fittings or masts) attached to the buildings provided they are owned by you, or you are responsible for them.</p> | |
| <p>25 PROPERTY AWAY FROM THE PREMISES AND HOMEWORKING</p> <p>If contents are covered we will pay for damage caused by any operative event under this section to:</p> <ul style="list-style-type: none"> • contents: <ol style="list-style-type: none"> temporarily removed from the buildings to any premises: <ul style="list-style-type: none"> - for cleaning, renovation or repair, or - whilst in the custody or control of an authorised director, partner, employee or member in connection with your activities including homeworking at any bank or safe deposit premises and in transit to or from any such premises • documents while in the post occurring in the territorial limits. <p>The most we will pay is £2,500 any one item and £5,000 for any claim.</p> | <ol style="list-style-type: none"> Property: <ol style="list-style-type: none"> covered elsewhere in this section or in this policy otherwise insured. Clothing and personal effects. Camping, sports or leisure equipment of any kind. Damage by theft of: <ol style="list-style-type: none"> portable computer equipment from any unattended motor vehicle any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> the property is hidden from view in a closed glove, storage or luggage compartment or boot, and all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. Damage in transit to, from or whilst at any exhibition. |
| <p>26 EXHIBITION, OUTSIDE CATERING AND FUND-RAISING</p> <p>If contents are covered we will pay for damage caused by any operative event under this section to:</p> <ul style="list-style-type: none"> • property covered by this section in any building away from the premises at exhibitions, events or where you are providing catering • donated goods and prizes at exhibitions and events, or within the home of any director, partner, authorised employee or member in connection with your activities, or while in transit to and from such buildings within the territorial limits. <p>The most we will pay is £2,500 any one item and £5,000 for any claim.</p> | <ol style="list-style-type: none"> Damage to: <ol style="list-style-type: none"> money, credit or debit cards property more specifically insured. Damage by theft of: <ol style="list-style-type: none"> portable computer equipment from any unattended motor vehicle any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> the property is hidden from view in a closed glove, storage or luggage compartment or boot, and all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. Damage by malicious persons or by theft or attempted theft from any unattended building unless all windows are securely closed and all external doors locked. |
| <p>27 BEES AND WASPS NESTS</p> <p>We will pay for costs incurred by you with our consent in removing bees, wasps or hornets nests from the buildings, provided that any nests are first discovered during the period of insurance.</p> <p>The most we will pay is £500 for any one claim.</p> | |

Extensions for Property Damage

28 MINOR CONTRACT WORKS

Definitions specific to this extension:

| | |
|-------------------------|--|
| all risks | means all of the insurable events under this section of the policy inclusive of accidental damage |
| contractor(s) | shall have the meaning attached to them in the insured contract |
| contract works | means the permanent works and the temporary works executed in performance of the insured contract including all unfixed materials and goods delivered to, placed on or adjacent to the permanent or temporary works and intended for incorporation in them in performance of the contract at the premises The definition of contract works does not include: tools, contractors plant and equipment, site huts and other temporary accommodation and their contents |
| insured contract | means any JCT minor, standard or intermediate building contract in which you are the employer and are required to take out a joint names policy, or any similar contract with our written agreement Provided that: a) the value of the contract does not exceed £25,000 b) where one project at the premises comprises a series of separate contracts a limit of £25,000 applies in the aggregate to all the contracts involved |
| specified perils | means fire, lightning, explosion, storm, tempest, flood, escape of water from any water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped from them, riot, civil commotion and earthquake |

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>a) We will include any contract works in respect of repairs, alterations and extensions to existing building structures for specified perils or all risks as required by the insured contract. Provided that the buildings are insured under this section against all of the specified perils.</p> <p>b) For the purposes of this extension the insurance is considered to be in the joint names of you and the contractor but only in so far as this is required under the terms of the insured contract for:</p> <ol style="list-style-type: none"> i. the existing structures and any contents for which you are responsible ii. the contract works. <p>c) Cover extends to include materials or goods designated to be included in the contract works whilst temporarily held in store away from the contract site but not while they are being worked upon. The most we will pay under cover c) is £7,500 for any claim for any one storage site.</p> | <ol style="list-style-type: none"> 1. Damage directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any operation undertaken as part of the contract works that requires the use of: <ol style="list-style-type: none"> a) open flames, b) grinding, cutting or welding equipment, c) the local application of heat, d) equipment that generates sparks or e) any vessels for the heating of tar bitumen or bituminous compounds or similar unless otherwise agreed by us in writing. 2. Damage to: <ol style="list-style-type: none"> a) deeds, bonds, bills of exchange, promissory notes, cash bank notes, cheques, securities for money or stamps b) any craft designed to travel in, on or through water, air or space c) any property (including that being altered or repaired) which already existed at the time of the commencement of the insured contract other than unfixed materials and goods intended for incorporation within the insured contract d) the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the insured or which has been completed and handed over to or taken into use with the permission of the insured for a purpose other than for the performance of the insured contract. 3. Penalties under the insured contract for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension. |

SPECIAL NOTE (not forming part of this policy wording):

1. We do not cover the use of any hot works or the heating of tar bitumen, unless you have agreed this with us and we have confirmed in writing. It is essential that you have a hot work procedure in place, which includes the issuing of hot work 'permits to work' where appropriate.
2. If you have decided not to include the Terrorism section under this policy then the full insurance requirements of the building contract may not be met. We may be able to extend your insurance to include Terrorism or you can ask your architect to reduce the requirements of the building contract with the agreement of all parties.
3. Please remember that if your policy is not renewed with us there will be no cover for the building works if they should continue beyond the period of cover.

Claims settlement for Property Damage

We can choose to settle a **claim** for **damage** by either:

- a) paying for the full cost of repairing, or
- b) by making a cash payment, or
- c) replacing the property insured, or
- d) paying for the cost of rebuilding the **buildings** if **damaged** beyond repair.

REINSTATEMENT

Unless otherwise stated, the **claim** settlement will be calculated on the basis of **reinstatement** provided that:

- a) in the event of the repair of partial **damage**, **we** will not pay more than the amount **we** would have paid if the whole of the property had been destroyed
- b) this **reinstatement** basis of settlement will not apply:
 - i. unless **reinstatement** begins and proceeds without delay
 - ii. until the cost of **reinstatement** has been incurred
 - iii. if at the time of **damage** the property is insured under any other policy that is not on the same basis of **reinstatement**
 - iv. to artificial playing surfaces over 5 years old
 - v. to any type of clothing or linen.

If the **reinstatement** basis of settlement does not apply, then settlement will be based on the rebuilding, replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**.

We will 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.

COMPUTERS

Following **damage** to **computer equipment** **we** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

- a) installation of software that can be completed by **you** following manufacturer's standard instructions
- b) any non-proprietary software.

DATA OR DOCUMENTS

We will pay the value of the physical materials together with the clerical labour costs or computer time needed to reproduce the **data** or **documents**.

We will not pay for the:

- a) costs of finding any information needed for the reproduction of **data** or **documents**
- b) value to **you** of the **data** or the information in **documents**.

STOCK

- a) Settlement for **stock** (other than donated **stock**) will be based upon the wholesale market value at the date of **damage**.
- b) Settlement for donated **stock** will be based upon the second-hand market value at the date of **damage**.
- c) No **claim** payment will be made under this section for donated **stock** if a **claim** payment is also made under the Business Interruption section following **damage** to donated **stock** by any operative event under this section.

UNDERINSURANCE

- a) When **reinstatement** applies: if at the time of **reinstatement** the sum representing 85% of the cost of **reinstatement** of the whole of the property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any **damage**, the amount **we** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of **reinstatement** of the whole of the property at the time of **reinstatement**.
- b) When **reinstatement** does not apply: if at the time of the **damage**, the sum insured (adjusted for index-linking) by any item is less than the total cost of replacing, repairing or re-building the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**, then the amount **we** will pay will be reduced in the same proportion that the sum insured (adjusted for index-linking) bears to its total cost of replacement, repair or rebuilding.

