Thank you for choosing CaSE Insurance

CaSE Insurance was formed originally as a joint venture between key organisations involved in the not for profit sector. CaSE Insurance is now the name of a range of specialist insurance policies which have been designed to meet the needs of charities, social enterprises, voluntary organisations, community groups, faith-based organisations and places of worship.

Created ‘by the sector, for the sector’, the CaSE Charity Insurance cover is available as a package or a bespoke policy. It is issued by aQmen Underwriting (a trading name of Q Underwriting Services Ltd.) who have extensive knowledge and experience of the sector, on behalf of leading insurers.

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

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

Risk Management Requirements and Policy Restrictions

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

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

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

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

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

This Policy consists of:

• the General Insuring Clause which explains the basis on which cover is provided;

• the General Definitions, which are set out at the front of this Policy, define particular words and expressions applying to the whole of this Policy. Words in italics are defined terms other than under Section 19 Cyber and Property Damage Loss Recovery, where words in bold are defined terms. The meaning of certain words may differ when used in some specific Sections of the Policy. These Special Definitions replace the General Definitions in respect of that Section of the Policy;

• the Sections of the Policy which give precise details of the cover being provided;

• the General Conditions and General Exclusions of cover applying to the whole of this Policy or, where specifically stated, applying to a particular Section;

• the Schedule, which states who is the insured organisation/s, the business activities being covered and other particulars, such as the Period of Insurance and details of which Sections of the Policy are operative. It also shows such details as the addresses of the properties being insured, limits of liability, and matters and amounts for which you are responsible, and any Endorsements which might apply to the Policy or individual Sections. These may incorporate extensions, limitations, and amendments. The Schedule is provided by separate attachment to this Policy wording.

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

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

Important Notice

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

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

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

Breach of Term

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

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

Terms not relevant to the actual loss

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

• loss of a particular kind, and/or

• loss at a particular location, and/or

• loss at a particular time,

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

General Insuring Clause

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

The Insured named in the Schedule:

1 having made to the Insurers a Proposal and/or having provided to the Insurers information, the representations, declarations and information contained therein form part of the contract of this Insurance; and

2 having paid or agreed to pay the Premium;

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

Insurer: Aviva Insurance Limited. Registered in Scotland No.2116. Registered Office: Pitheavlis, Perth, PH2 0NH (or as stated otherwise in the Schedule attached to this Policy) and is only valid when accompanied by a completed Schedule signed by an Authorised Signatory.
General Definitions

These Definitions are applicable to the whole Policy wherever the words appear in italics starting with a capital letter, or where specifically stated, to a particular Section of the Policy and wherever the words appear in bold are defined terms. These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

In accordance with General Condition 9, words importing the singular include the plural and vice versa.

A

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

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

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

Act of Terrorism means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto.

Additional Insured means:
1 the personal representatives of the Insured;
2 any principal for whom the Insured is carrying out a contract in connection with the Business but only to the extent required by contract conditions;
3 any Person Employed;
4 the owners of plant or Temporary Structures or other property hired in by the Insured but only to the extent required by the hiring conditions;
5 any Person Employed in respect of private work undertaken for any Trustee, Director or Officer (or Person Employed with the prior consent of the Insured);
6 the officers, committees and members of the Insured’s canteen, social, sports and welfare organisations and first aid, fire, medical and security services in their respective capacities as such;
in respect of legal liability against which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured, and each Additional Insured shall, as though they were the Insured, be subject to the limits, terms, conditions and exclusions contained in this Policy so far as they can apply.

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

Annual Rent Receivable means Rent Receivable during the 12 (twelve) months immediately before the date of the Incident.
Annual Rent Receivable and Standard Rent Receivable are subject to such adjustments as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after the date of the Incident or which would have affected the Business had the Incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the date of the Incident.

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

Annual Turnover means the Turnover during the 12 (twelve) months immediately before the date of the Incident.
Rate of Gross Profit, Standard Turnover and Annual Turnover are subject to such adjustments as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after the date of the Incident or which would have affected the Business had the Incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the date of the Incident.

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

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

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

B

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

Benefit Scheme means any:
1 pension scheme, superannuation, programme or plan;
2 profit sharing, share option or share purchase scheme;
3 health and welfare scheme or other benefit plan;
established or managed for the benefit of any employee of the Insured and their families and dependants.
Bodily Injury
means identifiable physical injury which is caused by an Accident, and solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary by, such Bodily Injury, results in the death or disablement of the Insured Person as provided for under this insurance within 24 (twenty-four) calendar months of the date of such Accident.
Bodily Injury shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling; the date of such mishap shall be deemed to be the date of the Accident causing such Bodily Injury.

Break of Duty
means:
1. any actual or alleged act, error or omission resulting in a civil liability committed or alleged to have been committed by the Insured or Person Employed directly or vicariously;
2. any actual or alleged act, error or omission resulting in a civil liability committed or alleged to have been committed by any Person Employed directly or vicariously in the discharge of their duties for and on behalf of another entity where and to the extent that such Person Employed is discharging such duties at the request or direction of the Insured;
in the performance of, or failure to perform professional or consulting or advisory or counselling or design services, whether or not a fee is charged or received in respect of such services, and irrespective of whether such services are provided by electronic media.
"Any actual or alleged act error or omission resulting in a civil liability" includes, but is not limited to, a civil liability arising out of any:
1a. unintentional breach of confidentiality on the part of the Insured or Person Employed;
1b. allegation of infringement of copyright, patent or registered design committed in good faith by the Insured or Person Employed;
1c. defamation, libel or slander committed without intentional malice by the Insured or Person Employed; or
1d. dishonest or fraudulent act or omission on the part of any Employee.

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

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

Building(s)
means:
1. the Building(s) situated at the Premises being constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos unless otherwise agreed by the Insurer; and
2. landlord’s fixtures and fittings in or on the said Building(s); which are the property of or leased to the Insured.
Unless more specifically insured, Building(s) also includes:
a. annexes and Outbuildings;
b. tenants' improvements;
c. conveyors, trunks, lines, wires, service pipes and similar property on the Premises and extending to the public mains;
d. walls, gates and fences;
e. car parks, yards, roadways and similar surfaces at the Premises;
f. fixed outdoor play equipment; or
which are the property of the Insured or for which the Insured is legally responsible, and the Sum Insured in respect of Building(s) shall include provision for such except where more specifically insured.
Building(s) does not include:
1. Temporary Structures;
2. Property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure except as provided under Section 1 Extension 47 Contract Works
unless more specifically mentioned in the Schedule

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

Business Activities
means activity undertaken by any Person Employed with the Insured’s knowledge or under the Insured’s control (including home working), as part of the Insured’s Business, involving:
1. providing services to Service Users and to the general public as part of the Insured’s Business, including Personal Assistance;
2. organising, arranging, hosting or supplying:
   a. Business Events with up to 1,000 (one thousand) attendees at any one time and including the erection, maintenance and dismantling of Temporary Structures;
   b. Trips and Excursions;
   c. Fundraising.
3. attending or participating in:
   a. Business Events;
   b. Trips and Excursions;
   c. Fundraising.

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

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

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

Care and Treatment
means
1. the provision of professional first aid services, but not including emergency first aid;
2. prescription drugs or medicines supplied and/or administered in full accordance with the written instructions of a nurse prescriber or medical or dental practitioner;
3. drugs or medicines of proprietary manufacture supplied and/or administered in full accordance with the manufacturer’s written instructions or those of a nurse prescriber or medical or dental practitioner;
4. care, aid, assistance, advice or supervision either associated with or arising from any medical treatment and which is carried out in full accordance with the instructions of a nurse prescriber or medical or dental practitioner; or
5 Personal care and support services provided by the Insured in connection with the Business including bathing and personal hygiene, dressing, hair, nail, skin and beauty care, bandaging, and the like;
6 any activity involving:
   a acupuncture,
   b aromatherapy,
   c facials and massage,
   d Indian head massage,
   e manicure or pedicure,
   f reflexology,
   g sauna, or
   h depilatory services, performed solely by a Person Employed who holds the requisite Special Treatments Licence;
7 the use of apparatus or equipment, other than for the provision of medical treatment, unless such use is in full accordance with the manufacturer’s written instructions or those of a nurse prescriber or medical or dental practitioner.

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

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

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

Collapse means the sudden and dangerous distortion, whether or not attended by rupture, of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure, other than pressure of chemical action or ignited flue gases or ignition of the contents.

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

Computer System means any Hardware, Software, Data Media and Data.

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

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

Contents means machinery, plant, equipment, Hardware, furniture, fixtures, fittings, alterations and decorations and all other contents, the property of the Insured or held by them in trust for which the Insured is legally responsible and is contained within the Premises, but not including:
1 Building(s);
2 Stock in Trade;
3 Money; or
4 motor vehicles and their accessories.

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

Costs and Expenses means:
1 all reasonable and necessary costs chargeable by the Appointed Representative and agreed by us in accordance with the DAS Standard Terms of Appointment; and
2 the costs incurred by opponents in civil cases if the Insured Person has been ordered to pay them, or the Insured Person pays them with our agreement.

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

Countries covered
1 For insured incidents Legal defence (excluding 5 Statutory notice appeals), and Personal Injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
2 For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

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

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

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

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

Criminal Loss means the theft, damage, destruction or loss of any:
1 Money,
2 Funds,
3 Securities, or
4 other tangible goods or property belonging to the Insured as a direct result of an act of Crime.

Customer/s means a Service User and any other user or purchaser of products, services or funding from the Insured in the course of the Business.
Cyber Breach means any Hacking, Denial of Service Attack, Cyber Ransom, or Phishing.

Cyber Ransom means any extortion, blackmail or ransom payments or demands made by any party other than any Insured or Insured Person or made in collusion with any Insured or Insured Person, with threats to:
1. cause damage to or disrupt the Insured's Computer System by the introduction of a Virus or similar mechanism, or to initiate an attack by way of Hacking or Denial of Service Attack against you;
2. undertake the input, deletion, alteration or modification of Data or Software contained on the Insured’s Computer System where this may cause commercial or financial harm, or damage to reputation; or
3. publish or disseminate any confidential Data where this may cause the Insured commercial or financial harm or damage to reputation; unless such demands or payments are met.

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

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

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

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

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

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

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

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

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

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

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

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

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

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

Employer Compliance Dispute means a dispute with HM Revenue & Customs concerning the Insured's compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
Employment Wrongful Act means any actual or alleged breach of any contract of employment, employment-related discrimination, or breach of employment legislation by the Insured, or any Trustee, Director or Officer in the discharge of their duties, or by any Employee acting under the authorisation of any Trustee, Director or Officer.

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

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

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

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

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

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

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

F

Fundraising means:
1 advertising, canvassing or petitioning for funds, donations, goods, supplies or equipment by any Person Employed in connection with the Insured's Business;
2 the raising of funds through Business Events, Trips and Excursions by the Insured or by any Person Employed; and
3 the raising of funds by any other third party acting independently of the Insured, organising or hosting, or attending, or participating in Business Events, Trips and Excursions with the Insured's prior knowledge and written consent provided that:
   a such raising of funds is exclusively for the benefit of the Insured;
   b in respect of any Business Event, Trips and Excursions organised, arranged or hosted by such third party the Insured has undertaken, or required to be undertaken, and has approved, a satisfactory risk assessment; and
   c in respect of any Business Event, Trips and Excursions organised, arranged or hosted by any constituted organisation, the Insured has required such organisation to have Public Liability and Products Liability insurance in full force and effect throughout the Business Event, or Trip and Excursion in respect of their liability for Injury and Damage to Property, and such insurance has a Limit of Indemnity of £5,000,000 or the limit purchased by the Insured as detailed in Sections 10 Public Liability and Section 11 Products Liability of the Schedule whichever is the lesser, for any one occurrence or series of occurrences arising out of one original cause and in the aggregate where applicable.

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

G

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

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

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

H

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

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

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

Hirer Activities means activities not exceeding 500 (five hundred) attendees at any one time consisting of:
1 conferences, seminars, meetings, and exhibitions;
2 stalls, fetes, trade fairs, special interest fairs and shows, car boot jumble and other sales, fundraising, educational and social events including but not limited to dinners, dances, garden parties, themed parties, barbecues and coffee mornings, fun days, education and training, exercise classes not involving contact sports, card and board games, auctions and raffles, concerts when limited to ticketholders and providing audience seating, amateur dramatic and music shows, film shows, quiz evenings; or
3 clubs, societies and other organised groups involving any of the above; and not involving:
   a competitive physical activity or contact sport;
b rides on or using animals;
c rides on or using mechanical or electrical equipment;
d the use of gymnastic equipment;
e the use of inflatable play equipment;
f the use of guns or other weapons or missiles;
g the use of pyrotechnics;
h persons under the age of 14 (fourteen) years under the direct supervision or control of the herer;
i the hire of the Premises by commercial organisations, professional entertainers or political organisations unless undertaking activities for the direct benefit of the Insured or its Service Users; or
j the erection, maintenance or dismantling of marquees, stages or tiered seating, other than Temporary Structures;
k manual work other than of a Light Manual nature unless such activities are specifically declared to and agreed by Insurer(s), or a trustee or body of trustees provided that the partnership is not set up for the purpose of a business and the Insured has agreed in writing to any terms, conditions and/or additional premium imposed.

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

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

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

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

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

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of the Insured includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

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

Insured
means the Insured as stated in the Schedule.

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

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

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

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

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

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

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

Kidnap
means the taking or carrying away of an Insured Person by a third party by force or fraud without the Insured Person’s consent and without lawful excuse.
Legal Costs
means:
1  costs of legal representation at:
   a  any coroner’s inquest or fatal accident inquiry in respect of any death;
   b  proceedings in any court arising out of any alleged breach of statutory duty resulting in any Event;
2  all other legal costs and expenses in relation to any Event:
   which may form the subject of a claim for indemnity under Section 9 Employers Liability, Section 10 Public Liability and Section 11 Products Liability of this Policy incurred with the written consent of the Insurer.

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

Licence
means the Licence or grant of approval issued to the Insured under the provisions of:
1  the Licensing Act 2003, or;
2  the Marriage Act 1949 and the Civil Partnership Act 2004 or the equivalent legislation in any other part of the United Kingdom, the Isle of Man or the Channel Islands, and any subsequent legislation governing such licence for the purpose of carrying on the Business at the Premises.

Light Manual
means activity of a light manual nature but not involving:
1  work requiring any special permit or licence, such as work on electrical circuits or gas equipment;
2  indoor work at height greater than 3 (three) metres above ground or floor level; outdoor work at height over the gutter line or in any event greater than 8 (eight) metres above ground or floor level; excavation below ground or floor level greater than 1 (one) metre;
3  use of mechanical or electrical plant, tools or equipment other than light electrical handyman and gardening tools and electric or petrol-driven lawn mowers; or
4  building, construction or environmental improvement work other than light landscaping, maintenance or decorating; unless such activities are specifically declared to and agreed by Insurers in writing prior to such activity occurring and the Insured has agreed in writing to any terms, conditions and/or additional premium imposed.

Limit of Indemnity
means the limit of the Insurer’s liability under this Policy which shall be in the amount set out in the Schedule.

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

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

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

Loss of Sight
means the permanent and total loss of sight which will be considered as having occurred:
1  in both eyes if the Insured Person’s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
2  in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the Insured Person seeing at 3 (three) feet that which they should see at 60 (sixty) feet).

Loss of Speech
means the total and permanent loss of speech.

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

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

Maximum Indemnity Period
means the number of months as stated in the Schedule.

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

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

Money
means money that is the property of the Insured or for which the Insured is legally responsible, including money belonging to Service Users, that is either:
1  negotiable instruments which must be current coinage, bank and currency notes, uncrossed cheques, girocheques, uncrossed postal and money orders, unexpired units in franking machines, unused postage stamps, revenue stamps, National Savings and National Insurance stamps or cards, business travel tickets, luncheon and customer redemption vouchers, trading stamps, holiday-with-pay stamps or cards, bills of exchange, promissory notes, securities for money, travellers’ cheques, dividend warrants, gift tokens, sales vouchers, land registry stamps or telephone cards;
2  non-negotiable instruments which must be any crossed instrument being a cheque, money or postal order, traveller’s cheque, giro draft, banker’s draft, National Savings Certificates, premium bonds, war bonds, credit cards and reservation vouchers, VAT purchase invoices, used National Insurance stamps, stamped National Insurance cards, credit and charge card counterfoils or stamped pension cards.
Motor Accident
means any accident involving a vehicle being driven by a Voluntary Driver occurring in circumstances where insurance or security is required under the provisions of any road traffic legislation or parked away from the Voluntary Driver's normal place of residence during any periods when the vehicle is expected to be used for Volunteer Driving.

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

Nuclear Installation
means any installation of such class or description as may be prescribed by regulations made by the Secretary of State from time to time or any successor relevant authority, being an installation designed or adapted for:
1 the production or use of atomic energy;
2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
3 the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

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

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

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

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

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

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

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

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

Outstanding Debts
means the total outstanding debt balances last recorded by the Insured before the date of the Incident, adjusted for:
1 bad debts;
2 amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to Customers' accounts in the period between the date to which the last record relates and the date of the Incident;
3 any abnormal condition of trade which had or could have had a material effect on the Business;
so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Incident had the Incident not occurred.

Period of Insurance
means the period as stated in the Schedule.

Permanent Total Disablement
means any:
1 Loss of Speech;
2 Loss of Hearing;
3 any other disablement which entirely prevents the Insured Person(s) from engaging in their Usual Occupation and which lasts for 12 (twelve) consecutive calendar months and at the end of that time is beyond prospect of improvement but excluding:
   1 Loss of Limb;
   2 Loss of Sight.

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

Personal Assistance
means:
1 Light Manual activities including handyman and gardening services;
2 attending to, accompanying and caring for Service Users (other than Care and Treatment) including shopping, laundry, cleaning, cooking and other household work, dog walking (subject to a maximum 2 (two) dogs per walker), collecting pensions and prescriptions and similar errands;
3 pastoral care and advice.
Personal Belongings
means items which are the property of the Insured Person or property for which they are personally responsible (other than Business Equipment) and which are taken on or acquired during an Insured Journey.

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

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

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

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

Premium
means the amount specified in the Schedule.

Product(s)
means:
1 printed or electronic literature, publications, audio, visual or photographic materials.
2 goods, merchandise, materials, food, foodstuffs and beverage for the purpose of the Business provided that:
   a foodstuffs comply with regulations issued by the Food Standards Agency and/or the Department for Environment, Food and Rural Affairs and/or any successor or substitute agencies or departments;
   b items (including clothing and domestic devices) are not designed, intended or purported to be used as safety items or for similar purposes to avoid or mitigate Injury;
   c items or components thereof are not mechanically or electrically propelled, or for use as sports, health or fitness equipment;
   d any pre-owned electrical or electronic items have been tested to Portable Appliance Testing standards by persons qualified to carry out such testing; or have been satisfactorily tested by Employees who have successfully completed a minimum one-day course of “In-service Inspection and Testing of Electrical Equipment” delivered by a competent specialist or training company;
   e furniture and/or furnishings meet the fire resistance requirements of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and any subsequent, similar or amending legislation;
   and including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the Insured and no longer in the possession of, or under the control of, the Insured.

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

Property
means all property whatsoever, but excluding:
1 any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
   a insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
   b not insured in the name of an Individual.
2 any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

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

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

Prospects of Success
means in respect of all claims it is always more likely than not that an Insured Person will:
1 recover damages or obtain any other legal remedy which the Insurer has agreed to
2 make a successful appeal or defence of an appeal.
Prospects of Success will be assessed by the Insurer or an Appointed Representative on the Insurer’s behalf.

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

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

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

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

Rate of Gross Profit
means the Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Incident. Rate of Gross Profit, Standard Turnover and Annual Turnover are subject to such adjustments as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after the date of the Incident or which would have affected the Business had the Incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the date of the Incident.
Reasonable Prospects means:
1 For civil cases, the prospects that the Insured Person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that Insurers have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. Insurers, or a Preferred Law Firm or Tax Consultancy on Insurers’ behalf, will assess whether there are Reasonable Prospects.
2 For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

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

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

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

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

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

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

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

S

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

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

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

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

Security Consultants means the security specialists appointed by the Insurer to act on the Insured’s or the Insured Person(s)’s behalf.

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

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

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

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

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

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

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

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

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

**Standard Turnover**

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

**Rate of Gross Profit**

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

**Stock in Trade**

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

**Subsidiary**

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

**Sum Insured**

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

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### Tax Enquiry

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

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

### Temporary Partial Disablement

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

### Temporary Total Disablement

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

### Temporary Structures

means:

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

### Territorial Limits

means unless expressly stated to the contrary in any Section of this Policy, the Schedule or any Endorsement which may be attached to this Policy, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
Unattended means not under observation by a Person Employed who would be able to reasonably prevent any attempt to interfere with it, but that the vehicle shall not be considered to be Unattended if:

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

Uninsured Working Expenses means uninsured working expenses as stated below (unless otherwise endorsed hereon):

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

United Kingdom means England, Scotland, Wales and Northern Ireland.

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

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

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

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

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

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

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

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

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

We/Us/Our means the Insurer.

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

You/Your/Yours means the Insured.
Part A – Commercial Combined

Section 1 | Property Damage All Risks

Special Definitions

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

Excess

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

Property Insured

means:

a Building(s);

b Contents, including Computer Equipment,

c Stock in Trade;

d Rent; and

e any other property specified in Section 1 Property Damage All Risks of the Schedule,

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

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

Terrorism

means:

1 in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto;

2 in respect of Damage occurring in any territory not specified in 1 above any act or acts including but not limited to:

i the use or threat of force and/or violence; and/or

ii harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Cover

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

Limit of Liability

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

The Excess

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

Section 1 | Exclusions

The Insurer shall not indemnify the Insured for:

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

Damage caused directly by or consisting of:

a inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in the water table level, its own faulty or defective design or materials;

b faulty or defective workmanship, operational error or omission on the part of the Insured or any Person Employed;

c the operation of machinery, plant, apparatus or equipment unless in accordance with the manufacturers' instructions or specification;

d the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured, but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.

2. Changes in environment

Damage caused directly by or consisting of:

a corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light, marring, scratching, vermin or insects;

b change in temperature, colour, flavour, texture or finish;

c nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;

but this shall not exclude:

i such Damage which itself results from a Defined Peril or from any other cause not otherwise excluded;

ii subsequent Damage which itself results from a cause not otherwise excluded.

3. Mechanical or electrical breakdown

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

a loss of, or damage to, surrounding property not forming part of the same machine, apparatus or equipment;

b such Damage which itself results from a Defined Peril or from any other cause not otherwise excluded;

c subsequent Damage which itself results from a cause not otherwise excluded.

4 Theft without forcible or violent entry

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

a involving forcible and violent entry to or exit from Building(s) at the Premises; or that portion of the Building(s) where such Damage occurs

b involving assault or violence, or threat of assault or violence, to any Person Employed or members of their families or any other person lawfully on the Premises.

5 Theft of property in the open

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

6 Subsidence

Damage caused directly by or consisting of:

a subsidence, ground heave or landslip, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;

b normal settlement or bedding down of new structures.
7 Fraud or Unexplained disappearance
Damage caused directly by or consisting of:
(a) acts of fraud or dishonesty on the part of the Insured or any
Insured Person, members of their families or any other
person to whom Property Insured has been entrusted;
(b) unexplained disappearance, unexplained or inventory
shortage, misfiling or misplacing of information, or error.

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

9 Adverse weather
Damage caused by wind, rain, hail, sleet, snow, flood or dust to:
(a) moveable property in the open, or in open sided buildings,
or contained in Outbuildings;
(b) fences and gates;
except where caused by falling trees.

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

11 Process
Damage, other than by fire, resulting from the Property Insured
undergoing:
(a) any process of production or packing;
b) any process of treatment, testing, commissioning, cleaning,
servicing, repair or other process;
but this shall not exclude loss of or damage to surrounding
property not forming part of:
(i) the same machine;
(ii) the same process of production;
(iii) the same process of packing, treatment, testing,
commissioning, cleaning, servicing, repair or other process.

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

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

14 Terrorism or civil commotion
Damage to the Property Insured resulting directly or indirectly
from or in connection with:
(a) Terrorism;
b) civil commotion in Northern Ireland;
c) any action taken in controlling, preventing, suppressing, or
in any way relating to a and/or b above;
regardless of any other cause or event contributing concurrently
or other sequence to the loss. In any action, suit or other
proceedings where Insurers allege that any Damage results
from Terrorism as defined above and is therefore not covered
by this Section, the burden of proving that any such Damage is
covered will be upon the Insured.

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

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

17 Other insurance
Damage to property more specifically insured by the Insured or
on the Insured’s behalf.

Section 1 | Clauses

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

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

3 Replacement or Reinstatement
In the event of Damage under Item A (Building(s)) and/or Item
B (Contents) insured hereby, the basis upon which the amount
payable by the Insurers is to be calculated shall be the
reinstatement of the Property Insured suffering Damage,
subject to the limits, terms, conditions and exclusions of the
Policy and to the following Special Provisions.
For the purpose of this Clause “reinstatement” shall mean:
(a) where Property Insured is lost or destroyed, the rebuilding
of the property if a Building(s), or in the case of other
property its replacement by similar property (which may be
carried out upon another site and in any manner suitable to
the requirements of the Insured subject to the liability of the
Insurers not being thereby increased), in either case in a
condition equal to but not better or more extensive than its
condition when new;
b) where Property Insured is damaged, the repair of the
Damage and the restoration of the damaged portion of the
property to a condition substantially the same as but not
better or more extensive than its condition when new;
c) Where following Damage, the Insurer is unable to replace
Property Insured of a like quality or kind, the Insurer will offer
replacement property being as similar as possible, which
shall not be considered for the purposes of assessing cover,
to be better or more extensive than the damaged Property
Insured when new.
Section 1 | Conditions

1 Fire Extinguishing Appliances

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

2 Electrical Circuits

The Insured shall ensure that:

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

3 Electrical Equipment

The Insured shall ensure that:

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

4 Portable Heating

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

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

5 Bonfires and Fireworks condition

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

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

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

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

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

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

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

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

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

The Insurers will also pay:

a for damage to frames or framework which has to be removed to replace the Glass;

b for the cost of necessary boarding-up and the provision of a temporary door, consequent upon the Breakage of Glass; and

c for damage to goods displayed for an amount not exceeding £1,000 any one Occurrence provided such damage was not a direct result of theft or attempted theft.

The Insurers will not indemnify the Insured for:

1 Breakage arising directly from alteration to or repair or restoration of the Premises;

2 Breakage of Glass or Sanitary Fittings:

i already damaged at inception of the Period of Insurance;

ii forming part of the Insured’s Stock in Trade;

iii scratching or chipping of Glass unless it extends through the complete fabric of the Glass;

iv Breakage caused by wear and tear, any gradually operating cause or the costs of maintenance;

v Breakage in respect of any Unoccupied Building(s);

vi Breakage of bulbs or tubes unless consequent upon damage to neon or illuminated signs;

vii Breakage caused by mechanical or electrical breakdown or the application of electrical energy;

viii the first £100 of each and every loss arising hereunder.

5 Capital Additions, Alterations, Bequests, Donations and Endowments
The insurance of Item A (Building(s)) and Item B (Contents), extends to include cover for:

1 capital additions, alterations, improvements, newly erected, newly acquired, bequeathed or donated Building(s); and

2 bequests and donated Contents, equipment and other items and prizes, and including whilst at or in transit to or from the home of Persons Employed,

subject to the following conditions:

a the Insured shall declare to the Insurers the date and value of such capital additions, alterations, improvements, newly erected, newly acquired and/or bequeathed or donated Building(s) at intervals of not more than 6 (six) months and shall pay an appropriate additional premium from the time such additional cover applies;

b the maximum additional cover granted by this Extension shall not exceed i 10% (ten percent) of the total Sum Insured under Items A (Building(s)) or B (Contents) or £1,000,000 whichever the lesser, but limited to £10,000 any one item of Contents, Stock in Trade, equipment and other items and prizes whilst at or in transit to or from the home of Persons Employed;

ii £250,000 in respect of any individual newly acquired and/or bequeathed or donated Building(s);

c this Extension does not include cover for appreciation in value.

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

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

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

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

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

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

a rise or fall in the temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance;

b action of refrigerant fumes escaping from the said appliance;

c loss of refrigerant; or
d failure of the public supply of electricity and/or gas due to any cause not following the deliberate act of the supply
authority or the exercise of such authority of its power to withhold or restrict supply.

This Extension is subject to the following:

i. It is a condition that any refrigeration compartment or cabinet more than 10 (ten) years old shall be maintained under contract with a recognised refrigeration engineer;

ii. the maximum liability of the Insurers shall not exceed £2,500 any one Occurrence and £5,000 in the aggregate during the Period of Insurance.

10 Dismantling and Re-erection Costs

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

11 Drain Clearing

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

12 Extinguishment Expenses

This Section extends to include reasonable reimbursement costs for:

a. fire brigade charges;

b. the refilling of fire extinguishing appliances;

c. the replacement of used sprinkler heads;

d. the refilling of sprinkler tanks where water costs are metered; and

e. the replenishment of the Insured’s gas flooding fire extinguishing equipment;

arising out of Damage, or accidental discharge, subject to the maximum liability of the Insurers not exceeding £50,000. The Insurers shall not be liable for discharge arising:

a. during repairs or alterations to the building in which the cylinders are situated;

b. during installation, repair, removal, alteration, extension or testing of all or part of the gas flooding system; or

c. during the operation of the gas flooding system with the intention of preventing or extinguishing fire.

13 Fly-tipping

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

a. the Insurer’s liability under this Extension is limited to £5,000 in respect of any one Occurrence subject to a maximum amount of £15,000 in the aggregate during the Period of Insurance; and

b. the Excess as stated in the Schedule is limited to £100 in respect of this Extension.

14 Inadvertent Omissions

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

Provided that:

a. at any one location the Insurers’ limit of liability under this cover clause shall not exceed £500,000 any one Occurrence;

b. at any one location the limit of liability under this Extension shall for the purpose of the General Condition 2 Average (Undersusiance) be added to the Sum Insured on the item to which the property relates or in the case of Reinstatement Day One Basis to the Declared Value; and

c. the Insurance under this Extension shall not apply to property situated outside of the Territorial Limits.

15 Landscaped Grounds

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

16 Loss of Metered Water and/or Gas Charges

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

17 Other Interests

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

18 Other Interests - hire purchase or similar agreements

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

19 Plaques, Lamps, Signs and Nameplates

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

20 Property at Business Events

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

21 Public Authorities and European Union

The insurance by Item A (Buildings/) or Item B (Contents) extends to include such additional cost of reinstatement of the lost, destroyed or damaged Property Insured as may be incurred by the Insured solely by reason of the necessity to comply with the stipulations of:

a. European Union legislation; or

b. building or other regulations under or framed in pursuance of any Act of Parliament or with Bye Laws of any municipal or local authority or other Codes of Practice;

(hereinafter referred to as the Stipulations) in respect of the lost, destroyed or damaged Property Insured and undamaged portions thereof provided always that the amount recoverable under this Extension shall not include:

a. the cost incurred in complying with the Stipulations:

i. in respect of Damage occurring prior to the granting of this Extension;

ii. in respect of Damage not insured hereby;

iii. under which notice has been served upon the Insured prior to the happening of the Damage;

iv. for which there is an existing requirement which has to be implemented within a given period;

b. the additional cost that would have been required to make good the property lost, damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Stipulations not arisen;

c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the
owner thereof by reason of compliance with any of the aforesaid stipulations. Provided that:

a the work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within 12 (twelve) months after the Damage, or within such further time as the Insurers may (during the said 12 months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid stipulations so necessitate) subject to the liability of the Insurers under this Extension not being thereby increased;

b if the liability of the Insurers under any Item of the Schedule apart from this Extension shall be reduced by the application of any of the terms and conditions of the Section and the Policy then the liability of the Insurers under this Extension in respect of any such Item shall be reduced in like proportion;

c the total amount recoverable under any Item of the Schedule shall not exceed in respect of:

i the lost, destroyed or damaged Property Insured, its Sum Insured;

ii undamaged portions of property (other than foundations) 15% (fifteen percent) of the total amount for which the Insurers would have been liable had the Property Insured by the Item at the Premises where the Damage has occurred been wholly destroyed;

iii European Union legislation:

a 15% (fifteen percent) of its Sum Insured;

b where the Sum Insured by the Item applies to property at more than one Premises 15% (fifteen percent) of the total amount for which the Insurers would have been liable had the Property Insured by the Item at the Premises where Damage has occurred been wholly destroyed;

iv building or other regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any municipal or local authority or other Codes of Practice its Sum Insured being part of and not in addition to the Sum Insured shown in the Schedule;

d all the terms, limits, exclusions and conditions of this Section and the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

22 Removal of harmful insect nests

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

a the Insurers shall not pay for any costs solely incurred by the Insured in removing nests already existing in the Building(s) of the Premises prior to the inception of this cover;

b the Insurer’s liability under this Extension is limited to £2500 in respect of any one Occurrence; and

c the Excess as stated in the Schedule is limited to £100 in respect of this Extension.

23 Services

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

24 Spontaneous Heating

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

25 Temporary Removal

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

26 Temporary Removal of Data

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

27 Temporary Removal of Documents

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

28 Temporary Repairs

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

29 Theft Damage to Buildings

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

30 Trace and Access

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

31 Transfer of Interest

It is agreed that notwithstanding General Condition 25 Insurable Interest that, at the time of Damage to any Building(s) insured by Item A of this Section, the Insured shall have contracted to sell their interest in such Building(s) and the purchase shall not have been completed but shall thereafter be completed, the purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the purchaser against such Damage, shall be entitled to the benefit of this Section so far as it relates to such Damage, without prejudice to the rights and liabilities of the Insured or the Insurers under this Section, but only up until the date of completion.
32 Tree Felling and Lopping
This Section extends to include the costs necessarily and reasonably incurred by the Insured with the consent of the Insurers in the lopping or removal of trees, at the Premises, for which the Insured is responsible following Damage insured hereunder; always provided that:

a such tree(s) was/were not deemed to have been in an unsafe condition and a threat to life or Property Insured immediately prior to such Damage;

b the Insurers shall not pay for any:
   i costs solely incurred by the Insured to comply with a tree preservation order;
   ii legal or public or local authority costs involved in removing any tree(s).

c the Insurers’ liability under this Extension is limited to £5,000 in respect of any one Occurrence.

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

a the Insurers’ maximum liability under this Extension shall not exceed £10,000 any one Occurrence, subject to a maximum amount of £25,000 in the aggregate during the Period of Insurance;

b the Insured shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

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

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

1 external heating, lighting and security equipment, other than CCTV equipment affixed to any Building(s), up to £5,000 any one Insured’s Premises or contract site;

2 fixtures and ornaments in the grounds, up to £5,000 any one Insured’s Premises or contract site; and

3 groundsman’s equipment (being mechanically or electrically propelled machinery or equipment, and other items designed to be trailed, driven or powered by such machinery or equipment), up to £5,000 any one Insured’s Premises or contract site, provided that:

a when unattended such Premises or contract sites are locked; and

groundsmen’s equipment is either left immobilised and/or left inside a locked and secure building and/or left in a secure and locked compound within the Premises or contract site; and

c a written record is kept of all such equipment; and

d if such groundsman’s equipment is hired in by the Insured it shall be subject to Construction Plant Hire Association Conditions of Contract or similar effect;

e the Insured shall bear the first £500 of each and every loss at any one Premises or contract site.

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

37 Seasonal Variations in Stock Sums Insured
The Sum Insured stated in the Schedule applicable to Stock in Trade is subject to a seasonal increase of up to 25% (twenty five percent) of the amount(s) stated in the Schedule:

a for 1 (one) period of a duration of up to 60 (sixty) consecutive days in each Period of Insurance;

b for a period of 15 (fifteen) days preceding and including:

i any Bank or Public Holidays;

ii any Business Event or Fundraising

and for a period of 15 (fifteen) days thereafter other than occurring in the period in a above.