Continued...

Claims settlement for Property Damage

Continued

LIMITS

The most **we** will pay in respect of any **claim** for:

- a) antiques, pictures, works of art, manuscripts, books or other property retaining any antiquity or special value, unless otherwise agreed by **us** in writing is £5,000 for any one item
- b) jewellery, precious stones or precious metals, bullion, furs or curiosities is £1,000 for any one item
- c) **data** is 5% of the **contents** sum insured
- d) fuel oil from any fixed oil-fired heating installation following **damage** by events 4 Theft or attempted theft, 7 Malicious people or vandals and 13 Accidental **damage** (if operative) is £5,000.

The most **we** will pay in any one **period of insurance**:

- i. is the sum insured for each item stated within a 'Division of Sum Insured' (if applicable)
- ii. is the total sum insured for all items

shown in the schedule, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The most **we** will pay in any one **period of insurance** for **damage** to any:

- wind turbine less than 10kw, or
 - solar or photovoltaic panels less than 50kw
- is £20,000.

The sum(s) insured will be adjusted for any index-linking increases up to the completion of **reinstatement** where applicable.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above other than in respect of the extensions for Capital Additions, Bequeathed Property, Seasonal Stock Increase and Minor Contract Works.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The **buildings** or **contents** sum(s) insured shown in the schedule will be reinstated by the amount of any **claim we** pay, unless **we** or **you** give notice to the contrary within 30 days of notification of the **claim to us** and provided that, if **we** so require, **you** will:

- a) pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
- b) take immediate steps to carry out any **damage** prevention measures that **we** may specify.

MATCHING ITEMS

- a) Carpets or floor coverings
We will pay for **damage** to the carpet or floor covering in a room or clearly identifiable area where the **damage** occurred, but **we** will not pay to replace any other matching carpet or other floor covering that has not been **damaged** in another room or clearly identifiable area.
- b) Pairs, sets, suites or matching items
We will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that has not been **damaged**, or may lose value, just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 15 Business Interruption

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>OPTION A – LOSS OF INCOME</p> <p>We will pay for loss of income and increased cost of working during the indemnity period resulting from your activities at the premises being interrupted or interfered with as a consequence of damage to property used by you at the premises occurring during the period of insurance, due to:</p> <ol style="list-style-type: none"> 1. an insured event under the Property Damage section 2. breakage insured under the Glass and Sanitary Fittings extension provided that liability for the damage is admitted under a policy of insurance covering your interest in the property (this proviso does not apply where no payment is made solely due to the operation of an excess). <p>The amount payable will be, for:</p> <ol style="list-style-type: none"> a) income – the amount by which the income during the indemnity period falls short of the income during the 12 month period immediately before the date of the damage appropriately adjusted where the maximum indemnity period exceeds 12 months. (This amount may be adjusted to take into account any trends or other factors affecting your activities, such as seasonal variation, so that the figures represent as closely as possible, the income that would have been achieved if the damage had not occurred). b) increased cost of working – the amount of increased cost of working during the indemnity period but not exceeding the amount that would otherwise have been payable for loss of income. <p>In calculating the amount payable, we will take into account any:</p> <ol style="list-style-type: none"> i. savings during the indemnity period of expenses payable out of income that cease or are reduced because of the damage ii. income earned by you, or by others on your behalf, during the indemnity period from conducting your activities elsewhere than at the premises. | <p>Loss:</p> <ol style="list-style-type: none"> a) for any period after the organisation is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued b) due to unnecessary delay on your part in repairing or replacing the property. |
| <p>OPTION B – INCREASED COST OF WORKING</p> <p>We will pay the amount of increased cost of working during the indemnity period resulting from your activities at the premises being interrupted or interfered with as a consequence of damage to property used by you at the premises occurring during the period of insurance due to:</p> <ol style="list-style-type: none"> 1. an insured event under the Property Damage section 2. breakage insured under the Glass and Sanitary Fittings extension provided that liability for the damage is admitted under a policy of insurance covering your interest in the property (this proviso does not apply where no payment is made solely due to the operation of an excess). | <p>Increased cost of working:</p> <ol style="list-style-type: none"> a) for any period after the organisation is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued b) due to unnecessary delay on your part in repairing or replacing the property. |

Section 15 Business Interruption

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>OPTION C – RENTAL INCOME</p> <p>We will pay for loss of rental income and increased cost of working during the indemnity period resulting from your activities at the premises being interrupted or interfered with as a consequence of damage to property used by you at the premises occurring during the period of insurance due to an insured event under the Property Damage section, provided that liability for the damage is admitted under a policy of insurance covering your interest in the property (this proviso does not apply where no payment is made solely due to the operation of an excess).</p> <p>The amount payable will be, for:</p> <p>a) rental income – the amount by which the rental income during the indemnity period falls short of the rental income which would have been received during the 12 month period immediately before the date of the damage appropriately adjusted where the maximum indemnity period exceeds 12 months.</p> <p>(This amount may be adjusted to take into account any trends or other factors affecting your activities, such as seasonal variation, so that the figures represent as closely as possible, the rental income that would have been achieved if the damage had not occurred).</p> <p>b) increased cost of working – the amount of increased cost of working during the indemnity period but not exceeding the amount that would otherwise have been payable for loss of rental income.</p> <p>In calculating the amount payable, we will take into account any:</p> <ol style="list-style-type: none"> savings during the indemnity period of expenses payable out of rental income that cease or are reduced because of the damage rental income earned by you, or by others on your behalf, during the indemnity period from conducting your activities elsewhere than at the premises. | <p>Loss:</p> <ol style="list-style-type: none"> for any period after the organisation is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued due to unnecessary delay on your part in repairing or replacing the property. |
| <p>OPTION D – ADDITIONAL INCREASED COST OF WORKING</p> <p>We will pay the amount of increased cost of working during the indemnity period in excess of any amount payable under sub-paragraph b) of each cover option for:</p> <ul style="list-style-type: none"> Loss of Income, or Rental Income, or Gross Profit <p>provided that the cover option is shown as operative in the schedule.</p> | <p>Loss:</p> <ol style="list-style-type: none"> for any period after the organisation is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued due to unnecessary delay on your part in repairing or replacing the property from any part of any buildings that are untenanted at the time of the damage. |

Special requirements for Business Interruption

You must comply with the following conditions. **We** will not cover any **claim** if these conditions have not been fully complied with unless **you** can show that the non-compliance could not have increased the risk of the loss or **damage** arising in the circumstances in which it arose:

- 1 BACK-UP OF ELECTRONIC DATA
to ensure that **data** is backed-up and stored away from the **premises** in accordance with the level of total sum insured under this section as follows:

| | |
|---------------------------------------|--|
| Total sum insured under this section: | Minimum back-up frequency to be every: |
| up to £25,000 | 7 days |
| over £25,001 | 2 days |

SPECIAL NOTE (not forming part of this policy wording):

We provide cover, subject to limitation, for the costs of reinstating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

- 2 MONTHLY STATEMENT
under the Book Debts extension:
 - a) to keep a record of the total amount outstanding in customers' accounts as at the end of each month, and
 - b) within 30 days of the end of each month deposit this record in premises other than those in which the original records are kept.

Extensions for Business Interruption

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>We will pay for loss, as insured by this section unless otherwise stated, incurred by you during the indemnity period as a result of interruption or interference with your activities, carried on by you at the premises, caused during the period of insurance by:</p> <p>1 FOOD POISONING, DEFECTIVE SANITATION, VERMIN, MURDER OR SUICIDE</p> <p>The prevention or restriction of access to, or closure of, the premises on the order or advice of the police, environmental health or other similar enforcement agency as a direct consequence of:</p> <ol style="list-style-type: none"> any bodily injury sustained by any person arising from, or traceable to, food or drink poisoning which is directly traceable to food or drink provided at the premises any accident causing defects in drains or other sanitary arrangements at the premises any discovery of pests or vermin at the premises murder, rape or suicide at the premises. <p>Provided that any extensions which deem damage at other locations to be damage at the premises shall not apply to this cover.</p> <p>The most we will pay for any claim for any one occurrence, discovery or accident is £250,000 or 25%, whichever is less, of the:</p> <ol style="list-style-type: none"> Business Interruption sum insured shown in the schedule, or limit of our liability by the items if the declaration-linked basis applies. <p>The indemnity period in respect of this extension only is re-defined as follows:</p> <p>the period beginning with the date from which the restrictions on the premises are applied (or in the case of cover c) pests or vermin or d) murder, rape or suicide with the date of occurrence) and ending not later than 3 months thereafter during which the results of your activities are affected because of the occurrence, discovery or accident.</p> | <ol style="list-style-type: none"> Costs incurred in the cleaning, repair, replacement, recall or checking of property. Any occurrence, discovery or accident that is not at the premises. |
| <p>2 PREVENTION OF ACCESS - NON-DAMAGE</p> <p>The prevention or restriction of access to, or closure of, the premises by:</p> <ol style="list-style-type: none"> the police or fire and rescue services due to an emergency at, or within a radius of 1 mile of, the premises which could endanger human life or neighbouring property any bomb scare at, or within a radius of 1 mile of, the premises. <p>The most we will pay is £2,500 for all claims in any one period of insurance.</p> <p>The indemnity period in respect of this extension only is re-defined as follows:</p> <p>the period beginning with the date from which the restrictions on the premises are applied and ending not later than 3 months thereafter during which the results of your activities are affected because of the occurrence.</p> <p>For the purpose of cover 2.b) (bomb scare) general exclusion 3 Terrorism does not apply.</p> | <p>Any:</p> <ol style="list-style-type: none"> restriction of use of less than 4 hours period when access to the premises was not prevented or hindered loss due to or arising from or in any way connected with: <ol style="list-style-type: none"> food poisoning defective drains or other sanitary arrangements pests or vermin loss due to adverse weather. |

Extensions for Business Interruption

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|---|--|
| 3 | <p>PREVENTION OF ACCESS - DAMAGE</p> <p>damage due to an insured event under the Property Damage section, to property within a radius of 1 mile of the premises which prevents or hinders the access to or use of the premises.</p> | Any period when access to the premises was not prevented or hindered. |
| 4 | <p>SUPPLIERS AND CUSTOMERS</p> <p>damage due to an insured event under the Property Damage section, at the premises of any of your direct suppliers or customers.</p> <p>The most we will pay is £10,000 for any claim.</p> | <p>Loss resulting from damage occurring at:</p> <p>a) any premises outside the territorial limits</p> <p>b) the premises of any supplier from which you obtain electricity, gas, water or telecommunication services</p> <p>c) premises of any customer or supplier who do not supply or purchase goods or services direct from you.</p> |
| 5 | <p>FAILURE OF SUPPLY</p> <p>failure of the supply of electricity, gas or water to the premises.</p> <p>The most we will pay is £10,000 for any claim.</p> | <p>Any:</p> <p>a) deliberate act of the supplier in withholding or restricting supply</p> <p>b) restriction caused by strikes or labour disputes</p> <p>c) restriction of use of less than 4-hours duration.</p> |
| 6 | <p>FAILURE OF TELECOMMUNICATIONS SERVICES</p> <p>failure of telecommunication services at the premises following damage to telecommunication property within the territorial limits due to an insured event under the Property Damage section.</p> <p>The most we will pay is £10,000 for any claim.</p> | <p>Any:</p> <p>a) deliberate act of the supplier in withholding or restricting supply</p> <p>b) restriction of use of less than 4-hours</p> <p>c) failure of telecommunication services received via satellite</p> <p>d) restriction caused by strikes or labour disputes.</p> |
| 7 | <p>UTILITIES</p> <p>damage due to an insured event under the Property Damage section of this policy at any:</p> <p>a) generating station or sub-station of the electricity supply undertaking</p> <p>b) land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith</p> <p>c) water works or pumping station of the water supply undertaking</p> <p>d) land-based premises of the telecommunications undertaking</p> <p>within the territorial limits from which you obtain electricity, gas, water or telecommunications services.</p> <p>The most we will pay is £10,000 for any claim.</p> | |
| 8 | <p>EXHIBITIONS AND OTHER VENUES</p> <p>damage due to an insured event under the Property Damage section:</p> <p>a) at any premises not in your occupation within the territorial limits where you are holding or participating in an event or exhibition, fundraising or carrying out a contract in connection with your activities</p> <p>b) to your property for use in connection with the event, exhibition, fundraising or contract within the territorial limits including whilst in transit by road, rail or inland waterway.</p> <p>The most we will pay is £10,000 for any claim.</p> | |
| 9 | <p>BOOK DEBTS</p> <p>damage to your books of account or other business books or records occurring at the premises provided that the damage is the subject of a valid claim under the Property Damage section of this policy.</p> <p>We will pay the:</p> <p>a) difference between outstanding debit balances and the total of the amounts received or traced</p> <p>b) additional expenses incurred by you with our consent in tracing and establishing outstanding debit balances.</p> <p>The most we will pay is £25,000 for any claim.</p> | <p>Any loss or expense due to:</p> <p>a) misfiling</p> <p>b) deliberate erasure, distortion or corruption of data, information or records</p> <p>c) a dishonest or fraudulent act by you, your directors, partners or employees or anyone acting on your behalf.</p> |

Claims settlement for Business Interruption

ACCOUNTANTS CHARGES

Within the overall sum insured, **we** will also pay for professional accountants' charges reasonably incurred by **your** usual professional accountant for producing and certifying any details in **your** accounting records requested by **us** under the terms of this policy for the purpose of investigating or verifying any **claim**, but this does not include any accountants' charges otherwise incurred by **you** for the preparation of any **claim**.

LIMITS

The most **we** will pay for:

- a) reproducing **documents** or **data** under **increased cost of working** is £10,000 or the sum insured shown in the schedule, whichever is less
- b) Loss of Income or Increased Cost of Working or Gross Profit or Rental Income or Additional Increased Cost of Working is the relevant sum insured for each as shown in the schedule.

No **claim** payment will be made under this section following **damage** to donated **stock** if a valid **claim** payment is made under the Property Damage section for donated **stock**.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

VALUE ADDED TAX

- a) 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
- b) for the purpose of the definitions to this section, any adjustment implemented in current cost accounting shall be disregarded.

PAYMENTS ON ACCOUNT

We may make monthly payments on account during the **indemnity period**.

UNDERINSURANCE

If the sum insured shown in the schedule for:

- a) loss of income is less than the **income**
 - b) gross profit is less than the sum produced by applying the **rate of gross profit** to the **turnover**
 - c) rental income is less than the **rental income** earned during the 12 month period immediately before the date of the **damage** appropriately adjusted:
 - i. if the **indemnity period** exceeds 12 months, and
 - ii. for any trends or other factors affecting **your activities** (such as seasonal variation) so that the figures represent, as closely as possible, the result that would have been achieved if the **damage** had not occurred
- then the amount payable for any **claim** will be proportionately reduced.