38 Works of Art
Notwithstanding Section 1 Exclusions 16 – Excepted Property Item a.i., the insurance of Item B (Contents) extends to include cover for Damage insured hereby to works of art arising from any accidental cause other than an Extortion or Theft.

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

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

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

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

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

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

42 Wines, Spirits, Cigarettes and Tobacco Goods
Unless specifically mentioned in the Schedule, insurance of Item B (Contents) extends to include cover for Damage insured hereby to wines, spirits, cigarettes and tobacco goods.

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

43 Closed Circuit Television and Security Alarm Equipment
The insurance of Item B (Contents) extends to include cover for Damage insured hereby to closed circuit television and security alarm equipment affixed to Building(s) at the Premises.

The Insurers’ liability under this Extension is limited to £10,000 (or as otherwise stated in the Schedule or by Endorsement thereto) in respect of any one Occurrence and in all during the Period of Insurance in respect of any one Insured’s Premises or contract site.
44 Personal Effects
The insurance of Item B (Contents) extends to include cover for Damage insured hereby to personal effects (including tools, clothing and pedal cycles) of:
a non-resident Employees, or Trustees, Directors or Officers, or Service Users and visitors. The Insurers’ liability under this Extension is limited to £1,000 (or as otherwise stated in the Schedule or by Endorsement thereto) in respect of any one Occurrence and in all during the Period of Insurance in respect of any one person; and
b resident Employees, or Trustees, Directors or Officers, or Service Users. The Insurers’ liability under this Extension is limited to £1,000 (or as otherwise stated in the Schedule or by Endorsement thereto) in respect of any one item and to £2,500 (or as otherwise stated in the Schedule or by Endorsement thereto) in respect of any one Occurrence and in all during the Period of Insurance.

45 Hired-in Property and Property on Loan
This Section extends to include cover for loss, damage or destruction insured hereby, to property which is hired-in or on loan to the Insured and which is in the custody and control of the Insured at the Premises and for which the Insured is responsible. The Insurers’ liability under this Extension is limited to £2,500 (or as otherwise stated in the Schedule or by Endorsement thereto) in respect of any one item and to £10,000 (or as otherwise stated in the Schedule or by Endorsement thereto) in respect of any one Occurrence and in all during the Period of Insurance.

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

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

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

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

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

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

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

49 Incompatibility of Computer Records
This Section extends to include:
a the cost of modifying the Computer Equipment insured under this Policy; or
b the cost of replacing the Computer Equipment together with reinstatement of Data whichever is the lesser;

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

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

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

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

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

52 Resilient Repairs
This Section extends to include cover for the additional costs of reinstatement incurred with the Insurer’s prior written consent following Damage for the purpose of improving the resilience of the Property Insured to prevent or mitigate the risk of any future loss, or damage, included but not limited to:
a modifying design and/or materials;
b relocating equipment;
c obtaining appropriate expert advice;
in rebuilding or repairing such Property Insured following Damage insured by this Policy.

The Insurers shall not be liable for:
a costs of complying with an EU legislation, Act or Parliament or any bye-laws of local authorities;
b costs relating to work or improvements planned prior to the Damage;
c any Premises or Building(s) which are Unoccupied;
d any additional costs where funds are available from any public authority;
e any charge or assessment arising from capital appreciation following any improvement in the Property Insured; or
f the first 25% of any additional costs;
The liability of the Insurers for any one Occurrence shall not exceed £50,000 or 10% of the Damage before application of this extension, and £100,000 in any one Period of Insurance.

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

Section 1 | Special Extensions
Each Special Extension shall only apply if stated as ‘Included’ in the Schedule.

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

a The Insured having stated in writing the Declared Value incorporated in each Item to which this Special Extension applies, the Premium has been calculated accordingly. Declared Value shall mean the Insured’s assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph a of Section 1 Clause 3 (Replacement or Reinstatement) at the level of cost applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the Item provides, due allowance for:
   i the additional cost of reinstatement to comply with Public Authority requirements;
   ii Professional Fees; and
   iii Debris Removal.

b At the inception of the Period of Insurance the Insured shall notify the Insurers of the Declared Value of the Property Insured by the said Item. In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.

c Notwithstanding any General Condition or Endorsement to the contrary, the following words shall apply to the Special Provision to Section 1 Clause 3 (Replacement or Reinstatement), paragraph d of which is restated as follows:

d Each Item insured under this Extension is declared to be separately subject to the following condition of Average: If at the time of Damage the Declared Value of the Property Insured covered by such Item is less than the cost of reinstatement (as defined in paragraph a of Section 1 Clause 3 (Replacement or Reinstatement)) at the inception of the Period of Insurance then the Insurers’ liability for any Damage hereby insured shall be limited to that proportion thereof which the Declared Value bears to the cost of reinstatement. Whereby reason of any of the Section Extensions, no payment is to be made beyond the amount which would have been payable under this Policy if this Special Extension had not been incorporated therein the rights and liabilities of the Insurers and the rights and liabilities of the Insured in respect of the loss, destruction or damage shall be subject to the limits, terms, conditions and exclusions of this Policy including any condition of Average herein, as if this Special Extension had not been incorporated therein except that the Sums Insured shall be limited to the percentage as stated herein.

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

2 Subsidence Extension
It is hereby understood and agreed that:

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

2 this Section is extended to include Damage caused by subsidence, landslip or ground heave of any part of the site on which the Property Insured stands, excluding Damage:

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

   b to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences, unless specifically insured hereunder where such Damage also affects the structure of the Building(s) insured herein against such Damage;

   c which originated prior to the inception of this cover;

   d resulting from:
      i demolition, construction, structural alteration or repair of any Building(s);
      ii groundworks or excavation; at the same Premises.

Special Conditions applicable to this Special Extension 2

i It is a condition that the Insured shall notify the Insurers immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.

ii The Insurers shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

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

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

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

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

a the Insured have taken all reasonable steps to ensure that all Sums Insured are adequate and sufficient;

b the Insured have obtained a valuation for any Building(s), including costs in respect of Debris Removal and Professional Fees from a Royal Institute of Chartered Surveyors professional or other professional agreed by the Insurer within the three years prior to the date of the Damage;

c the Insured have obtained a valuation for any Contents, Computers, Stock in Trade or other Property Insured including costs in respect of Debris Removal and Professional Fees from a professional valuation service or other such organisation or person agreed by the Insurer within the three years prior to the date of the Damage, and;

d all Sums Insured have been adjusted in line with such valuations, and;

e all Sums Insured have been subject to increase following the terms of Section 1 Special Extensions – 3 Index-Linking Extension.
Part A – Commercial Combined

Section 2 | Business Interruption All Risks Including Cancellation Expenses

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

Terrorism
means:
1 in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty’s government in the United Kingdom or any other government de jure or de facto;
2 in respect of Damage occurring in any territory not specified in 1 above, any act or acts including but not limited to:
   i the use or threat of force and/or violence; and/or
   ii harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
caus ed or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

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

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

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

Limit of Liability
The liability of the Insurers under this Section shall not exceed the total Sum Insured or the Sum Insured in respect of any individual Item or any other limit of liability stated herein or in the Schedule.
The liability of the Insurers under this Section as a result of any loss, damage, destruction, distortion, erasure, corruption or alteration of Data or loss of use, reduction in functionality, cost or expense of whatsoever nature resulting therefrom, shall not exceed £50,000 in respect of any one Period of Insurance.

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

Section 2 | Exclusions
The Insurers shall not indemnify the Insured for Consequential Loss arising directly or indirectly from:

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

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

3 Mechanical or electrical breakdown
   Damage caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates, but this shall not exclude:
   a loss of, or damage to, surrounding property not forming part of the same machine, apparatus or equipment;
   b such Consequential Loss which itself results from a Defined Peril or from any other cause not otherwise excluded;
   c subsequent Consequential Loss which itself results from a cause not otherwise excluded.

4 Theft without forcible or violent entry
   Damage to Contents or Stock in Trade in respect of any one item greater than £25,000 in value caused directly by or consisting of theft or attempted theft unless:
   a involving forcible and violent entry to or exit from Building(s) at the Premises; or that portion of the Building(s) where such Damage occurs;
   b involving assault or violence, or threat of assault or violence, to any Person Employed or members of their families or any other person lawfully on the Premises.

5 Theft of property in the open
   Damage caused directly by or consisting of theft or attempted theft from yards, gardens, open spaces or Outbuildings, except Consequential Loss arising directly or indirectly from Damage covered under Section 1 Extensions 35 Items Left In The Open or specifically stated as insured in the Schedule.
6 Subsidence
Damage caused directly by or consisting of:
(a) subsidence, ground heave or landslip, unless resulting from
fire, explosion, earthquake or the escape of water from any
tank, apparatus or pipe;
(b) normal settlement or bedding down of new structures.

7 Fraud or Unexplained disappearance
Damage caused directly by or consisting of:
(a) acts of fraud or dishonesty on the part of the Insured or any
Insured Person, members of their families or any other
person to whom Property Insured has been entrusted;
(b) unexplained disappearance, unexplained or inventory
shortage, misfiling or misplacing of information, or clerical
error.

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

9 Adverse weather
Damage caused by wind, rain, hail, sleet, snow, flood or dust to:
(a) moveable property in the open or in open sided buildings or
contained in Outbuildings;
(b) fences and gates;
except where caused by falling trees.

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

11 Process
Damage (other than by fire) resulting from its undergoing:
(a) any process of production or packing;
(b) any process of treatment, testing, commissioning,
cleaning, servicing, repair or other process;
but this shall not exclude loss of or damage to surrounding
property not forming part of:
(i) the same machine;
(ii) the same process of production;
(iii) the same process of packing, treatment, testing,
commissioning, cleaning, servicing, repair or other process.

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

13 Terrorism or civil commotion
Damage resulting directly or indirectly from or in connection with
any of the following regardless of any other cause or event
contributing concurrently or other sequence to the loss
(a) Terrorism;
(b) civil commotion in Northern Ireland;
c) any action taken in controlling, preventing, suppressing, or
in any way relating to (a) and/or (b) above.
In any action, suit or other proceedings where Insurers allege
that any Damage results from Terrorism as defined above and
is therefore not covered by this Section, the burden of proving
that any such Damage is covered will be upon the Insured

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

15 Excepted Property
Damage to:
(a) jewellery, precious stones, precious metals, bullion,
furs, curiosities, works of art or rare books;
(b) glass (other than Glass), china, earthenware, marble,
statuary or other fragile or brittle objects;
(c) vehicles licensed for road use (including accessories
thereon), caravans, trailers, railway locomotives, rolling
stock, watercraft or aircraft;
(d) property or structures in course of construction or
erection and materials or supplies in connection with all
such property in course of construction or erection;
(e) working dynamos, motor wires, main or electrical
apparatus through short circuiting, overrunning or excessive
pressure;
(f) land, roads, pavements, piers, jetties, bridges, culverts,
or excavations;
(g) livestock, growing crops or trees;
unless specifically mentioned in the Schedule as insured by this
Section and is not otherwise excluded.

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

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

18 Deliberate acts of suppliers
the deliberate act of any supply undertaking or by the exercise
by any such undertaking of its power to withhold or restrict
supply or services.
Item A Gross Profit

The insurance under Item A (Gross Profit) is limited to loss of Gross Profit due to:
1. Reduction in Turnover; and
2. Increase in Cost of Working.

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

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

Special Condition to Item A - Underinsurance

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

Special Provisions to Item A – Gross Profit

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

Item B Revenue

The insurance under Item B (Revenue) is limited to:
1. Loss of Revenue; and
2. Increase in Cost of Working.

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

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

Item D Outstanding Debit Balances

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

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

does or Any insured working expenses arising from bad debts or erasure, distortion or corruption or deliberate falsification of Business records.

Special Condition to Item D – Outstanding Debit Balances

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

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

Item E Loss of Rent Receivable

The insurance under Item E (Loss of Rent Receivable) is limited to:
1. Loss of Rent Receivable; and
2. Increase in Cost of Working.

The amount payable by the Insurers as indemnity shall be:

a. In respect of Loss of Rent Receivable: the amount by which the Rent Receivable during the Indemnity Period shall, in consequence of the Incident, fall short of the Standard Rent Receivable;

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

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

Special Condition to Item E – Average

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

Item C Additional Expenditure

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

The limit of the Insurers’ liability shall not exceed the Sum Insured by this Item as stated in the Schedule.
Section 2 | Conditions

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

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

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

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

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

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

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

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

9 Salvage Sale
If following an Incident giving rise to a claim under this Section the Insured shall hold a salvage sale during the Indemnity Period, Clause 1 of Item A (Gross Profit) shall for the purpose of such claim read as follows:
1 in respect of Reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the Incident fall short of the Standard Turnover from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale.

Section 2 | Extensions

1 Denial of Access
This Section extends to include interruption of or interference with the Business in consequence of accidental loss, destruction or damage as insured by this Section to any property within 1 (one) mile of:
a the Premises;
b any other premises within the Territorial Limits temporarily in use by the Insured in connection with the Business for Business Activities and Business Events; which prevents or hinders the use of the Property Insured or access to such premises (whether or not the Property Insured or the premises suffer similar loss, destruction or damage).

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

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

2 Disease, Infestation and Defective Sanitation
This Section extends to include interruption of or interference with the Business commencing on the first day of any such interruption or interference in consequence of the occurrence at the Premises of:
a a Specified Disease occurring at the Premises or within five miles of the boundary of the Premises,
b any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from the Premises,
c the discovery of an organism at the Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease,
d the discovery of vermin or pests or any accident causing defects in the drains or other sanitary arrangements, at the Premises,
e any occurrence of murder, suicide or rape at the Premises which:
restricts the use of or results in closure of the Premises on the order or advice of the competent authority and
directly results in a reduction in the Revenue or Gross Profit of the Business.

The maximum Insurers will pay in respect of any one Period of Insurance is £25,000 unless otherwise stated in the Schedule. The Maximum Indemnity Period is 3 months unless otherwise stated in the Schedule.
The Insurers shall not be liable for any:

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

3 Property Stored

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

4a Public Utilities – Providers’ Premises

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

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

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

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

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

4b Public Utilities – Terminal Ends

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

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

but excluding any failure:

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

Provided that:

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

5 Specified Suppliers

This Section extends to include interruption of or interference with the Business in consequence of accidental loss, destruction or damage to property at the premises of the Insured’s suppliers as specified by Endorsement to this Policy and situated within the Territorial Limits. Under this Extension the premises or facilities of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunication services shall not be deemed to be the premises of the Insured’s suppliers, manufacturers or processors. The Insurers shall not be liable for any claim in excess of the amount or percentage of the Sum Insured for Item A (Gross Profit) or Item B [Revenue] of this Section as stated in the Schedule.

6 Unspecified Customers

This Section extends to include interruption of or interference with the Business in consequence of accidental loss, destruction or damage to property at the premises of any of the Insured’s Customers, other than as specified herein, within the Territorial Limits. The Insurers shall not be liable for any claim amount in excess of 10% (five percent) of the Sum Insured under this Section or £100,000 (unless otherwise stated in the Schedule) whichever is the lesser.

7 Unspecified Suppliers

This Section extends to include interruption of or interference with the Business in consequence of accidental loss, destruction or damage to property at the premises of any of the Insured’s suppliers, manufacturers or processors of components, goods or materials, other than as specified herein, within the Territorial Limits. Under this Extension the premises or facilities of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunication services shall not be deemed to be the premises of the Insured’s suppliers, manufacturers or processors.

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

8 Subsidience Extension

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

1 Section 2 Exclusions 6 Subsidence is deleted and of no further effect;
2 this Section is extended to include Consequential Loss arising directly from Damage caused by subsidence, landslip or ground heave of any part of the site excluding Consequential Loss:

a resulting from:

i collapse, cracking, shrinkage or settlement of Building(s) or any part thereof;
ii coastal or river erosion;
iii defective design or workmanship or the use of defective materials including inadequate construction of foundations;
iv settlement or movement of made up ground;
v the normal settlement or bedding down of new structures;
b to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences, unless specifically insured hereunder where such an Incident also affects the
structure of the Building(s) insured herein against such loss, destruction or damage;

c. which originated prior to the inception of this cover;

d. resulting from:

i. demolition, construction, structural alteration or repair of any Building(s);

ii. groundworks or excavation;

at the same Premises.

Special Conditions applicable to this Extension 8

a. It is a condition that the Insured shall notify the Insurer immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.

b. The Insurer shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

9 Transit

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

10 Contract Sites

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

11 Fines and Damages

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

12 Action of Authorities

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

a. any Incident that does not involve loss, interruption of or interference with the Business of at least 12 (twelve) consecutive hours.

b. any Incident that occurs outside a one mile radius from the Premises;

c. any terrorist bomb threat occurring in Northern Ireland;

d. any Incident caused wholly or partly by the misconduct, neglect or omission of the Insured;

e. any action in controlling, preventing or hindering the occurrence or spread of any infectious disease, food poisoning, or other sanitary arrangements.

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

13 Second Hand Stock in Trade

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

14 Key Person

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

a. losses covered elsewhere under this or any other Policy;

b. any claim in excess of £10,000, or for an Indemnity Period exceeding 12 (twelve) months, unless otherwise specifically stated in the Schedule;

c. any patron aged 76 years or more at the commencement date of the Period of Insurance.

15 Loss of Attraction

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

a. any claim in excess of £10,000 (unless otherwise stated in the Schedule);

b. any payment under this Extension where the same interruption of or interference with the Business has resulted in, or would otherwise result in, any payment under Section 2 Business Interruption All Risks Extensions 1 Denial of Access;

c. any interruption or interference which last for less than 12 hours.

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

16 Lottery winners

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

a. one or more Employees resign from their employment with the Insured within 14 days of the date of their monetary win;

b. the amount won is in excess of £100,000 per Employee.

The Indemnity Period will mean the period beginning with the date of the occurrence of the Event and ending no later than the expiry of (one) month unless otherwise stated in the Schedule. The Insurer shall not be liable for any claim in excess of £50,000 unless otherwise stated in the Schedule.