Section 16 Loss of Licence

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>1. We will pay for loss of income and increased cost of working during the loss of licence indemnity period as a result of your activities at the premises being interrupted or interfered with due to loss of licence.</p> <p>2. If the premises are sold within the loss of licence indemnity period as a result of your activities at the premises being interrupted or interfered with due to loss of licence, we will pay for the depreciation in value of your interest in the premises covered by the premises licence or club premises certificate, less any sum already paid for loss of income and increased cost of working under item 1. above.</p> <p>The amount payable will be, for:</p> <p>a) income - the amount by which the income during the loss of licence indemnity period falls short of the income during the 12 month period immediately before your activities at the premises being interrupted or interfered with due to loss of licence.</p> <p>(This amount may be adjusted to take into account any trends or other factors affecting your activities, such as seasonal variation, so that the figures represent as closely as possible, the income that would have been achieved if the damage had not occurred).</p> <p>b) increased cost of working - the amount of increased cost of working during the loss of licence indemnity period for the sole purpose of avoiding or diminishing the reduction in income in consequence of your activities at the premises being interrupted or interfered with due to loss of licence, but not exceeding the amount that would otherwise have been payable for income.</p> <p>In calculating the amount payable, we will take into account any:</p> <p>i. savings during the loss of licence indemnity period of expenses payable out of income that cease or are reduced because of your activities at the premises being interrupted or interfered with due to loss of licence</p> <p>ii. income earned by you, or by others on your behalf, during the loss of licence indemnity period from conducting your activities elsewhere than at the premises.</p> | <p>Loss:</p> <p>a) due to:</p> <p>i. town or country planning, improvement or redevelopment</p> <p>ii. your omission to take all steps necessary to maintain the premises licence or club premises certificate</p> <p>iii. the premises not being maintained in a good state of hygiene or sanitary condition or repair</p> <p>iv. bankruptcy or insolvency</p> <p>b) caused by:</p> <p>i. any compulsory purchase or surrender</p> <p>ii. a change in the law</p> <p>iii. any closure of the premises not required by law</p> <p>iv. your failure to carry out any requirements of the licensing authority or other authority.</p> |

Special conditions for Loss of Licence

You are required:

1. as a condition of cover to:
 - a) immediately advise **us** if **you** know of any circumstances that may affect the premises licence or club premises certificate or that:
 - i. the premises licence or club premises certificate has been or may be transferred
 - ii. a complaint has been made about the **premises** or how the **premises** are controlled
 - iii. an **employee** or any person holding a personal licence to sell alcohol is accused or convicted of a breach of current premises licencing legislation
 - iv. there has been an objection that may endanger the premises licence or club premises certificate or its renewal
 - v. the use of the **premises** is changing or has changed from its original purpose
 - vi. as a result of a police closure order or representation by any interested party, a review of the premises licence or club premises certificate is underway
 - b) give notice to **us** as soon as possible in writing and supply any additional information and assistance as **we** reasonably require if **you** become aware of any proceedings against, or conviction of any person holding a personal licence to sell alcohol for any breach of current premises licencing legislation, or any matter whatsoever whereby the character or reputation of the person concerned is affected, or called into question with respect to their honesty, moral standing or sobriety
 - c) where practicable, if **loss of licence** occurs, at **our** request apply for a new premises licence or club premises certificate for the same or other premises so that **your activities** can continue in a similar or alternative form
 - d) otherwise give **us** any reasonable information or help **we** need.
2. To:
 - a) advise **us** within 48-hours if **loss of licence** occurs
 - b) provide within 30 days, if requested by **us** and 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
 - c) take at **your** expense all practicable steps to minimise a **claim**.
We will not pay any **claim** if **you** do not fully comply with conditions 2 a) to c) above.

Claims settlement for Loss of Licence

VALUE ADDED TAX

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

LIMITS

The most **we** will pay under cover 1 (Loss of Income and Increase in Cost of Working) or 2 (Depreciation In Value) for all **claims** in any one **period of insurance** is the sum insured shown in the schedule.

Section 17 Equipment Breakdown

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>We will indemnify you in respect of damage to covered equipment arising from an accident happening during the period of insurance.</p> | <ol style="list-style-type: none">1. The amount of excess shown in the schedule.2. Damage caused by or resulting from:<ol style="list-style-type: none">a) a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipmentb) 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 damagec) 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.3. Damage which is recoverable under a maintenance agreement, warranty or guarantee.4. Damage caused by any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance, but if damage from an accident results we shall be liable for that resulting damage.5. Any claim cost or loss caused by or resulting from your commercial decision to stop trading or the decision of a service provider to stop or reduce trade with you or restrict their services.6. Any loss or damage caused by a cyber event.7. Any loss of, or damage to, data or computer media caused by:<ol style="list-style-type: none">a) programming error or programming limitationb) loss of data (other than as specifically provided for under the Reinstatement of Data and Computer Increased Costs of Working extension)c) loss of accessd) loss of usee) loss of functionality.8. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |

Special requirement for Equipment Breakdown

You must comply with the following condition. **We** will not have to pay any **claim** if this condition has not been fully complied with:

1 BACK-UP RECORDS

You must back up all original data at least every 7 days and take precautions to make sure that all data is stored safely.

If **you** fail to keep to this condition, **we** may still pay a **claim** if **you** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **your** control.

Extensions for Equipment Breakdown

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

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>1 AWAY FROM PREMISES</p> <p>Damage from an accident to:</p> <p>a) covered equipment during transit anywhere in the territorial limits</p> <p>b) covered equipment temporarily removed from the premises to anywhere in the territorial limits:</p> <p>i. whilst in your custody or control or</p> <p>ii. for the purpose of repair, replacement, restoration, service or modification</p> <p>c) portable computer equipment at any location or in transit anywhere in the world.</p> | |
| <p>2 REINSTATEMENT OF DATA AND COMPUTER INCREASED COSTS OF WORKING</p> <p>(A) We will pay the costs you incur in reinstating data that is lost or damaged as a consequence of an accident to covered equipment</p> <p>provided that:</p> <p>i. our liability is limited solely to the cost of reinstating data onto computer media</p> <p>ii. we shall not be liable for loss or damage to software.</p> <p>(B) In addition, we will pay costs necessarily and reasonably incurred by you for the sole purpose of avoiding or diminishing the resulting interruption or interference to your computer operations.</p> <p>The most we will pay under:</p> <p>(A) is £50,000 for any one accident</p> <p>(B) is £50,000 for any one accident.</p> | <p>Any loss otherwise excluded under this section.</p> |
| <p>3 BUSINESS INTERRUPTION AND ANCHOR LOCATIONS</p> <p>If the Business Interruption section of this policy is operative, we will pay to you in respect of each item in the schedule, the financial loss occurring during the indemnity period following:</p> <p>(A) an accident to covered equipment that results in your activities being interrupted or interfered with, including such loss or damage occurring at your service provider(s) premises</p> <p>(B) an accident to property at an anchor location that results in your activities being interrupted or interfered with</p> <p>provided that:</p> <p>i. the property at the anchor location is of a similar type and function to the covered equipment</p> <p>ii. the anchor location has been open for business for at least six months prior to the accident and is located within one mile of the premises.</p> <p>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 under:</p> <ul style="list-style-type: none"> - cover (A) £100,000 in any one period of insurance - cover (B) £50,000 in any one period of insurance. | <p>Any loss resulting from the Damage to Own Surrounding Property extension.</p> |

Extensions for Equipment Breakdown

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

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|--|---|
| 4 | <p>PUBLIC RELATIONS COSTS</p> <p>We will pay reasonable costs necessarily incurred by you with our prior written consent for the services of a professional public relations firm to assist you in creating and disseminating communications to:</p> <ul style="list-style-type: none"> a) the media, b) the public, c) your customers and clients, <p>following a claim accepted under the Business Interruption and Anchor Locations extension.</p> <p>The most we will pay is £25,000 for any one accident.</p> | |
| 5 | <p>ADDITIONAL ACCESS COSTS</p> <p>If the Business Interruption section of this policy is operative, we will pay reasonable costs necessarily incurred in order to gain access to repair or replace covered equipment following an accident.</p> <p>The most we will pay is £20,000 for any one accident.</p> | |
| 6 | <p>HAZARDOUS SUBSTANCES</p> <p>Following an accident, we will also pay the additional cost to repair or replace covered equipment which has been contaminated by any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.</p> <p>This includes any additional expenses incurred to clean up or dispose of such property.</p> <p>The most we will pay is £10,000 for any one accident.</p> | |
| 7 | <p>EXPEDITING EXPENSES</p> <p>Reasonable costs necessarily incurred by you to make temporary repairs and expedite permanent repairs or permanent replacement of damaged covered equipment.</p> <p>The most we will pay is £20,000 for any one accident.</p> | |
| 8 | <p>STATUTORY LEGISLATION AND PUBLIC AUTHORITIES (Including undamaged portions)</p> <p>If in force, the Statutory Legislation and Public Authorities extension of the Property Damage section of this policy applies to covered equipment damaged as a result of an accident.</p> | <ol style="list-style-type: none"> 1. The additional costs for damage: <ul style="list-style-type: none"> a) occurring before cover under this extension was effective b) not insured by this policy. 2. The additional costs relating to: <ul style="list-style-type: none"> a) any notice of compliance served on you before the damage b) an existing agreement requiring implementation within a given period c) any buildings that have not been damaged d) any charge or assessment arising out of capital appreciation. |
| 9 | <p>DAMAGE TO OWN SURROUNDING PROPERTY</p> <p>We shall be liable for damage to property at the premises belonging to you or in your custody and control and for which you are responsible, directly resulting from the explosion or collapse of any covered equipment operating under steam pressure.</p> <p>The most we will pay is £2,000,000 for any one accident.</p> | |

Extensions for Equipment Breakdown

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

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|--|---|
| 10 | <p>HIRE OF SUBSTITUTE ITEM</p> <p>Following an accident to covered equipment, we will pay the cost of hire charges actually incurred by you during the period of insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair, or until permanent replacement of the item lost or damaged.</p> <p>The most we will pay is £10,000 for any one accident.</p> | |
| 11 | <p>STORAGE TANKS AND LOSS OF CONTENTS</p> <p>Damage caused by an accident to oil storage tanks or water tanks, including connected pipework, belonging to you or for which you are responsible at the premises.</p> <p>In addition, this extension covers loss of the contents of oil storage tanks caused by:</p> <ol style="list-style-type: none"> escape of contents – leakage, discharge or overflow from the oil storage tanks caused by or resulting from an accident contamination – contamination of the contents of oil storage tanks caused by or resulting from an accident, including cleaning costs incurred as a result of such loss. <p>The most we will pay is £10,000 for any one accident.</p> | |
| 12 | <p>DEBRIS REMOVAL</p> <p>Following an accident to covered equipment, we will pay the costs necessarily incurred for:</p> <ol style="list-style-type: none"> removal of debris, and the protection of the covered equipment. <p>The most we will pay is £25,000 for any one accident.</p> | |
| 13 | <p>REPAIR COSTS INVESTIGATION</p> <p>We will pay the costs incurred with our prior written consent, relating to repair investigations and tests by consulting engineers, for damage to covered equipment following an accident.</p> <p>The most we will pay is £25,000 for any one accident.</p> | Any fees or costs incurred in preparing a claim under this section. |
| 14 | <p>ENERGY EFFICIENCY IMPROVEMENTS</p> <p>We will pay the additional costs incurred with our prior written consent, to replace the damaged covered equipment, following an accident with similar equipment that is:</p> <ol style="list-style-type: none"> better for the environment, safer, and more efficient <p>than the covered equipment being replaced.</p> <p>The most we will pay is 25% of the new replacement cost of the damaged covered equipment, or £25,000, whichever is less, for any one accident.</p> | |

Claims settlement for Equipment Breakdown

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

REINSTATEMENT

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

For this purpose 'reinstatement' means:

- a) the replacement of **covered equipment** that is the subject of an **accident** which, provided **our** liability is not increased, may be carried out:
 - i. in any manner suitable to **your** requirements
 - ii. upon another site
- b) the repair or restoration of **covered equipment** that is the subject of an **accident** to a condition equivalent to, or substantially the same as, but not better or more extensive than its condition when new.

SPECIAL CONDITIONS

1. **Our** liability for the repair or restoration of **covered equipment**, that is the subject of an **accident**, shall not exceed the amount payable for replacement of the **covered equipment**.
2. No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred.
3. **We** shall not be bound to reinstate exactly or completely any property that is the subject of a **claim** but only as circumstances permit and in reasonably sufficient manner.

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

4. All the terms and conditions of the policy shall apply:
 - a) in respect of any **claim** payable under this memorandum except in so far as they are varied hereby
 - b) where **claims** are payable as if this memorandum had not been incorporated.

LIMITS

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

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

Within this amount **our** liability shall not exceed:

- a) £500,000 for any one **accident** to **computer equipment**
- b) £5,000 for any one **accident** to **portable computer equipment**.

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

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above.

Section 18 Terrorism

The following definitions apply to this section

| | |
|------------------------------|---|
| act of terrorism | any act 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 His Majesty's government in the United Kingdom or any other government de jure or de facto |
| business interruption | loss arising from interruption or interference with your activities carried on by you at the premises as a result of damage to property used by you at the premises for the purpose of your activities |
| computer system | any computer or other equipment or component or system or item which processes, stores, transmits or receives data |
| data | data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever |
| event | all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same act of terrorism . The date and time that any such period of 72 hours shall commence shall be set by us |
| nuclear installation | any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for: <ul style="list-style-type: none"> a) the production or use of atomic energy, b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel |
| nuclear reactor | any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons |
| property | all property whatsoever but excluding: <ol style="list-style-type: none"> 1. any property which is occupied as a private residence and which is: <ul style="list-style-type: none"> a) a private dwelling house, or b) a self-contained unit insured as part of a block of units i.e. a block of flats unless such property: <ol style="list-style-type: none"> i. is not insured in the name of a private individual ii. is insured in the name of a sole trader or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by us) of the whole of such land or building 2. property including fine art collections which are the subject of: <ul style="list-style-type: none"> a) a trust of any kind, or b) an executorship of a will <p>and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will</p> 3. any nuclear installation or nuclear reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such nuclear installation or nuclear reactor <p>The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above</p> |
| property insured | property which is insured under other sections of this policy |
| sole trader | <ul style="list-style-type: none"> a) a self-employed individual registered as a sole trader with HM Revenue & Customs, or b) a private individual or individuals operating as a landlord and taxed as a business, or c) a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from property insured |