17 Essential Personnel

This Section extends to include loss resulting from the sole purpose of avoiding or diminishing any interruption of or interference with the Business, during the Indemnity Period in consequence of any Trustee, Director or Officer sustaining Injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause during the Period of Insurance which results in their death or will in all likelihood result in permanent disablement which entirely prevents the Insured Person(s) from engaging in their Usual Occupation. The Insurer shall not be liable for any claim in excess of £10,000 (unless otherwise stated in the Schedule). The Maximum Indemnity Period is 3 months unless otherwise stated in the Schedule.
Section 2 | Special Extension

Cancellation, Postponement, Abandonment and Relocation Costs

This Special Extension shall only apply if stated as ‘Included’ in the Schedule.

Definitions applicable to this Special Extension

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

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

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

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

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

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

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

1. Weather
The Insurer will only provide cover for Cancellation, or Postponement, Abandonment or Relocation, of a planned Special Event caused by or due to adverse weather where it:
   a is reasonably deemed by the Insured on the date of the Special Event to pose threat to the safety of those attending
   b results in conditions that any local authority, government organisation or emergency and rescue services consider a threat to the safety of those attending the Special Event
   c prevents the Insured from undertaking the necessary set up time to enable the Special Event to proceed because access to the Special Event venue is physically impossible or there is concern for safety of those responsible for set up.

2. Cancellation due to Non-Appearance
The Insurer will only provide cover for Cancellation of a planned Special Event as a result of the non-appearance of any Principal Performer of the company if:
   a such non-appearance is as a direct consequence of Illness of, or Injury to, such Principal Performer which prevents them, on the advice of a registered medical practitioner, from performing in, or appearing at, any planned Special Event, and
   b no suitable replacement is available.

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

Conditions
If in relation to any claim under this Special Extension, the Insured have failed to fulfil any of the following conditions, the Insurer will not pay that claim.
The Insured must:
1. In the event of a loss, prove to the Insurer’s reasonable satisfaction that the Insured have paid and are unable to recover the expenditure of a planned Special Event or the Insured are legally liable to pay such expenditure and are unable lawfully to avoid such liability;
2. ensure that any contracts in connection with the Special Event are in writing and executed;
3. observe and comply with the requirements of any law, ordinance, court or regulatory body; and
4. make all necessary arrangements for the successful fulfilment of the Special Event.

Exclusions
The Insurer will not provide cover in respect of :-
1. Cancellation, or Postponement, Abandonment or Relocation, a caused by:
   i withdrawal, insufficiency or lack of finance in respect of the Special Event or inadequate sales or profits or anticipated profits arising from the Special Event;
   ii the Insured’s failure to pay, financial failure or default, insolvency, bankruptcy, liquidation, winding up, administration or any arrangement with the Insured’s creditors;
   iii inadequate response or support or withdrawal of support by any person, business or organisation or exhibitor other than those stated in The Cover 2 Cancellation due to Non-Appearance;
   iv any breach of contract by the Insured or the Insured’s Special Event organiser;
   v labour disputes or industrial action;
   vi any public transport travel delays or cancellations;
   vii an illegal or unlawful act committed by the Insured, or any Person Employed or the Insured’s Special Event organiser;
   viii any alterations to, variance or scheduled work to be carried out at the Special Event venue which renders the venue and its facilities unusable unless such alterations, variance or scheduled work were unknown by the Insured at the time of booking;
   ix the Insured’s lack of due care or diligence; or
   x adverse weather in respect of
      1 outdoor or under canvas Special Events with over 500 people attending;
      2 Special Events where the inability to conduct any firework display would result in the Cancellation, or Postponement, Abandonment or Relocation of the entire event unless agreed by the Insurer
   b as a result of:
      i failure to organise necessary licences, authority to hold, permits, visas or other legal requirements prior to the Special Event;
      ii any restrictions imposed by any local authority or rescue or emergency services unless as stated under The Cover 1 Weather b;
      iii National Mourning; or
      iv any restrictions in movement of people or animals or imposition of quarantine due to a Specified Disease or any human infectious disease
   2 the first 10% of each and every loss subject to a maximum of £1,000.
   3 Terrorism.
any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:

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

b any mutation or variation of any virus or disease covered under (a) above, or any other disease caused by any such mutated or varied virus, including, without limitation to the scope of the foregoing:

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

ii any fear or threat of a, b or i above
Part A – Commercial Combined

Section 3 | Specified Business Equipment

All Risks

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

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

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

Section 3 | Exclusions

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

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

3 Mechanical or electrical breakdown
   Damage caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates, but this shall not exclude:
   a loss of, or damage to, surrounding property not forming part of the same machine, apparatus or equipment;
   b such Damage which itself results from a Defined Peril or from any other cause not otherwise excluded;
   c subsequent Damage which itself results from a cause not otherwise excluded.

4 Fraud or unexplained disappearance
   Damage caused directly by or consisting of:
   a acts of fraud or dishonesty on the part of the Insured or any Insured Person, members of their families or any other person to whom Property Insured has been entrusted;
   b unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information, or clerical error;

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

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

7 Process
   Damage (other than by fire) resulting from its undergoing:
   a any process of production or packing;
   b any process of treatment, testing, commissioning, cleaning, servicing, repair or other process;
   but this shall not exclude loss of or damage to surrounding property not forming part of:
   i the same machine;
   ii the same process of production;
   iii the same process of packing, treatment, testing, commissioning, cleaning, servicing, repair or other process.

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

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

10 Terrorism or civil commotion
   Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
   a Terrorism;
   b civil commotion in Northern Ireland;
   c any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

11 Other insurance
   Damage to property more specifically insured by the Insured or on the Insured’s behalf
Section 3 | Clauses

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

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

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

Special Provisions for Clause 1

a The work of reinstatement must be carried out and completed without undue delay; otherwise no payment shall be made beyond the amount which would have been payable in the absence of this Clause.
b When any Property Insured is partially lost, damaged or destroyed, the liability of the Insurers shall not exceed the cost for reinstatement if such Property Insured had been wholly destroyed.
c No payment shall be made until the cost of reinstatement shall have been actually incurred by the Insured otherwise no payment shall be made beyond the amount which would have been payable in the absence of this Clause.
d Property Insured declared to be separately subject to Average:
Where by reason of any of the above Special Provisions, no payment is to be made by the Insurers beyond the amount which would have been payable under the Policy if these Special Provisions had not been incorporated herein, the rights and liabilities of the Insurers and the rights and liabilities of the Insured in respect of the Damage shall be subject to the limits, terms, conditions and exclusions of this Policy, including any condition of Average as if these Special Provisions had not been incorporated herein.

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

2 Incompatibility of Computer Records
This Section extends to include:

a the cost of modifying the Computer Equipment insured under this Policy; or
b the cost of replacing the Computer Equipment together with reinstatement of Data whichever is the lesser;
where such costs are incurred as a result of Damage insured under this Policy to achieve equivalent compatibility with that existing immediately prior to the loss due to undamaged data carrying materials being incompatible with the replacement Computer Equipment provided that:

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

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

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

4 Waste Electrical and Electronic Equipment Disposal
The Insurers will pay for any additional costs necessarily and reasonably incurred by the Insured in complying with the Waste Electrical and Electronic Equipment Disposal Regulations in respect of Property Insured under this Section of the Policy

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

Section 3 | Special Extensions
Each Special Extension shall only apply if stated as ‘Included’ in the Schedule.

1 Index-Linking Extension
The following Extension applies automatically to this Policy unless the Insured has requested (and Insurers have confirmed) its deletion in writing.
It is agreed that the Sums Insured under this Section 3 – Specified Business Equipment All Risks will be indexed each month in line with the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by the Insurers.

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

Section 3 | Extensions
Unless otherwise stated in the Schedule the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1 Hired-in Property and Property on Loan
This Section extends to include cover for loss, damage or destruction insured hereby to property which is hired-in or on loan to the Insured and which is in the custody and control of the Insured and for which the Insured is responsible.
The Insurers’ liability under this Extension is limited to £1,000 (or as otherwise stated in the Schedule or by Endorsement thereto) in respect of any one item and to £2,500 (or as otherwise stated in the Schedule or by Endorsement thereto) in respect of any one Occurrence and in all during the Period of Insurance.
Part A – Commercial Combined

Section 4 | Terrorism

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

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

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

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

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

Section 4 Conditions

1 The Insurer may cancel the cover provided by this Section by sending the Insured 30 days written notice to the Insured’s last known address. The Insurer will refund a proportionate part of any premium paid for the unexpired period provided that there has been no:
   a claim(s) made under this Section for which the Insurer has made a payment or which are still under consideration
   b incident(s) which the Insured are aware of and are likely to give rise to a claim which has already been or is yet to be reported to the Insurer during the current Period of Insurance.

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

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

Section 4] Exclusions
The Insurers will not indemnify the Insured in respect of losses whatsoever:

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

2 unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.

3 directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from:

a damage to or the destruction of any Computer System; or
b any alteration, modification, distortion, erasure or corruption of Data;

in each case whether the Insured’s property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

Proviso to Exclusion 3

1 Covered Loss otherwise falling within Exclusion 3 of this Section will not be treated as excluded by Exclusion 3 solely to the extent that such Covered Loss:
   a results directly (or, solely as regards b.ii below, indirectly) from
      i fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system);
      ii impact of aircraft or any aerial devices or articles dropped from them,
      iii impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
      iv destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
   b comprises:
      i the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Sections 1, 2 or 3; or
   ii the amount of business interruption loss suffered directly by the Insured by way of loss of or reduction in profit, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Sections 1, 2 or 3 or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Sections 1, 2 or 3 by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Sections 1, 2 or 3 to which access is affected; or
   iii the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss; and
   c is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

2 For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude:
   a any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of “Money” as set out in this policy; and
   b any Data.

3 Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph 1b above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph 1a above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs 1a and 1b above from being recoverable under this Section. In no other circumstances however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.
Part A – Commercial Combined

Section 5 | Equipment Breakdown

Special Definitions

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

Accident
means direct physical loss arising out of:
   a  electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force;
   b  artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
   c  Explosion or Collapse where the Covered Equipment is operating under steam or other fluid pressure and is owned or leased by the Insured, or operated under the Insured's control;
   d  any condition or event (not otherwise excluded), occurring inside Covered Equipment, operating under steam or other fluid pressure;
   e  any condition or event (not otherwise excluded), occurring inside hot water boilers or other water heating equipment;
   f  operator error.

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

The Cover
The Insurers agree to provide insurance for loss caused by or resulting from an Accident to Covered Equipment all being equipment owned by the Insured or for which the Insured is responsible:
   1 at the Premises where Section 1 Property Damage All Risks;
   2 within the Territorial Limits where Section 3 Specified Business Equipment All Risks;
   is/are operative and such Covered Equipment is insured either in isolation or in conjunction with:
   3 Section 2 Business Interruption All Risks, and;
   is/are shown as Insured under the Schedule for the current Period of Insurance.

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

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

Section 5 | Exclusions

The Insurers will not be liable for:

1. the Excess.

2. loss or Damage caused by or resulting from:
   a  hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an insulation breakdown test of any type of electrical equipment, or caused by its own Breakdown or Derangement before the satisfactory completion of testing or commissioning;
   b  loss due to solidification, biological activity or spontaneous chemical reaction in the contents of tanks.

3. loss or Damage recoverable under any maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of the Insured's obligations under the agreement.

4. loss or Damage arising from any defect, Virus or Similar Mechanism or any loss of data (other than as specifically provided for under Extensions 2 Computer Equipment, Reinstatement of Data and Increased Costs of Working of this Section, or other situation arising within Data Media).

5. in respect to Section 2 Business Interruption All Risks, delay in resuming operations due to the need to reconstruct or re-input data or Software on Data Media where the Insured has not fully complied with Condition 2 Back Up Records of this Section.

6. loss or Damage or any loss arising from programming errors or design defects in Software.

7. loss or Damage arising from the use of Software on which development has not been finalised or that has not passed all testing procedures and has not been successfully proven.

8. loss or Damage arising from an Accident to Covered Equipment, Computer Equipment or Specified Portable Business Equipment that is prototype, experimental or untried.

9. loss or Damage arising out of depletion, corrosion, erosion, wear and tear or other gradually developing conditions, scratching, denting, rust and oxidisation, damp and mildew, but if loss or Damage from an Accident results, the Insurers shall be liable for that resulting loss or Damage.

10. loss or Damage arising from the wilful act or wilful neglect of the Insured.

11. loss or Damage arising from the failure of the Insured to comply with the manufacturers’ recommendations for the storage of Software and Data Media.

12. the value to the Insured of data stored on the Computer Equipment or Specified Portable Business Equipment.

13. loss or Damage arising from the failure or fluctuation of the electricity supply directly or indirectly caused by:
   a  a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system;
   b  a scheme of rationing not necessitated by accidental damage to the generating or supply distribution equipment; or
   c  the inability of the supplier to maintain the supply system as a result of industrial action.

14. loss or Damage arising as a result of the failure of any telecommunications system directly or indirectly caused by the:
   a  use of equipment by the Insured that is not approved by the telecommunications supplier; or
   b  deliberate act of any telecommunications supplier in withholding or restricting the operation of the telecommunications system or the inability of the supplier to maintain the telecommunications system caused by industrial action.

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loss or Damage arising from:

a. supporting structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;

b. insulating or refractory material;

c. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;

d. water piping other than boiler feedwater piping, boiler condensate, return piping, hot water heating and supply piping, water piping forming a part of a refrigerating or air conditioning system;

e. vehicles, aircraft, floating vessels or any equipment mounted on such vehicle (other than vehicle recovery cranes or equipment), aircraft or floating vessel;

f. mobile plant and equipment (other than fork lift trucks used by the Insured at their Premises) dragline, excavation or construction equipment;

g. equipment manufactured by the Insured for sale;

h. tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands, consumables and auxiliary materials, reagents, toner, coolant and extinguishing medium, development fluids, cassette ribbons, image and sound carriers, light sources, fuses, batteries, filters, cutters, bits, tools or any part requiring periodic renewal or replacement;

i. any electronic equipment (other than Computer Equipment or Specified Portable Business Equipment), used for research, diagnostic, treatment, experimental or other medical or scientific purposes;

j. any Manufacturing Production or Process Equipment;

k. domestic laundry, kitchen, audio visual and home entertainment equipment when such equipment is used in private living quarters;

l. equipment owned by tenants of the Insured;

m. neon signs; or

n. satellite equipment.

Section 5 | Extensions

The following Extensions also apply to loss caused by or resulting from an Accident to Covered Equipment and where shown Computer Equipment or Specified Portable Business Equipment. Unless otherwise stated in the Schedule the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1 Hazardous Substances

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

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

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

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

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

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

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

Provided that:

i. liability is limited solely to the cost of reinstating data copied from previous generations onto Data Media;

ii. the Insurers shall not be liable for any losses discovered later than 6 (six) months after the loss was initiated;

iii. the liability of the Insurers shall not exceed £25,000 in respect of such costs;

iv. the Insurers shall not be liable for loss of or damage to Software;

v. the Insurers shall not be liable under this additional coverage for costs more specifically described under the Increased Costs of Working coverage.

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

3 Business Interruption

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

4 Public Authorities/Law or Ordinance

If an Accident to Covered Equipment damages a Building(s) that is covered under this Policy, and the loss is increased by enforcement of any public authority, ordinance or law in force at the time of the Accident that regulates the construction or repair of buildings, or establishes zoning or land use requirements, the Insurer shall be liable for the following additional costs to comply with such ordinance or law:
a the Insured's actual expenditures for the cost to demolish and clear the site of undamaged parts;
b the Insured's actual expenditures for increased costs to repair, rebuild or construct the Building(s). If the Building(s) is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law;
c loss as described under Section 2 Business Interruption All Risks caused by loss covered in a or b above.
The Insurers shall not be liable for:
   i any fine;
   ii any liability to a third party;
   iii any increase in loss due to a hazardous substance (other than as specifically insured under Section 5 Extensions 1 Hazardous Substances); or
   iv increased construction costs until the building is actually repaired or replaced.
This additional coverage is within and does not increase the Sum Insured shown in the Schedule.

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

6 Hire of Substitute Item
If Covered Equipment, Computer Equipment or Specified Portable Business Equipment is damaged as a result of an Accident, the Insurer will also indemnify the Insured against the cost of hire charges actually incurred by the Insured during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged. The Insurer shall not be liable for more than £5,000 for loss or damage under this coverage.

7 Storage Tanks and Loss of Contents
The insurance under this Section extends to include Damage caused by an Accident to oil storage tanks or water tanks (other than sprinkler system tanks), including connected pipework belonging to the Insured or for which the Insured is responsible at the Premises. In addition, this Extension covers loss of the contents of oil storage tanks caused:
a escape of contents - leakage, discharge or overflow from the oil storage tanks caused by or resulting from an Accident;
b contamination - contamination of the contents of the oil storage tanks caused by or resulting from an Accident, including cleaning costs incurred as a result of such loss.
This additional coverage excludes:
   1 loss caused by fire howsoever the fire may have been caused;
   2 loss resulting from corrosion, erosion or wasting;
   3 contamination of the contents resulting from:
      a the natural settling, separation or accumulation of fluids or materials constituting the normal contents;
      b the deliberate use of fluids or materials in the oil storage for cleaning, flushing or similar purposes;
   4 loss sustained whilst oil storage tanks are in transit between premises;
   5 costs or expenses arising from Pollution or Contamination of property not covered by this additional cover.
The Insurers shall not be liable for more than £7,500 for loss or damage under this coverage.

8 Loss Avoidance Measures
Reasonable costs necessarily incurred by the Insured to take exceptional measures to prevent or mitigate impending damage to Covered Equipment, Computer Equipment or Specified Portable Business Equipment as a result of an Accident. Provided that:
   a damage would reasonably be expected if such measures were not implemented;
b the Insurers are satisfied that Damage has been avoided or mitigated by means of the exceptional measures;
c the amount payable will be limited to the cost of Damage which would have otherwise occurred;
d the terms, conditions and exclusions of this Section and the Policy apply as if damage has occurred;
e if Damage had occurred it would have resulted in a claim that would have been accepted by the Insurers under this Section of the Policy. The Insurers shall not be liable for more than £5,000 for loss or damage under this coverage.