Section 18 Terrorism

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>We will pay for:</p> <ul style="list-style-type: none"> a) damage to or the destruction of property b) business interruption or book debts c) loss caused by cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of property <p>as insured by any other section of this policy occasioned by or happening through or in consequence of an act of terrorism within England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)</p> <p>Provided always that the insurance by this section is:</p> <ul style="list-style-type: none"> a) not subject to any: <ul style="list-style-type: none"> i. of the general exclusions of this policy ii. long term agreement or undertaking which may otherwise apply iii. terms in this policy which provide for adjustments of premium b) subject: <ul style="list-style-type: none"> i. otherwise to all the terms, provisions, definitions, and conditions of this policy except where expressly varied within this section ii. to a maximum period of insurance of 12 months from the inception or renewal date of this policy. Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that: <ul style="list-style-type: none"> a. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy b. the renewal premium due in respect of this section has been received by us. <p>Condition</p> <p>If we allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon you.</p> <p>Notwithstanding the above the burden of proof shall be upon us to prove or establish all the matters referred to in sub-paragraph b) of the ACT OF TERRORISM TRIGGERED BY REMOTE DIGITAL INTERFERENCE extension of this section.</p> | <ol style="list-style-type: none"> 1. The amount of excess applicable under this section or extensions to this section. 2. Any losses whatsoever: <ul style="list-style-type: none"> a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power b) arising under: <ul style="list-style-type: none"> i. marine, aviation and transit policies ii. motor insurance policies iii. bankers blanket bond c) directly or indirectly caused by, contributed to by, or arising from or occasioned by or resulting from: <ul style="list-style-type: none"> i. damage to or the destruction of any computer system, or ii. any alteration, modification, distortion, erasure, corruption of data <p>whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:</p> <ul style="list-style-type: none"> a) Virus or similar mechanism, being program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, computer systems, data or operations, whether involving self-replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above, or, b) Denial of service attack, being any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems, or, c) Hacking, being unauthorised access to any computer system whether your property or not, or d) Phishing, being any access or attempted access to data made by means of misrepresentation or deception. |

Extension for Terrorism

The following definitions apply to this extension

| | |
|------------------------------------|--|
| losses | all losses arising under any operative section or extension to this policy for material damage, business interruption or book debts as a result of damage to or the destruction of property insured in England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) the proximate cause of which is an act of terrorism |
| property / property insured | as defined in this section but also excludes for the purposes of this extension any: <ul style="list-style-type: none"> a) money, non-negotiable money, currency, electronic cryptographic or virtual currency including Bitcoin or any similar negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, and b) data |
| specific events | fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any computer system |

Extension for Terrorism

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>1 ACT OF TERRORISM TRIGGERED BY REMOTE DIGITAL INTERFERENCE</p> <p>Exclusion 2 c) of this section will not apply to losses provided such losses:</p> <ul style="list-style-type: none"> a) result directly (or solely as regards c) iii. below indirectly) from specific events, and b) are not proximately caused by an act of terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state, and c) comprises: <ul style="list-style-type: none"> i. the cost of reinstatement, replacement or repair in respect of damage to or destruction of property insured, or ii. the amount of business interruption or book debts suffered directly by you by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of property insured or as a direct result of denial, prevention or hindrance of access to or use of the property insured by reason of an act of terrorism causing damage to or destruction of other property within one mile of the property insured to which access is affected, or iii. the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of property and any additional costs or charges reasonably and necessarily paid by you to avoid or diminish such loss. <p>Notwithstanding the exclusion of data from property and property insured to the extent that damage to or destruction of property and property insured within the meaning of sub-paragraph c) above indirectly results from any alteration, modification, distortion, erasure or corruption of data because the occurrence of one or more specific events results directly or indirectly from any alteration, modification, distortion, erasure or corruption of data that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such property and property insured and otherwise falling within sub-paragraphs a) and c) above from being recoverable under this policy.</p> <p>In no other circumstances than the previous sentence, however, will any loss(es) directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of data be recoverable under this policy.</p> | <p>The exclusions for this section apply to the Extension for Terrorism other than where expressly varied.</p> |

Claims settlement for Terrorism

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

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

- the total sum insured, or
- for each item its individual sum insured, or
- any other limit of liability

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

The **excess** applicable to:

- losses under the 'ACT OF TERRORISM TRIGGERED BY REMOTE DIGITAL INTERFERENCE' extension to this section is the same as the **excess** under the Property Damage section of this policy, shown in the schedule, unless the cause of the loss has a specific **excess** in which case this **excess** will apply
- all other losses under this section is the same as the **excess** applied in respect of the risk of fire and/or explosion under the other sections of this policy.

General Exclusions

(Applicable to the whole policy unless **we** say otherwise)

This policy does not cover:

1 RADIOACTIVE CONTAMINATION

damage, consequential loss, liability, cost 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 any policy section, or part of a section, for:

- i. Employers' Liability except in respect of liability of any principal and liability assumed by agreement
- ii. Personal Accident.

2 WAR RISKS

damage, consequential loss, liability, cost or expense 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 any policy section, or part of a section, for Employers' Liability.

3 TERRORISM

any **damage**, liability, 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 **damage**, liability, 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 **damage**, liability, 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 any policy section, or part of a section, for Employers' Liability, Public and Products Liability, Personal Accident, Cyber, Professional Indemnity, Trustees' and Directors' Indemnity, Reputational Risks or Terrorism.

4 POLLUTION OR CONTAMINATION

- a) in respect of any section, or part of a section, insuring property of any description, including electronic data, Business Interruption or Book Debts

damage, consequential loss, cost or expense caused by pollution or contamination except (unless otherwise excluded) **damage** caused by:

- i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, breakage of glass and sanitary fixtures
- ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, breakage of glass and sanitary fixtures which itself results from pollution or contamination

and provided the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

This exclusion does not apply to any policy section, or part of a section, for Equipment Breakdown, or discharge of oil.

- b) in respect of any section, or part of a section, insuring liability to third parties

liability, cost or expense arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

- i. all pollution or contamination of buildings or other structures or water or land or the atmosphere, and
- ii. all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.

General Exclusions

This policy does not cover:

5 INDIRECT LOSS

any indirect losses which result from the event that caused **you** to make a **claim**, except as specifically provided for under this policy.

This exclusion does not apply to the sections for Employers' Liability, Public and Products Liability, Professional Indemnity, Personal Accident, Trustees' and Directors' Indemnity or Legal Expenses.

6 MORE SPECIFIC INSURANCE

property more specifically insured under another policy.

7 DATE RELATED COMPUTER FAILURE

any **claim** directly or indirectly arising from the failure or possible failure of any 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, to:

- a) correctly recognise any date as its true calendar date
- b) 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) 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:

- fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation

if covered by this policy.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability, Public and Products Liability or Personal Accident.

8 ASBESTOS

This exclusion only applies to any section, or part of a section, insuring liability to third parties including Public and Products Liability, Professional Indemnity and Trustees' and Directors' Indemnity.

Liability arising directly or indirectly from any 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 activities** 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) where, upon discovery of **asbestos**, all work immediately stops, and
- d) a HSE licensed **asbestos** removal contractor is employed:
 - i. to make safe the area in which the discovery is made as soon as is practicable, and
 - ii. 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

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability.

9 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against **you**, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation, except as provided by the Corporate Manslaughter extensions to the Employers' Liability and Public and Products Liability sections to this policy.

This exclusion does not apply to the policy section for Legal Expenses.

10 INFECTIOUS OR COMMUNICABLE DISEASE

loss, **damage**, liability, cost, expense or any other sum of whatsoever nature directly or indirectly caused by, resulting from, arising out of or related to or contributed to by:

- a) any **infectious or communicable disease** including but not limited to:
 - i. the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**
 - ii. contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease** but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from, or caused by, a peril otherwise insured by this policy
- b) any action taken or failure to take action to prevent, control or respond to any **infectious or communicable disease**.

Provided that:

- this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- in the event of any contradiction in this policy this exclusion shall always take primacy
- where **we** apply this exclusion the burden of proving the contrary shall be upon **you**
- this exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:
 - a) Employers' Liability
 - b) Public Liability
 - c) Medical Malpractice
 - d) Reputational Risks
 - e) PR Crisis Communication
 - f) Professional Indemnity
 - g) Trustees' and Directors' Indemnity
 - h) Directors' and Officers' Liability
 - i) Personal Accident
 - j) Legal Expenses
 - k) Terrorism.