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

10 Repair Investigation Costs
The Insurers will pay for costs (including consulting engineers’ fees) incurred with the prior written consent of the Insurers in conducting investigations and/or tests into possible repair (whether or not successful), replacement or reinstatement following an Accident insured by this Section of the Policy. The Insurers shall not be liable under this Extension for fees incurred in preparing a claim under this Policy. The liability of the Insurers under this Extension shall not exceed £25,000 in any one Period of Insurance.

11 Loss of Interest
The Insurers will pay for loss of interest that the Insured:
   1 would have earned on Money that would have been received; and/or
   2 would not have incurred;
   arising from identifiable transactions carried out, or would but for the Accident have been carried out, by the Computer Equipment or Specified Portable Business Equipment during the Indemnity Period solely in consequence of the occurrence of an Accident insured under paragraph c of Extension 2 Computer Equipment, Reinstatement of Data and Increased Costs of Working during the Period of Insurance.
The liability of the Insurers in respect of any one Period of Insurance shall not exceed £25,000;

12 Incompatibility of Computer Records
The Insurers will also pay the Insured in respect of:
   a the cost of modifying the Computer Equipment or Specified Portable Business Equipment insured under this Policy;
   b the cost of replacing the data carrying materials together with reinstatement of data copied from previous generations of whichever is the lesser:
      i where such costs are incurred as a result of Damage insured under this Policy to achieve equivalent compatibility with that existing immediately prior to the loss due to undamaged data carrying materials being incompatible with the replacement Computer Equipment or Specified Portable Business Equipment, provided that:
         1 the replacement Computer Equipment or Specified Portable Business Equipment is the nearest equivalent to that lost or damaged;
      ii the amount payable under this Extension shall not exceed £50,000 in any one Period of Insurance which shall form part of and not be in addition to cover provided under Section 5 Equipment Breakdown Extensions 2 Computer Equipment, Reinstatement of Data and Increased Costs of Working
      iii any cost of reinstatement of data shall form part of and not be in addition to the limit provided under Section 5 Equipment Breakdown Extensions 2 Computer Equipment, Reinstatement of Data and Increased Costs of Working
Part A – Commercial Combined

Section 6 | Money and Personal Accident
Assault

Section 6A | Money

The Cover
The Insurers shall pay for:

1. the loss of current coinage and the other negotiable instruments listed in paragraph 1 of the General Definitions of Money up to the Sum Insured or Limits of Liability as stated in the Schedule, by any cause not otherwise excluded, whilst in:
   a. a locked safe or strongroom, when outside Business Hours;
   b. the Premises outside Business Hours and not in a locked safe or strongroom;
   c. the personal custody of the Insured or an authorised Insured Person at Business Events; and
   d. the building(s) at the Premises during Business Hours;
   e. the Premises outside Business Hours and not in a locked safe or strongroom;
   f. any machine operated by coins, bank notes or credit and debit cards within the Premises;
   g. at the home of an Insured Person;

2. the cost of repair or replacement in the event of loss of, destruction of or Damage to safes, strongrooms, tills, cash registers, franking machines and special money-carrying cases if loss, destruction or Damage results from the theft or attempted theft of Money; or

3. the loss of crossed cheques and the other non-negotiable instruments listed in paragraph 2 of the General Definitions of Money up to the amount stated in the Schedule by any cause not otherwise excluded whilst within the Territorial Limits;

4. the cost of repair or replacement in the event of loss of, destruction of or Damage to safes, strongrooms, tills, cash registers, franking machines and special money-carrying cases if loss, destruction or Damage results from the theft or attempted theft of Money; or

5. the personal custody of the Insured or an authorised Insured Person at Business Events; and

6. the personal custody of any security company employed by the Insurer whilst in the custody or control of a security company.

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

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

Section 6A | Money Exclusions
The Insurer will not be liable for any loss of Money:

1. caused by fraud or dishonesty of any Insured Person or members of their families or households unless discovered and reported to the Police and the Insurers in writing within 14 (fourteen) days of the actual occurrence and provided the fraud or dishonesty of any Insured Person or members of their families or households is not more specifically insured elsewhere.

2. due to shortages from clerical or accounting errors or omissions, depreciation in value, currency fluctuation or consequential loss or any kind.

3. from an Unattended vehicle.

4. from the Premises outside of Business Hours unless all keys, duplicate keys and combination codes to safes, strongrooms, cash boxes, drawers or filing cabinets from which Money was taken were removed from the Premises at the time of loss.

5. whilst in the custody of any security company employed by the Insured unless specifically mentioned as included up to a limit of liability as stated in the Schedule and the security company is as agreed by the Insurers. However, security companies' contingency cover is granted hereunder in circumstances where loss of, destruction of or Damage to Money in the custody or control of a security company as agreed by the Insurer is not recoverable from such company subject always to the limits of liability as stated herein.

6. caused by or resulting from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer.

7. caused by or resulting from any form of payment which proves to be counterfeit, dishonoured, false, invalid, uncollectible, or irrecoverable for any reason.

Section 6A | Money Conditions
The Insurer will not be liable for any loss of Money unless:

1. outside Business Hours, the Insured ensure that any till or cash register on the Premises is left open and unlocked and empty of Money.

2. negotiable Money (as defined in sub-paragraph 1 of the General Definitions of Money) in transit in excess of £5,000 any one transit, must be accompanied in accordance with the amounts and number of persons detailed as follows:

<table>
<thead>
<tr>
<th>Amount in Transit</th>
<th>Minimum Accompaniment</th>
</tr>
</thead>
<tbody>
<tr>
<td>£5,001 to £7,500</td>
<td>by at least 2 persons</td>
</tr>
<tr>
<td>£7,501 to £10,000</td>
<td>by at least 3 persons</td>
</tr>
<tr>
<td>Over £10,000</td>
<td>by an independent specialist security company carrier</td>
</tr>
</tbody>
</table>

3. a complete record is kept of all Money held by the Insured

4. the Insured upon becoming aware of a loss of any credit card or debit card shall give immediate notice to the organisation which issued the card.
Section 6A | Money Extensions

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

1 Variations in Sums Insured prior to Business Events

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

Section 6B | Personal Accident Assault

The Insurers shall pay for:

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

Schedule of Benefits:

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

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

Limit of Liability

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

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

Section 6B | Personal Accident Assault Exclusions

The Insurer shall not pay any Benefit for:

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

Section 6B | Personal Accident Assault Conditions

1 Benefit shall not be payable by the Insurers in respect of the consequences of any one Assault involving any one Insured Person:
   a under more than one of the types of claim in the Schedule of Benefits; or
   b until the total amount of Benefit has been agreed by the Insurers.

2 In the event of any bodily injury, the Insured Person must place himself/herself under the care of a nurse prescriber or medical or dental practitioner and act upon such medical or surgical advice as is given as soon as practicable.

3 The Insured shall notify the Insurers within 7 (seven) days of the Assault giving rise to the claim, providing all necessary details and obtaining at the Insured's own expense any medical report(s) as may be required by the Insurers.

4 The Insured Person shall at the request of the Insurers submit himself/herself to medical examination at the expense of the Insurers as often as the Insurers deem necessary.

5 Notwithstanding anything to the contrary in Condition 1 above, the Insurers may at their discretion pay any Weekly Benefit Items 4 Temporary Total Disablement or 5 Temporary Partial Disablement due at intervals in arrears of not less than 4 (four) weeks, if the Insured so requests.

6 Benefit shall only be paid by the Insurers on production of medical evidence or other such written evidence from a nurse prescriber or medical or dental practitioner, and in the event of Death of an Insured Person, the Insurers shall be entitled to have a post mortem examination performed.

7 Benefit payable by the Insurers under Capital Benefit Item 2 Loss of Limb(s) or Loss of Sight or Capital Benefit Item 3 Permanent Total Disablement shall not exceed the Insured Person's pre-injury weekly earnings from the Business.
Part A – Commercial Combined

Section 7 | Group Personal Accident

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

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

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

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

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

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

Schedule of Benefits:

<table>
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<tr>
<th>Item</th>
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<td>To pay the Sum Insured per week.</td>
</tr>
<tr>
<td>2</td>
<td>Loss of Limb or Loss of Sight</td>
<td>To pay the Sum Insured per week.</td>
</tr>
<tr>
<td>3</td>
<td>Permanent Total Disablement:</td>
<td>To pay the Sum Insured per week.</td>
</tr>
<tr>
<td>4</td>
<td>Temporary Total Disablement:</td>
<td>Weekly Benefit</td>
</tr>
<tr>
<td>5</td>
<td>Temporary Partial Disablement:</td>
<td>To pay the Sum Insured per week.</td>
</tr>
</tbody>
</table>

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

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

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

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

Provided always that:

- a when an Insured Person suffers more than one form of permanent partial disablement as listed above, the percentages from each will be added together but the Insurer will not pay more than 100% of Capital Benefit Item 3 Permanent Total Disablement
- b any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above. This assessment will be made without reference to the Insured Person’s occupation.
- c if a claim is payable for loss of or loss of use under Capital Benefit Item 3 Permanent Total Disablement in respect of the whole body, a claim for any component part of that part cannot also be made.

Section 7 | Conditions

1 The Insurers shall only be liable:

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

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

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

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

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

3 Interest on Benefit Payable
The Insurer will not pay interest on any Benefit payable.

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

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

6 Any One Occurrence Limit
The maximum amount the Insurer will pay in the aggregate under this section and any other Personal Accident Insurance issued by the Insurer in the Insured’s name in respect of all Insured Person’s suffering accidental Bodily Injury in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance is £5,000,000.
Section 7 | Exclusions

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

2 Sickness or disease
   The Insurer shall not be liable for death or disablement directly or indirectly resulting from any sickness, disease or degenerative condition other than as a direct result of Bodily Injury caused by an Accident.

3 War and other perils exclusion
   The Insurer shall not be liable for expense, loss, damage or indemnity directly or indirectly resulting from or attributable to:
   a War (whether declared or not), invasion, invasion, civil war, armed hostility, rebellion, revolution, overthrow of a legally constituted government, insurrection or military or usurped power, explosion of war weapon(s), act of an enemy foreign to the nationality of the Insured Person or of the country in which the act occurs, or
   b utilisation of chemical weapons or biological weapons, or the release of weapons of mass destruction.
   Bodily Injury sustained as a result of any of the events described in a (above) shall be covered provided that the Insured Person takes no active part and:
   c that the Insured Person's presence in such country or area is:
      i attributable to the scheduled transit or stopover not exceeding 24 (twenty four) hours of an aircraft or sea vessel in which the Insured Person is travelling.
      ii attributable to involuntary diversion or transit due to Hijack, Kidnap or other occurrence beyond the Insured Person's control, provided always that at the time of such Hijack, Kidnap or occurrence the Insured Person were not within the confines of any country or area to which any of the events described in exclusion a. was applicable nor travelling to or from such country or area.
   d for a maximum period of 14 (fourteen) days from the start of the hostilities or of the insurrection, where the Insured Person is surprised by such events and while the Insured Person is out of the Insured Person's country of residence in a country which until that time was in a state of peace.
10 Dependants’ benefit
In the event of a claim being paid under Capital Benefit Item 1 Death the Insurer will pay the Insured an amount for each dependent child (under the age of 18) of the Insured Person of £1,000 up to a maximum of £5,000 in total for all dependent children.

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

12 Adaptation or relocation
In the event of a claim being paid under Capital Benefit Item 3 Permanent Total Disablement in respect of accidental Bodily Injury being sustained by an Insured Person which results in paraplegia or quadriplegia, the Insurer will pay the Insured up to a maximum of £10,000 for reasonable expenses incurred with the Insurer’s prior written consent for:
- a alterations that are required to the Insured Person’s car or home; and
- b estate agent’s fees, stamp duty and removal costs incurred by the Insured Person in order to move to an alternative permanent residence where adaptation of their permanent residence is deemed to be unsuitable.
Part A – Commercial Combined

Section 8 | Goods in Transit

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

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

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

Section 8 | Exclusions

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

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

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

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

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

Section 8 | Conditions

1 It is a condition precedent to the Insurer’s liability that:

a. when any vehicle is left Unattended all windows and doors are closed and all locks and other vehicle manufacturer’s security devices including any key operated immobiliser where fitted and approved by the Insurer, are in actual and complete operation and the keys are removed from the vehicle;
b. when any vehicle is left loaded and Unattended away from the Insurer’s Premises outside the Insured’s normal Business Hours, the vehicle shall be in a locked building or in a locked or continuously supervised public garage or vehicle compound with locked gates. The onus of proving that the loss, destruction or damage did not occur outside the Insured’s normal Business Hours shall be upon the Insured.

2 No claim shall be payable by the Insurer for which no proof of dispatch is provided.

3 The Insured shall maintain their Vehicles in a roadworthy condition and in accordance with the law, and shall ensure all drivers are legally qualified to drive such Vehicles.

Section 8 | Extensions

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

1 Removal of Debris
The Insurer shall pay for the necessary and reasonable costs and expenses incurred by the Insured in:

- removing or reloading the Insured Goods;
- removing debris of such Insured Goods; and
- dismantling or breaking up such Insured Goods;

following the occurrence of an insured loss under this policy provided that:

i. the liability of the Insurer shall not exceed the amount as stated in the Schedule;

ii. this Extension does not cover any costs or expenses in connection with Seepage and/or Pollution or Contamination of any kind or description arising directly or indirectly from any cause.

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

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

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

a. temporarily substituted for the specified vehicle whilst the specified vehicle is out of use for maintenance, repair or official vehicle testing;

b. permanently substituted for the specified vehicle provided that the Insurer are advised in writing within 21 (twenty one) days of the substitution.

5 Transportation accessories
Containers, tarpaulins and ropes belonging to the Insured whilst in or on a vehicle or trailer owned or operated by the Insured are included, up to a limit of £500 in respect of all such items any one Occurrence.
Part A – Commercial Combined

Section 9 | Employers Liability

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

Business
means the business of the Insured as stated in the Schedule and Business Activities, which shall include:
1. the ownership, repair, maintenance and decoration of the Insured’s Premises;
2. the provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and first aid, fire, medical and security services;
3. private work undertaken by any Person Employed for any Trustee, Director or Officer (or Person Employed with the prior consent of the Insured);
4. the maintenance of vehicles and plant owned and used by the Insured.

Territorial Limits
means (unless expressly stated to the contrary in this Section or any other part of this Policy, Schedule or any Endorsement which may be attached to this Policy):
1. Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
2. elsewhere in the world in respect of any Person Employed who is ordinarily resident in, and engaged by the Insured under a Contract of Service or apprenticeship entered into, in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands who is temporarily acting in the course of employment outside of these territories.

The Cover
The Insurers shall indemnify the Insured and any Additional Insured:
1. against legal liability for damages and claimant’s costs and expenses in respect of Injury sustained by any Person Employed caused during the Period of Insurance within the Territorial Limits and arising out of and in the course of employment by the Insured in the Business;
2. in respect of Legal Costs in connection with any Event which is or may be the subject of indemnity under 1 above, and subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

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

Limit of Liability
Irrespective of:
1. the number of parties and/or entities entitled to indemnity;
2. the number of claimants;
3. the liability of the Insurer under this Section including all Extensions in respect of or arising from any one claim or series of claims against the Insured arising out of one Event shall not exceed the Limit of Liability as stated in the Schedule including Legal Costs.

Section 9 | Exclusions
This Section shall not apply to legal liability for damages and claimant’s costs and expenses, or Legal Costs in respect of:

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

2. Work Offshore:
   Injury sustained by any Person Employed whilst Offshore.

Section 9 | Conditions
The indemnity granted by this Section is deemed to be in accordance with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to the compulsory insurance of legal liability to employees. The Insured shall repay to the Insurer all sums paid under this Policy which the Insurer would not have been liable to pay but for the provisions of such legislation.

Section 9 | Extensions
The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

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

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

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

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Part A – Commercial Combined

Section 10 | Public Liability including Hirer’s and Property Owner’s Liability

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

Business
means the business of the Insured as stated in the Schedule and Business Activities, which shall include:
1. the ownership, repair, maintenance and decoration of the Insured’s Premises;
2. the provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and first aid, fire, medical and security services;
3. private work undertaken by any Person Employed for any Trustee, Director or Officer (or Person Employed with the prior consent of the Insured);
4. the maintenance of vehicles and plant owned and used by the Insured.

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

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

Territorial Limits
means (unless expressly stated to the contrary in this Section or any other part of this Policy, the Schedule or any Endorsement which may be attached to this Policy):
1. Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
2. elsewhere in the world in respect of any Person Employed temporarily acting in the course of employment, and who is engaged by the Insured under a Contract of Service or apprenticeship entered into, in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

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

Limit of Liability
1. Irrespective of:
   a. the number of parties and/or entities entitled to indemnity, or;
   b. the number of claimants;
the liability of the Insurers under this Section including all Extensions in respect of any one Event shall not exceed the Limit of Indemnity.
2. Legal Costs payable by the Insurers shall be paid in addition to the Limit of Indemnity unless as otherwise stated in the Schedule, provided that:
   a. if a payment of damages and/or claimant’s costs and expenses exceeding the Limit of Indemnity has to be made by the Insured to settle any claim; and
   b. the Insurers are liable to pay Legal Costs in addition to the Limit of Indemnity;
then the liability of the Insurers for Legal Costs shall be limited to such proportion as the Limit of Indemnity bears to the amount paid by the Insured in settlement of such claim. Nothing contained in this clause shall be construed to vary or override Sections 9, 10 and 11 Conditions 2 Discharge of Liability. However, in respect of any liability subject to the jurisdiction of any Court of Law in the United States of America or Canada, their territories or possessions, and any judgement, award, order or settlement in any such Court or orders for enforcement of judgement, award, order or settlement made elsewhere by way of reciprocal agreement, convention or otherwise, including any order made anywhere in the world to enforce such judgement, award, order or settlement either in whole or in part, the Limit of Indemnity as stated in the Schedule is inclusive of Legal Costs.