General Exclusions

11 CYBER LOSS (PROPERTY)

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) any unauthorised access to, or loss of, alteration of, or damage to, or a reduction in the functionality, availability or operation of a **computer system** or any unauthorised access to, or modification of, **data**.

Notwithstanding the provisions of this sub-paragraph a) and subject to all other terms and conditions and exclusions contained in this policy, this policy will provide cover for physical loss of, or physical damage to, property insured under this policy (not including **data**) and any **time element loss** directly resulting therefrom where such physical loss, or physical damage, is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy:

- i. Fire, lightning or explosion
 - ii. Impact by aircraft or vehicle or animal or falling objects
 - iii. Wind, storm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow
 - iv. Escape of water or oil
 - v. Riot or civil commotion
 - vi. Subsidence, heave or landslide
 - vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
 - viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
 - ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage
- b) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data**

Notwithstanding the provisions of this sub-paragraph b) in the event that hardware or the data storage device of a **computer system** insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph a) above which results in damage to, or loss of, **data** stored on that hardware or the **data** storage device, then the damage to, or loss of, such **data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **data** under this policy shall be limited to the cost of reproducing **data**, provided that such costs are otherwise indemnifiable under this policy.

Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering and assembling such **data** but shall not include the value of the **data** whether to the **insured** or any other party even if such **data** cannot be recreated, gathered or assembled

- c) any:
- i. unauthorised appropriation of **data**
 - ii. unauthorised transmission of **data** to any Third Party
 - iii. misrepresentation or use or mis-use of **data**
 - iv. operator error in respect of **data**
- d) any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs a) – c) above
- e) any action taken, or failure to take action, to prevent, control, limit or respond to anything described in sub-paragraphs a) – d) above.

This exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:

- | | |
|---------------------------------------|---------------------------------------|
| a) Employers' Liability | g) Directors' and Officers' Liability |
| b) Public Liability | h) Personal Accident |
| c) Medical Malpractice | i) Legal Expenses |
| d) Reputational Risks | j) Terrorism |
| e) Professional Indemnity | k) Cyber |
| f) Trustees' and Directors' Indemnity | l) Equipment Breakdown. |

General Conditions

(Applicable to the whole policy unless **we** say otherwise)

NOTE – Reference to **claim** in these General Conditions is deemed also to refer to **claim made**.

1 CANCELLATION (YOUR RIGHTS)

Cooling-off period for private customers only.

If **you** are an individual person and any part of the insurance by this policy has been requested by **you** for purposes which are outside **your** trade, business or profession then the following cooling-off and cancellation condition applies.

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full written documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel this policy. In such circumstances **we** will make a full refund of premium provided **you** have not made a **claim**.

If this policy is not cancelled within the cooling-off period, then the insurance by this policy is in force and **you** are committed to pay the premium.

Other than within the cooling-off period.

- a) **You** can cancel this policy providing **you** give **us** notice in writing (including electronic format).
- b) As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- c) If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed. If the premium is paid by instalments, then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any **claim** settlement.

2 CANCELLATION (OUR RIGHTS)

Non-payment of premium.

Unless otherwise agreed by **us** in writing, if the premium is:

- a) payable by instalments and an instalment is not received by the due date, this policy will be cancelled from the date the instalment was due
- b) not payable by instalments and the payment is not received by the due date, this policy will be cancelled from the date the payment was due.

Other than for non-payment of premium.

We have the right to cancel this policy by giving **you** 14 days notice in writing sent by special delivery to **your** last known address. Valid reasons for cancelling **your** policy may include **your** failure to:

- a) implement **our** requirement(s) within the timescale(s) specified in **our** risk management report following a survey
- b) comply with the Reasonable Care (Your Duties) general condition.

If **we** cancel this policy **we** will refund the premium (unless stated otherwise within this policy) for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.

Separate cancellation arrangements apply under the general conditions for Misrepresentation or Non-Disclosure, Fraud and Alteration of Risk.

3 MISREPRESENTATION OR NON-DISCLOSURE

It is **your** legal duty to make a fair presentation of the information required by **us** to provide the insurance by this policy.

This duty applies at the start of the policy, before any variation is made and prior to renewal of the policy.

We will treat this policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance, and **we** will notify **you** in writing by special delivery to **your** last known address. **We** have the right to keep the premium.

Where any misrepresentation or non-disclosure of any material circumstance is not deliberate or reckless and if the material particular(s) had been fairly presented or disclosed **we** would:

- a) not have agreed to provide the insurance on any terms, **we** have the right to treat the policy as void (i.e. as if it had not existed) and refuse all **claims** and **we** will return the premium paid.
- b) have entered into the policy on different terms (other than terms relating to the premium), **we** have the right to impose those additional terms from inception of the policy or the date the risk changed.
- c) have charged a higher premium, **we** have the right to reduce proportionately the amount of any **claim** payment under the policy to the same proportion that the premium charged bears to the higher premium.

Our rights under b) and c) above may both apply at the same time.

Our rights under this condition also apply to a variation of the policy.

SPECIAL NOTE (not forming part of this policy wording):

A fair presentation is one which clearly discloses all material facts which you, including the person(s) responsible for arranging the insured's insurance and your board of trustees know, should know, or ought to have known, following a reasonable search.

General Conditions

4 FRAUD

If **you** or anyone acting for **you** or any other person claiming to obtain benefit under this policy:

- a) make(s) a false, fraudulent or exaggerated **claim**
- b) support(s) a **claim** by any false or fraudulent document, device or statement
- c) cause(s) an event by a wilful or wrongful act which results in a **claim**

then **we**:

- i. will not pay the **claim** and **we** have the right to recover from **you** any part payments made in respect of the **claim** prior to discovery of the fraudulent act
- ii. have the right to:
 - cancel this policy from the date of a fraudulent act even if this policy expired before the discovery of the fraudulent act (If **we** cancel this policy, **we** will notify **you** in writing by special delivery to **your** last known address)
 - keep the premium
 - refuse any **claim** arising after a fraudulent act.

We will still remain responsible for legitimate **claims** before the fraudulent act.

5 ALTERATION OF RISK

If after the start date of this policy:

- a) there is any change, or additional circumstance, which increases the risk of **damage**, accident or liability, such as:
 - i. structural alterations or major repairs
 - ii. any demolition, groundwork, excavation or construction being carried out at any site adjacent to the **premises**
 - iii. changes in, or additions to, **your** organisation, **your activities**, the **premises** or its use
- b) **your** interest ceases except by will or operation of law
- c) an administrator, liquidator or receiver, is appointed or if **you** enter into a voluntary arrangement

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

Upon any alteration described above **we** have the right to:

- i. cancel this policy from the date of the alteration or in accordance with the Cancellation (Our Rights) general condition, or
- ii. charge additional premium, and if necessary amend the terms of cover, from the date of the alteration.

- Workmen are allowed to work on the **buildings** for the purposes of effecting any decorations or minor repairs, additions or alterations
- The cover provided by extension 28 Minor Contract Works under the Property Damage section, where operative and shown in the schedule, is

without prejudice to the terms of this condition.

General Conditions

6 UNOCCUPIED BUILDINGS

- a) **you** must give notice to **us** as soon as is reasonably possible when the **buildings** or part of the **buildings** insured by this policy becomes **unoccupied**, or when an **unoccupied building** or part of the **unoccupied buildings** is again occupied.

Upon a change in the occupancy of the **buildings** or part of the **buildings** described above, **we** may, at **our** option:

- i. amend the terms, conditions and exceptions that apply to such **buildings** and charge an additional premium
- ii. cancel the cover for any affected **buildings**
- iii. cancel this policy in accordance with the Cancellation (Our Rights) general condition.

We will not pay any **claim** (unless **we** say otherwise) if **you** fail to comply with this condition and such failure causes, or increases the amount of, the loss.