Section 10 | Exclusions
This Section shall not apply to legal liability for damages, claimant’s costs and expenses and/or Legal Costs:
1. Injury Sustained by Persons Employed
   for Injury sustained by any Person Employed arising out of and in the course of employment by the Insured in the Business.
2. Product
   directly or indirectly caused by, arising from or in connection with any Product(s)
3. Pollution or Contamination
   directly or indirectly caused by, arising from or in connection with Pollution or Contamination.
4. Vehicles
   arising out of the ownership, possession or use of any mechanically propelled vehicle by or on behalf of the Insured in circumstances where insurance or security is required under the provisions of any road traffic legislation, other than:
   a. mechanical plant while operating as a tool of trade; or
   b. the loading or unloading of any vehicle;
   except in respect of legal liability for which:
   i. insurance or security is required by law; or
   ii. indemnity is provided by any motor insurance contract.
5. Vessels and Craft
   arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to travel in, on or through water and/or air and/or space, or any remotely piloted aerial device, but this Exclusion shall not apply to waterborne craft less than 8 (eight) metres in length on inland or United Kingdom territorial waters.
6. Property in the Insured’s Care, Custody or Control
   in respect of Damage to Property which, at the time of the Event giving rise to such liability is the property of or held in trust by or in the care, custody or control of the Insured or any Person Employed, other than:
   i. personal effects including vehicles and their contents of any Person Employed or visitor to the Insured;
   ii. premises including their contents, not owned by or leased or rented to the Insured; temporarily occupied by the Insured for the purposes of undertaking work in connection with the Business, provided that this paragraph ii shall not include any property to which i above applies;
   iii. premises and their fixtures and fittings leased or rented to the Insured, provided that where such liability has been accepted by agreement, indemnity shall only be provided by the Insurers to the extent that such liability would have attached in the absence of the said agreement.
7 Work Offshore
arising from or in connection with any work undertaken Offshore.

8 Medical Treatment
based upon, or arising directly or indirectly out of the provision of any Medical Treatment

9 Cyber Liabilities
in respect of any claim or loss arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, or failure or loss of Data, resulting directly or indirectly from or in connection with any Virus or Similar Mechanism, or Cyber Breach or unauthorised access to or use of computer and electronic equipment, however the Insurer will not exclude any liability in respect of any ensuing accidental Injury or accidental Damage which is not otherwise excluded.

10 Participant to Participant
directly or indirectly incurred by the Insured arising out of Injury or Damage to Property caused by any participant to any other participant whilst actively participating in a contact sport or other competitive event or training session organised, arranged, hosted, managed or supervised by the Insured or a Person Employed where the sport, event or training session concerned permits direct physical contact, impact or force within its rules.

Section 10 | Clauses

1 Shared Premises
In respect of Injury or Damage happening on the Premises for which the tenants become legally liable and where individual liability for such Damage or Injury cannot be determined, or where such liability may be the joint responsibility of more than one tenant, this Policy will only pay its rateable proportion of such claim, dependent upon the total number of tenants that may bear a proportion of such responsibility. This clause will not apply to Legal Costs incurred in the defence of such claim.

Section 10 | Conditions

1 Loss of or Damage to Underground Services
It is a condition precedent to the liability of the Insurer that when undertaking services which may result in damage to any services located underground that, prior to commencement of any work which involves digging, boring or excavation, the Insured has:
   a taken or caused to be taken all reasonable steps to identify the location of any services under the site of the work;
   b retained a written record of the steps taken to locate any services located underground and a plan of the services located and signature of any third party authorising, advising, directing or indicating the location of underground services;
   c conveyed the location of such services to any party carrying out such work on behalf of the Insured and retained a record.

2 Use of Heat or Flames
It is a condition precedent to the liability of the Insurer that where the Insured is using any process which involves the application of heat away from the Insured’s own Premises:
   a the immediate area in which the operation is to be carried out has been segregated to the greatest practicable extent by screens made of metal and/or fire retardant material;
   b the whole of the segregated area has been adequately cleaned and freed from combustible material before operations commence;
   c combustible floors, substances in or surrounding the segregated area have been liberally covered with sand or protected by overlapping sheets of incombustible material before operations commence;
   d where work is being carried out in any enclosed area an additional Person Employed or an employee of the occupier or of the main contractor is present at all times to guard against the outbreak of fire;
   e such application of heat has been specifically authorised and signed for by the occupier or the main contractor who must also approve the safety arrangements;
   f the following are in readiness for immediate use at the scene of operations:
      i suitable fire extinguishers by number and size for the scope of operations; and/or
      ii hoses connected up for immediate use and successfully tested prior to the commencement of the operations;
   g a thorough examination has been made in the vicinity of the operations approximately one hour after the termination of each operation. In the event that it is not practicable for such examination to be carried out by a Person Employed then appropriate arrangements must be made with and signed off by the occupier;
   h before burning off metal work built into or projecting through walls or partitions an examination has been made including the area on the other side of any walls or partitions to ensure that no combustible material is in danger of ignition either directly or by conducted heat;
   i when the Insured has burnt any debris away from their Premises the following precautions are taken on each occasion:
      i fires are in a cleared area and at a distance of at least 10 (ten) metres from any property;
      ii fires are extinguished at all times;
      iii suitable fire extinguishers by number and size are kept available at the scene of operations for immediate use;
      iv fires are extinguished at least one hour prior to leaving the contract site at the end of each working day;
   v no household rubbish, rubber tyres, plastics, foam or paint is to be burned.

3 Safeguarding Condition
It is a condition precedent to the liability of the Insurer that where the Insured has Service Users who are children under the age of 18 or Vulnerable Adults, the Insured must ensure that:
   a the Insured adheres to and maintains written policies and procedures in accordance with the appropriate National Minimum Care Standard for safeguarding the welfare of any person in their care against abuse, assault or molestation;
   b any person working for the Insured, or on the Insured’s behalf, whether voluntarily or paid, in a role which has unsupervised access to any children under the age of 18 or Vulnerable Adults in the care of the Insured;
      i where eligible, has undergone a satisfactory Standard Disclosure Barring Service (DBS) check, or similar statutory disclosure check prior to engagement,
      ii where undertaking Regulated Activities has undergone an Enhanced Disclosure Barring Service (DBS) with Barred List check, with re-checks every 3 years;
      iii receives formal training in the Insured’s protection policy with formal update training based upon current best practice at intervals not exceeding 3 years;
      iv receives formal induction protection training prior to commencement of their duties and are supervised during their probationary service period;
   c the Insured take all reasonable measures to ensure that they securely retain for no less than 15 years:
      i employment and engagement applications, references, identity verification, records of Disclosure Barring Service (DBS) or similar statutory disclosure checks and related correspondence;
      ii the Insured’s protection policy, revisions and records of the protection policy training delivered to any person working for them or on their behalf in a care role or having unsupervised access to any person in their care.
      iii the Insured’s accident and incident registers
      iv records of any alleged, actual or threatened abuse, assault or molestation and action taken including notifications to the appropriate authorities
      v all referral, assessment, treatment and care plans and related correspondence for any person in the Insured’s care.
4 Facepainting

It is a condition precedent to the liability of the Insurer that where the Insured undertakes face painting the following precautions are observed at all times:

a. Face paint or similar shall not be applied to any person:
   i. who is under three years old;
   ii. who has open cuts or sores;
   iii. who has any known infectious condition such as cold sores, conjunctivitis and the like.

b. Skin tests to be carried out prior to the application where any person has allergic reactions to face paints, skin creams, soaps and the like.

c. All equipment to be cleaned before each application

d. To only use professional face paints that comply with current safety legislation and regulation

Section 10 | Extensions

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

1 Contingent Motor Liability

Notwithstanding Section 10 Public Liability Exclusions 4 Vehicles, the Insurer shall indemnify the Insured (and no other) against legal liability for damages and claimant’s costs and expenses arising out of the use and in the course of the Business of any mechanically propelled vehicle not the property of nor provided by the Insured.

This Extension shall not apply to legal liability for damages and claimant’s costs and expenses:

a. arising while such vehicle is being driven by the Insured or any Additional Insured, other than any Person Employed;

b. in respect of loss of or damage to such vehicle or to any property conveyed therein;

c. arising out of the use of any such vehicle owned by the Insured or provided by any principal for whom the Insured is working or any sub-contractor acting for or on behalf of the Insured;

d. arising outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;

e. notwithstanding Sections 9, 10 and 11 Conditions 3 Other Insurances, where indemnity is provided by any other insurance;

f. caused or arising whilst such vehicle is engaged in racing, pace-making, reliability trials or speed testing; or

g. caused or arising whilst such vehicle is being driven with the general consent of the Insured or their representative by any person who the knowledge of the Insured or other such representative does not hold a licence to drive such a vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence.

2 Movement of Obstructing Vehicles

Section 10 Public Liability Exclusions 4 Vehicles shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the Insured) being driven by the Insured or by any Person Employed with the Insured’s permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned, hired by or lent to the Insured or any Person Employed, provided that:

a. all movements are to vehicles parked on or obstructing the Premises;

b. the vehicle causing obstruction will not be driven by any person unless such person is licensed and/or competent to drive the vehicle;

c. the vehicle causing obstruction is driven by use of the owner’s ignition key; and

d. the Insurers shall not provide indemnity against liability:
   i. in respect of accidental damage to such vehicle;
   ii. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

3 Personal Liability

The Insurers shall indemnify the Insured and, if the Insured so requests, any Person Employed against legal liability for damages and claimant’s costs and expenses, arising directly from accidental Injury or accidental Damage to Property, incurred in a personal capacity, other than in any country or territory which operates under the laws of the United States of America or of Canada, in connection with the Business.

This Extension will not apply to legal liability for damages and claimant’s costs and expenses:

a. arising out of the ownership or occupation of land or buildings, motor vehicle, watercraft or aircraft;

b. notwithstanding Sections 9, 10 and 11 Conditions 3 Other Insurances, where indemnity is provided by any other insurance; and

c. unless the Insurer has the sole conduct and control of all claims.

4 Data Protection (“Claims Made”)

The Insurers shall indemnify the Insured and, if the Insured so requests, any Employee or Trustee, Director or Officer in respect of:

a. legal fees and defence costs;

b. legal liability for damages, and claimant’s costs and expenses, to an individual, the subject of personal data the Insured holds and who suffers material or non-material damage caused by inaccurate data, loss of the data, unauthorised destruction or disclosure of the data;

arising from proceedings first made during the Period of Insurance against the Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The liability of the Insurers under this Extension shall not exceed £1,000,000 in any one Period of Insurance.

The Insurer will not provide indemnity in respect of any:

a. I Injury other than as provided by this clause

b. physical loss, damage or destruction to material property

c. fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence

d. libel, slander or defamation.

e. any consequential losses.

f. liability as a result of the Insured having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by the Insured or any Employee or Trustee, Director or Officer;

g. liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.

h. liability under any penalty clause or any fine or statutory payment.

i. legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.

j. proceedings relating to compensation for any Employee or Trustee, Director or Officer if Section 9 Employers’ Liability of this Policy is not in force.

5 Defective Premises Act

The Insurers shall indemnify the Insured against damages and claimant’s costs and expenses arising out of legal liability in respect of accidental Injury or accidental Damage to Property incurred by the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises disposed of by the Insured.

This Extension will not apply to legal liability:

a. for the costs of remedying any defect or alleged defect in premises disposed of by the Insured;

b. notwithstanding Sections 9, 10 and 11 Conditions 3 Other Insurances, where indemnity is provided by any other insurance.

6 Libel and Slander (“Claims Made”)

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The Insurer will indemnify the Insured in respect of legal liability to pay damages, claimant’s costs and expenses and Legal Costs in respect of claims made against the Insured during the Period of Insurance arising from any act of defamation, libel or slander committed or uttered in good faith by the Insured during the Period of Insurance in the course of the Business, provided always that:

a. the indemnity granted by this Extension shall apply solely to the Insured’s:
   i. in-house, membership and trade publications;
   ii. websites under the Insured’s editorial control;
   iii. contributions under the Insured’s editorial control to public media; and
   iv. speeches, seminars and the like, and including written contributions, by external speakers invited by the Insured;

b. the liability of the Insurer under this Extension shall not exceed £250,000 in any one Period of Insurance.

c. the Insurer will not provide indemnity in respect of:
   i. withdrawing, recalling or replacing any publication;
   ii. liability imposed on the Insured solely by reason of the terms of any contract conditions or agreement.

7 Wrongful Arrest
This Section is extended to include the Insured’s liability arising out of wrongful detention, false or malicious arrest, eviction, malicious prosecution, or false imprisonment.

8 Landowners’ Indemnity
This Section is extended to indemnify in like manner to the Insured any landowner on whose land events or other activities organised by the Insured are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only; but the Insurers shall not be liable in respect of legal liability assumed by the Insured under contract or agreement which would not have attached in the absence of such contract or agreement.

9 Cloakrooms
This Section is extended to include the Insured’s liability in respect of Damage to Property deposited in any cloakroom owned or operated by the Insured provided that:

a. such property is not owned, hired or borrowed by the Insured;

b. an attendant shall be on duty therein throughout the whole of the time the cloakroom is in use or adequately locked if unattended;

c. a disclaimer notice is prominently displayed in or adjacent to the cloakroom;

d. the maximum value for any one article is £1,000 and the maximum amount payable in any Period of Insurance is £10,000.

10 Indemnity to Members Extension
The Insurers will indemnify each individual member of the Insured whilst engaged in activities in connection with the Business as if a separate Policy had been issued to each, provided that such member is not entitled to indemnity under any other insurance, and subject always to the limitations of Section 10 Public Liability Exclusions 10. Participant to Participant.

Nothing in this Extension shall increase the liability of the Insurers to pay any amount exceeding the Limit of Indemnity of the operative Section regardless of the number of persons claiming to be indemnified.

Such members shall as though they were the Insured be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

11 Organised Protests, Marches and Demonstrations
This Section is extended to include the Insured’s liability in respect of Damage to Property and Injury arising out of protests, marches and demonstrations organised by the Insured or attended by Persons Employed provided that:

a. all such protests, marches and demonstrations are approved in advance in writing by the police or other person or body having ownership, control or authority at the location(s) at which the protest, march or demonstration takes place, and that any conditions imposed in granting such approval are adhered to.

b. in respect of protests, marches and demonstrations attended by Persons Employed that this is in the course of the Business.

12 Contractual Liability
The Insurers will indemnify the Insured in respect of any liability arising from accidental Injury or Damage to Property imposed on the Insured solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in the Insurer, but the Insurers shall not be liable in respect of legal liability in respect of any agreement for or including the conduct of Business outside of the United Kingdom, the Isle of Man and the Channel Islands.

13 Property Owners Liability
The Insurer will indemnify the Insured in respect of any liability arising from accidental Injury, Nuisance or Damage to Property arising from the ownership, repair, maintenance and decoration of the Insured’s Premises.
Section 10 Optional Extension – Hirers’ Liability

Where stated in the Schedule (or otherwise by Endorsement hereto) as ‘Insured’ the following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

14 Hirers’ Liability Extension

In respect of any arrangement entered into by the Insured whereby permission is granted to persons, groups or organisations who are not formally constituted under their own trading name or are not otherwise indemnified hereunder for the use of any part of the Insured's property, this Policy extends to indemnify such persons, groups or organisations against legal liability for damages and claimant’s costs and expenses and Legal Costs in respect of Injury sustained by any person and/or Damage to Property or Nuisance arising from such use.

Provided as a condition precedent to the liability of the Insurers that:

1. such persons, groups or organisations are not entitled to indemnity under any other Policy or policies;
2. the Insured shall ensure that the activity of such persons, groups or organisations shall be limited to Hirer Activities;
3. the Insured shall require all such persons, groups or organisations to agree signed and dated terms and conditions of hire;
4. the Insured shall ensure that no contracts are entered into with any person under the age of 18 (eighteen) years old;
5. the Insured shall keep a register of all hirings made.

No liability shall attach to the Insurers in respect of Injury, loss or damage giving rise to a claim:

a. arising out of Care and Treatment other than emergency first aid;
b. made by any member of the group or organisation against another member of the group or organisation.

c. arising out of any persons course of employment by the group or organisation.

Such persons, groups or organisations shall, as though they were the Insured, observe, fulfil and be subject to the terms, conditions and exclusions of this Policy in so far as they can apply. Indemnity in respect of such claims shall not exceed £1,000,000 or other amount as may be shown on the Schedule (inclusive of Legal Costs and other costs and expenses) for any claim or number of claims arising out of any one Event and the Insured shall bear the Excess as stated in the Schedule.

If the liability which is the subject matter of a claim under this Extension is insured under any other insurance, the Insurer shall not be liable under this Policy, except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Extension not been in effect.
Part A – Commercial Combined

Section 11 | Products Liability

Special Definitions
The following words define particular words and expressions only where appearing within this Section 11 – Products Liability

Business

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

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

Excess

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

Insured

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

Territorial Limits

means (unless expressly stated to the contrary in this Section or any other part of this Policy, the Schedule or any Endorsement which may be attached to this Policy), anywhere in the world in connection with any Event, arising out of Products.

The Cover

The Insurers shall indemnify the Insured and any Additional Insured:

1. against legal liability for damages and claimant’s costs and expenses in respect of:
   a. accidental Injury sustained by any person;
   b. accidental Damage to Property;

2. in respect of Legal Costs in connection with any Event which is or may be the subject of indemnity under 1 above;

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

Limit of Liability

Irrespective of:

a. the number of parties and/or entities entitled to indemnity;

b. the number of claimants;

the liability of the Insurers under this Section including all Extensions in respect of any one Event and in the aggregate shall not exceed the Limit of Indemnity as stated in the Schedule.

Legal Costs

payable by the Insurer shall be paid in addition to the Limit of Indemnity unless as otherwise stated in the Schedule, provided that:

a. if a payment of damages and/or claimant’s costs and expenses exceeding the Limit of Indemnity has to be made by the Insured to settle any claim; and

b. the Insurer is liable to pay Legal Costs in addition to the Limit of Indemnity;

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

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

Section 11 | Exclusions

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

1. Product(s)
   a. in respect of loss of or damage to any Product(s) caused by any defect therein or the unsuitability thereof for its intended purpose;
   b. in respect of the costs of recall, removal, repair, alteration, reconditioning, replacement, reinstatement, reduction in value or making any refund in respect of any Product(s) caused or necessitated by the defective condition or unsuitability of any Product(s) or part of such Product(s) to fulfil its intended purpose.

2. Aircraft and Marine Products

arising from or in connection with any Product(s) which to the knowledge of the Insured is or are for use in or incorporation into any craft designed to travel in, on or through air or space or in the safety or navigation of marine craft of any sort.

3. Pollution or Contamination

directly or indirectly caused by, arising from or in connection with Pollution or Contamination.

4. Contractual Liability

in respect of liability assumed under contract or agreement which would not have attached in the absence of such contract or agreement.

5. North American Products

in connection with any Product(s) which to the knowledge of the Insured are exported to the United States of America or Canada, either directly by the Insured, or indirectly through any other third party.

6. Medical Treatment

based upon, or arising directly or indirectly out of the provision of any Medical Treatment.
Sections 9, 10 and 11 | Exclusions
Section 9 Employers’ Liability, Section 10 Public Liability and Section 11 Products Liability of this Policy shall not apply to legal liability:

1 PUNITIVE AND EXEMPLARY DAMAGES
for punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages or any similar compensation ordered by the Courts, or damages that are uninsurable under law.

2 FINES, LIQUIDATED DAMAGES, PENALTY CLAUSES AND PERFORMANCE WARRANTIES
for fines, liquidated damages, penalty clauses or performance warranties or damages that are uninsurable under law.

3 DEFAMATION
in respect of any form of libel, slander or defamation, other than as provided for in Section 10 Public Liability Extensions 6 Libel and Slander and Sections 10 and 11 Extensions 7 Advertising Liability.

4 EXCESS
for the amount of the Excess as stated in the Schedule for each operative Section.

5 NORTH AMERICAN POLLUTION OR CONTAMINATION
directly or indirectly caused by or arising from Pollution or Contamination in the United States of America, or Canada or their territories or possessions.

6 NORTH AMERICAN COMPANIES
arising directly or indirectly from or in connection with any Insured or Subsidiary company domiciled or registered in the United States of America, or Canada, or their territories or possessions.

7 TERRORISM
Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
   a TERRORISM
   b any action taken in controlling, preventing, suppressing or in any way relating to a. above except as stated in Special Provision - Terrorism below.
In any action, suit or other proceedings where Insurers allege that any consequence whatsoever resulting directly or indirectly from or in connection with 7a. and/or 7b. above, regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon the Insured.

Special Provision - Terrorism
Subject otherwise to the terms of the Policy
Neither of the Exclusions in 7a and 7b above shall apply to Section 9 Employers’ Liability, Section 10 Public Liability and Section 11 Products Liability but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including Legal Costs.

Sections 9, 10 and 11 | Conditions

1 EXCESS
No indemnity shall be provided until the applicable Excess for any claim has been paid to and received by the Insurer.

2 DISCHARGE OF LIABILITY
In respect of any claim(s) against the Insured to which a Limit of Indemnity applies, the Insurer may at any time pay the amount of such limit after deduction of any sums already paid or incurred or any lesser amount for which at the absolute discretion of the Insurer, such claim(s) can be settled. The Insurer shall relinquish control of the said claim(s) and be under no further liability in respect thereof except for Legal Costs for which the Insurer may be responsible prior to the date of such payment unless the Limit of Indemnity is inclusive of Legal Costs.

3 OTHER INSURANCES
If at the time of any claim(s) covered by Section 9 Employers’ Liability, Section 10 Public Liability and Section 11 Products Liability of this Policy there is, or but for the existence of this Policy would be any other insurance covering the same legal liability the indemnity afforded by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected and shall be subject to the Limit of Indemnity as stated in the Schedule.

4 CONCESSIONAIRES, SUPPLIERS AND BONA FIDE SUBCONTRACTORS
It is a condition precedent to the liability of the Insurer that the Insured shall require all concessionaires, suppliers and subcontractors engaged by the Insured and operating under their own trading name to have Employers’ Liability (where required by law), Public Liability and Products Liability insurance in full force and effect throughout the currency of this Policy in respect of their liability for Injuries and Damage to Property consequent upon all activities carried out for the Insured and that:
   a where such concessionaires, suppliers and subcontractors are engaged in non-manual or Light Manual work or activity such insurance has a Limit of Indemnity for any one occurrence or series of occurrences arising out of one original cause and in the aggregate where applicable which in the Insured’s opinion is satisfactory in the context of the nature and amount of work being undertaken; or
   b in all other circumstances such insurance has a Limit of Indemnity of £5,000,000 or the limits purchased by the Insured as detailed in Sections 9, 10 and 11 of the Schedule whichever is the lesser, for any one occurrence or series of occurrences arising out of one original cause and in the aggregate where applicable:
   c such insurance extends to indemnify the Insured as principal.
The Insured shall implement a system to as far as reasonably possible check and retain data confirming that such insurance is in force.

5 CHILD MINDING AND CRÈCHE CONDITIONS
It is a condition of this Policy that the Insured shall take all steps to ensure the following stipulations are complied with in connection with the provision of child minding, nursery and/or crèche facilities and shall maintain a written system of check to ensure compliance with the same. The Insured shall:
   a at all times ensure adequate numbers of personnel suitably trained in the provision of first aid to minors are on duty;
   b implement a suitable visual means of identifying Service Users with special medical and/or dietary requirements; and
   c have in force and maintain emergency and/or evacuation procedures in respect of:
      i injuries on or about the premises;
      ii fire, flood or bomb scares; and
      iii missing persons (including children).

6 OVERSEAS BUSINESS TRAVEL
It is a condition of this Policy that the Insured shall advise Insurers in advance of any proposed date of travel by any Person Employed in connection with the Business to:
1 any country or part of any country that the Foreign, Commonwealth and Development Office advises against all travel to;
2 any country or part of any country that the Foreign, Commonwealth and Development Office advises against all but essential travel to.
No indemnity shall be provided under this Policy for travel to the territory(ies) specified in 1 and 2 directly above unless the Insurers have granted their express written permission. The Insurers reserve the right to amend the terms, conditions, limitations and exclusions of this Policy in connection with such travel and to charge additional premium(s) at their discretion.
7 Excluded Activities
If Business Activities will involve, at the risk of the Insured, any of the following:

a. airborne activity or waterborne activity, other than inland waterborne activity as part of an organised and supervised trip or excursion;

b. competitive physical activity or contact sport but not including non-competitive fundraising activity involving cycling, running, rambling and walking;

c. activity involving:
   i. rides on or using animals;
   ii. rides on or using mechanical or electrical equipment other than electric or petrol-driven lawn mowers;
   iii. the use of gymnastic equipment;
   iv. the use of inflatable play equipment;
   v. the use of guns or other weapons or missiles;
   vi. the use of pyrotechnics;
   vii. the erection, maintenance or dismantling of marquees, stages or tiered seating, other than Temporary Structures.

the Insurer shall indemnify the Insured against legal liability for damages and claimant’s costs and expenses only if such activity is:

i. organised, arranged, hosted or supplied by a third party entity, venue, concessionaire, supplier or sub-contractor operating under their own trading name and having Public Liability insurance in full force and effect throughout the duration of the relevant authorities and fireworks manufacturers, Insurers and any cigarettes, tobacco products, and alcoholic beverages, or:

ii. accepted as necessary to provide cover, the Insurer has inadvertently failed to meet the following conditions, the Insurer shall have the right to treat any non-disclosure under the terms of General Condition 17 Non-disclosure, Misrepresentation or Misdescription. This means that the Insurer could accept the claim and charge the additional premium (if any) which would have been applied had the activities been declared, or if the Insurer would not have agreed to provide cover, the Insurer could refund any premium paid and refuse to accept the claim.

8 Bonfire and Fireworks
Where the Insurer has provided written confirmation that fireworks displays or bonfire displays organised by the Insured are accepted as Business Activities, the Insurer shall only be liable in respect of any damages, claimant’s costs and expenses and Legal Costs if the Insured have complied with the following conditions:

a. The Insured comply with any recommendations or instructions of the relevant authorities and fireworks manufacturers;

b. The Insured organise the event in accordance with guidance from the Health and Safety Executive, and the Explosives Industry Group of the CBI;

c. Fireworks used must be obtained from an entity complying with the firework regulations concerning the manufacture and supply of fireworks and not modified in any way;

d. The display and bonfire must be at least 100 metres away from:
   i. Building(s);
   ii. vehicles owned by the Insured;
   iii. flammable or other Dangerous Substances as defined in The Dangerous Substances and Explosive Atmospheres Regulations 2002 and all combustible materials.

9 Litter Picking Condition
Where the Insured undertakes litter picking activities, the Insurer shall only be liable in respect of any damages, claimant’s costs and expenses and Legal Costs if the Insured have in place a written Health and Safety Policy (deemed by the Trustees, Directors or Officers to be satisfactory) in respect of litter pick activities.

a. establishes procedures for the handling of needles and drugs equipment; and

b. requires any Persons Employed to be informed of such procedures prior to the commencement of any litter pick activity.

10 Play Inflatables Condition
Where the Insurer has provided written confirmation that the use of play inflatables by the Insured are accepted as Business Activities, the Insurer shall only be liable in respect of any damages, claimant’s costs and expenses and Legal Costs if the Insured have ensured that:

a. all operators have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices;

b. the maximum number of persons allowed in or on such devices at any time will not exceed the number outlined in the manufacturers’ guidelines or recommendations and such devices are supervised at all times by the operator(s);

c. all outdoor devices have adequate anchorage points which must be used at all times;

d. all devices are inspected daily prior to use and at least annually by a competent person and the records of such inspections retained by the Insured for 3 years; and

i. all defects or risks to health & safety are immediately rectified; or

ii. the device taken out of use until satisfactorily repaired.

Where hired in:

i. the Insured have in place a system of check to ensure that the supplier(s) of the inflatable device(s) has Public and Products Liability insurance and that the Insured keep a written record of their insurer and policy number; and

ii. the limit of indemnity under such policy is £5,000,000 or equivalent to the limit of indemnity under the Public and Products Liability Sections of this policy, whichever is the lesser amount.

Sections 9, 10 and 11 | Extensions
The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Sections 9, 10 and 11 and the Policy.

1 Corporate Manslaughter Legal Defence Costs
The indemnity provided under Section 9 Employers’ Liability, Section 10 Public Liability and Section 11 Products Liability of this Policy is extended to indemnify the Insured in respect of:

a. Legal Costs;

b. prosecution costs awarded against the Insured, incurred with the prior consent of Insurers in the defence of any criminal proceedings, including any appeal against conviction, arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation;

The Insurer shall not be liable in respect of criminal proceedings relating to or arising from:

a. any actual or alleged offence not committed during the Period of Insurance and in the course of the Business;

b. any deliberate act or omission by the Insured or any Trustees, Directors or Officers whilst acting in such capacity which could reasonably have been expected to constitute a breach of the applicable legislation having regard to the nature and circumstances of such act or omission;

c. any fine, penalties or remedial or publicity orders or any steps required to be taken by such orders; or

d. Hire Activities

The Insurer shall not be liable where indemnity is available from any other source or provided by any other insurance or where but for the existence of this extension, indemnity would have been provided by such other source of insurance, except in

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respect of defence costs provided under any other Section of this Policy wherein this Extension shall only operate in respect of any excess beyond the amount payable under any other Section of this Policy.

2 Health and Safety at Work Legal Defence Costs
The indemnity provided under Section 9 Employers’ Liability, Section 10 Public Liability and Section 11 Products Liability of this Policy is extended to indemnify the Insured and, if the Insured so requests, any Employee or Trustee, Director or Officer in respect of:

a) Legal Costs;
b) prosecution costs awarded against the Insured; incurred with the prior consent of Insurers arising from any health and safety inquiry or in the defence of any criminal proceedings, including any appeal against conviction, arising from such proceedings in respect of:

i) the Health & Safety at Work Act 1974 and any amending and/or subsequent legislation;
ii) the Health & Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation.

c) Part II of the Consumer Protection Act 1987

d) Part II of the Food Safety Act 1990.

The Insurer shall not be liable in respect of criminal proceedings relating to or arising from:

a) any actual or alleged offence not committed during the Period of Insurance and in the course of the Business;
b) any deliberate act or omission by the Insured or any Employee, or Trustees, Directors or Officers whilst acting in such capacity which could reasonably have been expected to constitute a breach of the applicable legislation having regard to the nature and circumstances of such act or omission;
c) any fine, penalties or remedial or publicity orders or any steps required to be taken by such orders; or
d) Hirer Activities.

The Insurer shall not be liable where indemnity is available from any other source or provided by any other insurance or where but for the provision of this extension, indemnity would have been provided by such other source of insurance, except in respect of defence costs provided under any other Section of this Policy wherein this Extension shall only operate in respect of any excess beyond the amount payable under any other Section of this Policy.

3 Compensation for Court Attendance
If at the request of the Insurers any Employee or Trustees, Directors or Officers shall attend court as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under these Sections the Insurers shall provide compensation to the Insured at the following rates per day for each day on which attendance is required:

Any Trustees, Directors or Officers £500
Any other Employee £250

4 Indemnity to Principals
The General Definition of Additional Insured includes any principal for whom the Insured is carrying out a contract but only to the extent required by such contract and only if the Insured would have been entitled to indemnity under this Policy notwithstanding such a contract provided that the Principal will comply with and be subject to all terms, conditions and exclusions in this Policy and the full conduct and control of all claims is vested in the Insurers.

5 Crisis Event and Reputation Protection Costs
The Insurer will pay on behalf of the Insured any reasonable costs and expenses incurred with the Insurer’s prior written consent for Public Relations Services to limit adverse publicity arising from any one claim or series of claims against the Insured arising out of any Injury, provided that such costs and expenses do not form part of any order or penalty by any court or Official Body. The Insurer’s total liability under this Extension is £50,000 in the aggregate during the Period of Insurance.

Sections 10 and 11 | Exclusions
Sections 10 and 11 of this Policy shall not apply to legal liability:

1 Professional Services arising from or in connection with:

1a) advice;
1b) design; or
1c) specification;
provided by or on behalf of the Insured
i) for a fee; or
ii) in the performance of a contract for services for which the Insured has received payment, grant or other funding; but this Exclusion shall not apply to Personal Assistance provided by the Insured to Service Users.

Where Section 18 Professional Indemnity of this Policy is operative, the Insurer shall not be liable under Section 10 Public Liability or Section 11 Products Liability for any legal liability for any advice, design or specification provided by the Insured or on behalf of the Insured.

2 Employment Practice Liability arising directly or indirectly, occasioned by, happening through or in consequence of any Employment Wrongful Act

3 Tour Operators directly or indirectly arising from The Package Travel, Package Holidays and Package Tours Regulations 1992 or any subsequent amending or amending legislation of like kind unless such liability would have attached in the absence of such legislation

4 Care and Treatment in respect of Care and Treatment except as otherwise insured by the Sections 10 and 11 Extensions 1 Care and Treatment of this Policy.

5 Asbestos in respect of:

a) exposure to;
b) inhalation of;
c) fears of the consequences of exposure to or inhalation of;
d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of asbestos including any product containing asbestos

Sections 10 and 11 | Extensions
The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Sections 10 and 11 and the Policy.

1 Care and Treatment
Notwithstanding Exclusion 4 of Sections 10 and 11 Exclusions:

a) the Insurers will indemnify the Insured against legal liability to pay damages, claimant’s costs and expenses and Legal Costs in respect of accidental Injury occurring anywhere within the Territorial Limits during the Period of Insurance in connection with the Business caused by professional errors, omissions or neglects in the provision of professional medical and care services arising from Care and Treatment.

b) the maximum the Insurer will pay is the Limit of Indemnity as shown in the Schedule.

c) if in relation to any claim the Insured have failed to ensure that:

i) all Care and Treatment is only undertaken by Persons Employed who are suitably trained and where appropriate, qualified, and;
ii) the relevant National Minimum Standards are complied with in respect of the administration of controlled drugs.

d) the Insurer will lose the Insured’s right to indemnity or payment for that claim.

d) the Insurer will not provide indemnity in respect of legal liability arising from the activities of any nurse prescriber or medical or dental practitioners.
2 Tenants Liability - Hired or Rented Buildings
Notwithstanding Sections 9, 10 and 11 Exclusions 3 Other Insurances, any additional Insured against legal liability for damages and claimant’s costs and expenses in respect of loss of or damage to buildings (including their fixtures and fittings) hired or rented to the Insured and for occupancy by the Insured.

3 Pollution or Contamination
Notwithstanding Section 10 Public Liability Exclusions 3 Pollution or Contamination and Section 11 Products Liability Exclusions 3 Pollution or Contamination the Insurers will indemnify the Insured and any Additional Insured against legal liability for damages and claimant’s costs and expenses in respect of Pollution or Contamination within the Territorial Limits in connection with the Business provided always that:

a) Pollution or Contamination is caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the Period of Insurance;

b) no indemnity shall be provided in respect of activities commenced by or on behalf of the Insured prior to inception of the Period of Insurance or any period of continuous insurance prior to the inception of the Period of Insurance placed under the Insurer.

All Pollution or Contamination which arises out of one incident shall be deemed by the Insurers for the purposes of this Policy to have been caused at the time such happening takes place.

The total liability of the Insurers for all events agreed by the Insurers to have happened during the Period of Insurance in respect of Pollution or Contamination shall not exceed the Limit of Indemnity specified in the Schedule for Section 10 Public Liability in the aggregate for Section 10 Public Liability and Section 11 Products Liability in respect of the Period of Insurance, inclusive of Legal Costs and shall not apply to the discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants and cooling towers, including any form of water or air cooling or heating systems.

4 Cross Liabilities
If the Insured comprises more than one party and/or entity the Insurer shall indemnify each in the same manner and to the same extent as if a separate Policy had been issued to each, provided that the liability of the Insurer shall not exceed the Limit of Indemnity regardless of the number of parties and/or entities entitled to indemnity.