SPECIAL NOTE (not forming part of this policy wording):

There is no cover under the Property Damage section for damage by theft, malicious damage, storm, flood, escape of water or fuel oil, or accidental damage that occurs while the buildings are unoccupied, vacant, untenanted, unfurnished, empty or no longer in active use for a period exceeding 30 consecutive days.

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

A record of inspections, including remedy of any defects must be maintained

- vii. **you** must securely seal all letter box flaps and other similar gaps or openings, where the letterbox cannot be sealed shut, **you** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it, whenever such **buildings** are inspected
- viii. **you** must tell **us** as soon as is reasonably possible if such **buildings** are to be occupied by contractors for any alterations, renovations, conversions or repairs
- ix. in addition to the Claims Procedure (Your Duties) general condition that requires **you** to tell **us** as soon as **you** become aware of an incident that may result in a claim, **you** must also tell **us** as soon as **you** become aware of any illegal entry to the **premises**, whether or not any **damage** has occurred
- x. **you** must review and update **your** risk assessment (including the fire risk assessment) of such **buildings** to reflect the change in risk.

We will not pay any **claim** (unless **we** say otherwise) if **you** fail to comply with the requirements under b) above and such failure causes, or increases the amount of, the loss.

Our rights under a) i. to iii. and b) may both apply at the same time.

General Conditions

7 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.

8 REASONABLE CARE (YOUR DUTIES)

You must:

- a) maintain the property covered under this policy in a safe, sound and good condition at all times
- b) take appropriate precautions to prevent accidents, **damage** or **bodily injury** as soon as **you** become aware of any possible risk to people or property
- c) comply with all statutory and other obligations and regulations imposed by any authority.

If **you** fail to comply with this condition because **you** have not taken reasonable care, or reasonable action, **we** retain the right:

- i. to cancel this policy in accordance with the Cancellation (Our Rights) general condition, whether or not a **claim** is made
- ii. not to pay any **claim** if such failure caused, or increased the amount of, the loss or liability for which the **claim** is made. Any payment on account of a **claim** already made by **us** shall be repaid to **us**.

9 RIGHTS OF THIRD PARTIES

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

10 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 of purported assignment or other dealing with, or relating to, this policy or any section of this policy.

11 CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making a Claim.

You must comply with the following conditions (at **your** expense):

- a) When **you** become aware of a possible **claim**, **you** shall notify **us** as soon as is reasonably possible and give **us** all details that are available to **you**, provided that:
 - i. in respect of any **claim** for property (including money) insured by this policy, the details are sent to **us** in writing within:
 - 7 days if **damage** has been caused by riot, civil commotion, strikers, labour disturbances and malicious persons, or
 - 30 days, or within such further time as **we** may in writing allow, if **damage** has been caused by any other event
 - ii. **you** tell the police at the same time, and obtain a crime reference number, if:
 - **damage** results from theft, attempted theft, riot, civil commotion, strikers, labour disturbances or malicious persons
 - any loss by fraud or dishonesty arises which is insured by this policy, for example under the Dishonesty of Employee extension to the Money section.
- b) If the **claim** relates to, or includes, any allegations or proceedings made against **you**, or any person who is entitled to indemnity under this policy, **you** and they shall:
 - i. not admit, deny, negotiate or agree a settlement without **our** written consent
 - ii. send to **us**, unanswered, every writ, summons or other communication immediately it is received without making any acknowledgement
 - iii. send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**.
- c) In respect of any **claim** for business interruption **you** shall also submit to **us** within 30 days after the expiry of the **indemnity period**, or within such further time as **we** may in writing allow, a statement setting out particulars of the **claim** together with details of all other insurances covering any part of the **damage** or resulting business interruption.
- d) **You** shall:
 - i. give all assistance, information and documentation **we** may reasonably require within any reasonable timescales **we** may set
 - ii. take all practical steps to recover any property lost or to minimise the **damage**
 - iii. not abandon any property to **us**.
- e) If requested by **us** **you** shall:
 - i. complete **our** appropriate claim form
 - ii. provide a statutory declaration of the truth of the **claim**.

We will not deal with, continue to deal with or pay, any **claim** if **you** fail to comply with any part of this condition where such failure adversely affected **our** liability for, or the amount of, any **claim**. Any payment on account of a **claim** already made by **us** shall be repaid to **us**.

Additional special conditions apply for the Loss of Licence, Reputational Risks, Cyber and Legal Expenses sections.

General Conditions

12 CLAIMS PROCEDURE (OUR RIGHTS)

If **you** make a **claim** under this policy, **we** have the right to:

- a) enter any building where **damage** has occurred and take, and keep, possession of any property insured by this policy (**we** will not accept property abandoned to **us**)
- b) the salvage of any property covered by this policy
- c) arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover
- d) settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- e) at any time, and at **our** expense, to:
 - i. start, take over, defend and conduct any legal action in **your** name
 - ii. prosecute in **your** name for **our** benefit any **claim** for indemnity or damages and **we** will have full discretion in the conduct and settlement of any such action.

Additional special conditions apply for the Loss of Licence, Reputational Risks, Cyber and Legal Expenses sections.

13 CLAIMS SETTLEMENT

Where more than one **excess** applies to any one **claim** only the highest **excess** will be deducted from the amount of settlement.

14 OTHER INSURANCE

Any section for legal liabilities or Money (but not Personal Accident Assault).

- a) If at the time any **claim** arises under this policy **you** are, or would be, but for the existence of this policy, entitled to cover under any other insurance, **we** will only pay for any additional amount beyond the amount which would have been payable under such other insurance had this policy not been effected.

All other sections except those detailed above.

- b) 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**, **we** will only pay **our** proportionate share.
- c) If such other insurance is subject to any condition of underinsurance, this policy, if not already subject to any condition of underinsurance, will be subject to the same condition of underinsurance.

15 ARBITRATION

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

- 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.

16 INDEX-LINKING

If any property damage section of this policy is subject to index-linking then:

- a) the sum(s) insured by that section as shown in the schedule will be adjusted automatically to reflect general changes in rebuilding costs and inflation trends
- b) the renewal premium will be calculated on revised sums insured that include previous index-linking increases
- c) in the event of a **claim** the adjustments will continue during the period of repair or **reinstatement** provided such repair or **reinstatement** is carried out without delay.

General Conditions

17 DECLARATIONS

Prior to each renewal date, **we** may require **you** to complete a declaration of changes to various factors on which **we** base **your** renewal terms. If changes have occurred, or if **you** fail to submit **your** declaration to **us**, **we** may consequently adjust **our** terms for the forthcoming renewal.

18 SUBJECT TO SURVEY(S)

Where required by **us**, **we** will arrange a survey to be undertaken by **our** nominated surveyor at **our** expense to verify the information provided to **us** and to identify if any risk improvements are required.

We will issue a risk management report to **you** following the survey(s) and this will include details of any risk improvements that are required. These risk improvements must be completed within the timescales specified in the report.

If any risk improvement is not carried out within the required timescale, **you** must advise **us** no later than the expiry of the timescale whereupon **we** may agree an alternative in writing.

If:

- a) **you** do not allow **us** to arrange or conduct the survey(s), or
 - b) any risk improvement is not completed within the timescale specified and no alternative is agreed by **us**, or
 - c) following the survey(s) the information is found to be different to that originally provided
- we** may amend the policy terms or cancel the policy in accordance with the Cancellation (Our Rights) general condition.

19 LAW APPLICABLE

This policy shall be governed by and construed in accordance with the law of England and Wales unless **your** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law. All disputes will be subject to the jurisdiction of the Courts of England and Wales unless **your** legally registered address is located in Scotland in which case the Courts of Scotland shall apply.

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