5 Legionellosis (“Claims Made”)
Section 10 Public Liability and Section 11 Products Liability will indemnify the Insured and any Additional Insured against legal liability for damages and claimant’s costs and expenses, and Legal Costs in respect of claims made against the Insured and notified to the Insurer during the Period of Insurance resulting from Injury caused by the discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants and cooling towers, including any form of water or air cooling or heating systems, provided that:

a) the total liability of the Insurer under this Extension shall not exceed £1,000,000 in the aggregate during the Period of Insurance, which amount shall include all costs, expenses and Legal Costs;

b) no indemnity is provided to the Insured in respect of any claims made against the Insured where the Occurrence giving rise to the claim happened prior to the date of inception of this Policy (or the date of inception of any prior Policy issued by insurers which includes this or any cover granted on a similar basis);

c) nothing contained in the foregoing to the contrary shall be deemed to increase the total liability of the Insurers in respect of Pollution or Contamination as stated in Sections 10 and 11 Extensions 3 Pollution or Contamination.

d) the Insured and any Additional Insured complies with the Health and Safety Executive Approved Code of Practice and Guidance “Legionnaires’ disease. The control of legionella bacteria in water systems” or any supplementary or amending Code of Practice

6 Financial Loss (“Claims Made”)
The Insured shall be indemnified against all sums which the Insured may become legally liable to pay as damages and claimant’s costs and expenses and Legal Costs in respect of any claim first made against the Insured and notified to the Insurers during the Period of Insurance for accidental financial loss arising out of a defect in any Product(s), or work carried out negligently by or on behalf of the Insured, subject to the following conditions:

1) the liability of the Insurers under this Extension for damages, claimant’s costs and expenses and Legal Costs shall not exceed £250,000 during the Period of Insurance regardless of the number of claims made against the Insured;

2) the Insured shall bear 10% (ten percent) of each claim, subject to a minimum contribution any one claim of £2,500 including costs, expenses and Legal Costs.

No indemnity is provided to the Insured in respect of:

a) financial loss resulting from Damage to Property, Injury or Nuisance;

b) liquidated damages, fines, penalties or payments of like kind due under any contract or regulation or bylaw whether statutory or not;

c) financial loss arising from any act of fraud or dishonesty by the Insured, or any Additional Insured;

d) loss sustained by the Insured, or any Additional Insured;

e) libel, slander, injurious falsehood, passing off, infringement of trade name, registered design, copyright or patent;

f) breach or alleged breach of antitrust laws;

g) failure to meet delivery deadlines, complete work on time or return property in the care, custody or control of the Insured, or any Additional Insured;

h) the cost or expense of recalling, removing, rectifying, repairing, improving, guaranteeing the performance of or making any refund in respect of any Product(s) or any work to which this Extension applies;

i) any circumstance known to the Insured at inception of the Period of Insurance and which may give rise to a claim;

j) liability for financial loss assumed under any contract or agreement unless expressly attached in the absence of such contract or agreement;

k) financial loss arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;

l) financial loss arising out of and Breach of Duty, professional advice or professional negligence;

m) any claim for diminution in value of Product(s) or any work to which this Extension applies;

n) any claim for diminution in value of Product(s) or any work to which this Extension applies;

7 Advertising Liability (“Claims Made”)
The Insurer will indemnify the Insured in respect of legal liability to pay damages, claimant’s costs and expenses and Legal Costs in respect of claims made against the Insured during the Period of Insurance from any Advertising Injury committed in good faith by the Insured during the Period of Insurance in the course of the Business.

The liability of the Insurers under this Extension shall not exceed £250,000 during the Period of Insurance regardless of the number of claims made against the Insured.

This Extension will not apply to Advertising Injury arising out of: breach of contract; or failure to comply with any Code of Practice; or liability for unauthorised misappropriation of advertising ideas based upon breach or alleged breach of an implied contract; infringement of registered trademarks, patents, registered designs, service marks or trade name, other than infringement of advertising materials, titles or slogans; failure of Products or services to conform with advertised quality or performance; incorrect description or mistake in advertised price of Products or services sold, offered for sale or advertised; advertising activities undertaken on behalf of another party by any Insured engaged in the business of advertising or undertaken for a fee; any statement, broadcast, or publication of material which took place before the inception of the Period of Insurance; an offence committed by the Insured or Additional Insured whose business is primarily advertising, broadcasting, or publishing;
Part A – Commercial Combined

Section 12 | Loss of Licence and/or Registration Certificate

Special Definitions
The following words define particular words and expressions only where appearing within this Section 12 – Loss of Licence and/or Registration Certificate:

Incident means the Insured’s Licence or Registration Certificate being:
1. forfeited, suspended or withdrawn; or
2. refused renewal by the appropriate licensing authority after proper application; due to reasons beyond the control of the Insured.

Indemnity Period means the period beginning with the occurrence of the Incident during which the results of the Business shall be affected in consequence of the Incident, and ending at the date:
1. that the Licence or Registration Certificate is re-instated, or;
2. that the Insured’s interest ceases due their disposal of the Premises, or
3. 12 months thereafter, whichever is the earlier.

The Cover
In the event of an Incident, the Insurer will indemnify the Insured in respect of:
1. loss of Revenue; and
2. the depreciation in value of the Insured’s interest in the Premises or the Business covered by the Licence or Registration Certificate as insured if the Premises or the Business are sold within the Indemnity Period, less any sums already paid under 1 above;
3. Increase in Cost of Working;
4. all costs and expenses incurred by the Insured with the written consent of the Insurers in connection with any appeal against such loss of Licence or Registration Certificate, occurring during the Period of Insurance subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Limit of Liability
The amount payable by the Insurers as indemnity hereunder shall be:
a. in respect of loss of Revenue: the amount by which the Revenue during the Indemnity Period shall, in consequence of the Incident, fall short of the Standard Revenue;
b. in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred by the Insured for the sole purpose of avoiding or diminishing the reduction in Revenue which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Incident, but not exceeding the amount of the reduction in Revenue thereby avoided;
c. in respect of the incident: the amount by which the Revenue would have otherwise been recovered from the Insured during the Indemnity Period.

The liability of the Insurers under this Section shall not exceed the total Sum Insured as stated in the Schedule.

Section 12 | Exclusions

The Insurer will not be liable for loss arising from:
1. such refusal to renew a Licence or Registration Certificate as entitles the Insured to claim compensation under any Statute or legislation;
2. any:
   a. actual or proposed compulsory acquisition of the Premises; or
   b. any scheme of town or country planning, improvement or redevelopment; or
   c. redistribution, reduction in number, or extinguishment of the Licence or Registration Certificate as a result of war damage whether the loss be direct or indirect;
3. alteration after the commencement of the Period of Insurance of the legislation governing the grant, surrender, renewal, suspension, forfeiture, withdrawal or transfer of the Licence or Registration Certificate, unless the Insurers confirm in writing that the Insurance will apply after such alteration;
4. failure:
   a. other than for good cause to keep open the Premises during the permitted hours;
   b. to comply with any direction or requirement of the Licensing or other authority; or
   c. to maintain the Premises in good sanitary and general repair;
5. loss of Licence or Registration Certificate occasioned wholly or in part by any act or omission by the Insured or by failure of the Insured to take all reasonable action to maintain the Licence or Registration Certificate in force.

Section 12 | Conditions

1. Duties of the Insured
   It is a condition precedent to the liability of the Insurer that the Insured shall give the Insurers written notice within 14 (fourteen) days of receiving information whether oral or written that:
a. any notice, caution or complaint has been given or made against the Premises or the tenant, manager, occupier or Licence or Registration Certificate holder or that such person has been summoned or charged with or convicted of or committed for trial for any offence whatsoever;
b. an application for renewal is to be opposed or that its consideration is adjourned or referred to any compensation authority or the Licence or Registration Certificate holder is required to give any undertaking or if structural alterations are required;
c. the Licence or Registration Certificate holder has died, become bankrupt, absconded or been rendered incapable by sickness or other infirmity of carrying on the Business.

2. Claims
   It is a condition precedent to the liability of the Insurer that the Insured shall give the Insurer written notice within 14 (fourteen) days of:
a. the Incident; or
b. any event coming to the knowledge of the Insured which is likely to prejudice the Licence or Registration Certificate.

Such notice is to state (as far as the Insured is able) the grounds on which any order was made or the particulars of the relevant event. The Insurers shall be entitled to appeal in the name of the Insured against any such loss of Licence or Registration Certificate and shall have full discretion in the conduct of any proceedings for which the Insured shall give the Insurer all such assistance as the Insurer may require.
3 Alterations
It is a condition precedent to the liability of the Insurer that:
  a no alterations to the Premises shall be made without the sanction of the Licencing or other competent authority;
  b no application shall be made for the removal of the Licence or Registration Certificate to other premises nor shall any offer be made to surrender or discontinue any Licence or Registration Certificate without the written consent of the Insurer;
  c the Insured shall from time to time give all such information as the Insurer may require for any purpose connected with this Insurance and the risk hereby insured against and any of the duly authorised representatives of the Insurer may at all reasonable times enter and inspect the Premises.

4 The Rights of the Insurers
It is a condition precedent to the liability of the Insurer that:
  a the Insurers shall exercise against the tenant, manager or occupier of any Premises and the Licence or Registration Certificate holder all rights, powers and privileges which the Insured may be entitled so to exercise and which may be calculated to protect the Licence or Registration Certificate against loss or to protect the interest of the Insured;
  b the Insured shall make all such applications including applications to the Magistrates Court for a protection order and generally do all such acts or things which the Insured may be entitled to do under the appropriate legislation or otherwise and which are calculated or intended to prevent the loss of the Licence or Registration Certificate by the death, bankruptcy or incapacity of any tenant, manager, occupier or Licence or Registration Certificate holder or if any such person shall abscond or be convicted of any offence the Insured shall procure a suitable person to replace them and forthwith make application for the transfer of the Licence or Registration Certificate or grant of the Licence or Registration Certificate by way of renewal to such other person.
Part A – Commercial Combined

Section 13 | Motor No Claims Discount and Excess Protection

Special Definitions
The following words define particular words and expressions only where appearing within this Section 13 – Motor No Claims Discount and Excess Protection

Excess
means any voluntary excess under a current private motor vehicle Policy together with any standard printed Policy excess, but this shall not include:
1 any excess imposed as a compulsory excess following an Insurer’s underwriting consideration of a Proposal form or renewal of such Policy;
2 the amount of any such excess which is recovered from a third party.

The Cover
The Insurers will indemnify the Insured against any losses incurred by any Insured Person as a result of the loss or reduction of their No Claims Discount or the payment of the Excess, in connection with a Motor Accident whilst acting as a Voluntary Driver.

Limit of Liability
The Insurers will indemnify the Insured following:
1 loss of or reduction in No Claims Discount under a current private motor vehicle insurance Policy held by the Insured Person;
2 payment of the Excess under a current private motor vehicle Policy held by the Insured Person;
following an accident involving a private motor vehicle, which at the time of the Motor Accident is being used by the Insured Person whilst acting as a Voluntary Driver.

In the event of loss of No Claims Discount, the Insurers will pay the loss or reduction in the ensuing year’s No Claims Discount plus the annual difference if any thereafter between the discount earned and the discount which would have been earned had the accident not occurred. The calculation(s) of the amounts to be paid shall be based on the scale of discount in force at the time of the accident, such amount payable not exceeding in all the sum of £500 or the amount of the damage if less than the discount reduction. No payment will be made for the temporary loss of No Claims Discount.

Section 13 | Conditions

The following Conditions apply to this Section:

1 Driver Conditions
The Insured shall implement and maintain a written register of Insured Persons acting as Voluntary Drivers declared for cover under this Section and in respect of which the premium has been calculated. The Insured shall further ensure that it maintains a system of check to ensure compliance by all such Insured Persons with the following Driver Conditions:

a no vehicle used shall be capable of carrying more than 16 (sixteen) passengers or modified in any way;
b any Insured Person acting as a Voluntary Driver:
   i shall not perform such activity for hire or reward other than the reimbursement of expenses incurred;
   ii shall be in possession of valid Motor Insurance, a current Ministry of Transport Vehicle Test Certificate where applicable and a Road Fund Licence for the vehicle;
   iii shall have the prior agreement of his or her motor insurers prior to performing any transport duties on behalf of the Insured and shall provide evidence of their agreement to the Insured;
   iv shall maintain his or her vehicle in a roadworthy condition at all times;
   v shall comply with all aspects of road traffic legislation and any subsequent or amending legislation at all times;
   vi shall be in possession of a valid United Kingdom driving licence to drive the vehicle and any such driving licence shall be free of endorsements other than endorsements for speeding, parking offences, and Traffic Signal Offences not exceeding 6 (six) points in total.

Substantiation
It is a condition precedent to the Insurer’s liability that in substantiation of a claim under this Section the Insured Person shall provide a letter from the private motor vehicle insurers stating:

a the amount of No Claims Discount permanently lost;

b the scale of discount;
c the date of the occurrence and accident location;
d the amount of the Excess and whether this was voluntary, part of the standard printed wording or compulsorily imposed; and
e the amount of any such Excess which is recovered from a third party.

The Insured Person shall also provide any further documentation, which may be reasonably required by the Insurers.
Part B - Legal Expenses

Section 14 | Legal Expenses

This Section of the Policy is administered by DAS Legal Expenses Insurance Company Limited via their agreement with Aviva Insurance Limited.

Claims and helpline
As soon as You are aware of an incident, You should get legal advice from the legal helpline on 0345 300 1899 without delay.

Please have Your Policy number to hand. If You think that You might need to claim, contact the helpline on 0345 300 1899 and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing.

A claim form is available to download at www.aviva.co.uk/legalprotection.

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You from time to time.

Special Definitions
The following words define particular words and expressions only where appearing within this Section 14 – Legal Expenses

Injury
means bodily injury or death but does not mean any sickness, disease or naturally occurring condition or degenerative process.

Insured
means the Insured as stated in the Schedule and at the Insured’s request any Insured Person.

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

1. Reasonable Prospects exist for the duration of the claim;
2. the Date of Occurrence of the insured incident is during the Period of Insurance;
3. any legal proceedings will be dealt with by a court, or other body which Insurers agree to, within the Countries Covered, and;
4. the insured incident happens within the Countries Covered.

What Insurers will pay
Insurers will pay an Appointed Representative, on the Insured’s behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that Insurers have agreed to, provided that:

1. the most Insurers will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the Limit of Indemnity in the Schedule;
2. the most Insurers will pay in Costs and Expenses is no more than the amount Insurers would have paid to a Preferred Law Firm or Tax Consultancy;
3. in respect of an appeal or the defence of an appeal, the Insured must tell the Insurer within the time limits allowed that the Insured wants to appeal. Before Insurers pay the Costs and Expenses for appeals, Insurers must agree that Reasonable Prospects exist;
4. for an enforcement of judgment to recover money and interest due to the Insured after a successful claim under this policy, Insurers must agree that Reasonable Prospects exist;
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most Insurers will pay in Costs and Expenses is the value of the likely award, and
6. in respect of Legal Defence 6 Jury Service and Court Attendance the maximum Insurers will pay is the Insured Person’s net salary or wages for the time that the Insured Person is absent from work less any amount the court pays.

What Insurers will not pay
1. In the event of a claim, if the Insured decides not to use the services of a Preferred Law Firm or Tax Consultancy, the Insured will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Insurers.
2. The total of the compensation awards payable by Insurers shall not exceed £1,000,000 in any one Period of Insurance.
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000.
4. The Insurers will not provide indemnity in respect of bodily injury including death, illness, disease or nervous shock, wrongful arrest, detention, imprisonment, eviction and accusation of shoplifting arising out of:
   a. the alleged, actual or threatened Abuse of any person;
      i. in the care of;
      ii. under the protection of the Insured or any one working for or on behalf of the Insured;
   b. the negligent:
      i. employment;
      ii. investigation;
      iii. supervision;
      iv. reporting to the proper authorities or the failure to report retention of any person for whom the Insured is or ever was legally responsible and whose conduct is excluded by a above.

Section 14 | Insuring Clauses

EMLOYMENT DISPUTES AND COMPENSATION AWARDS

1. Employment Disputes
   Costs and Expenses to defend the Insured’s legal rights:
   a. before the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
   b. in unfair dismissal disputes under the ACAS Arbitration Scheme; or
   c. in legal proceedings in respect of any dispute relating to:
      i. a contract of employment with the Insured; or
      ii. an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

What is not covered under Employment Disputes
A claim relating to the following:

1. a dispute where the cause of action arises within the first 90 days of the start of the policy
2. a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of the policy if the Date of Occurrence was within the first 180 days of the start of the policy
3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of the policy
4. damages for personal injury or loss of or damage to property
2 Compensation awards

Insurers will pay:
1 any basic and compensatory award; and/or
2 an order for compensation following a breach of the Insured’s statutory duties under employment legislation in respect of a claim Insurers have accepted under Insuring Clause 1.

Provided that:

a in cases relating to performance and/or conduct, the Insured has throughout the employment dispute either:
   i followed the ACAS Code of Practice on Discipline and Grievance; or
   ii followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
   iii sought and followed advice from DAS legal advice service

b for an order of compensation following the Insured’s breach of statutory duty under employment legislation the Insured has at all times sought and followed advice from DAS legal advice service since the date when the Insured should have known about the employment dispute

c for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the Insured has sought and followed advice from DAS Claims Department before starting any redundancy process or procedure with Employees

d the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by Insurers.

The total of compensation awards payable by Insurers is £1,000,000 in any one Period of Insurance.

What is not covered under Compensation Awards

1 Any compensation award relating to the following:
   a trade union activities, trade union membership or non-membership;
   b pregnancy or maternity rights, paternity, or adoption rights;
   c health and safety related dismissals brought under Section 44 of the Employment Rights Act 1996;
   d statutory rights in relation to trustees of occupational pension schemes.

2 Non-payment of money due under a contract of employment or a statutory provision.

3 Any award ordered because the Insured has failed to provide relevant records to Employees under National Minimum Wage legislation.

4 A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

5 Employee civil legal defence Costs and Expenses to defend the Insured Person’s (other than the Insured’s) legal rights if an event arising from their work as an Employee leads to civil action being taken against them:
   a under legislation for unlawful discrimination; or
   b as trustee of a pension fund set up for the benefit of Employees.

Please note that Insurers will only provide cover for an Insured Person (other than the Insured) at the Insured’s request.

6 Service occupancy Costs and Expenses to pursue a dispute with an Employee or former Employee to recover possession of premises owned by, or for which the Insured is responsible. Any claim relating to defending the Insured’s legal rights other than defending a counter-claim.

LEGAL DEFENCE

Costs and Expenses to defend the Insured Person’s legal rights:

1 Criminal pre-proceedings cover prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence

2 Criminal prosecution defence following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

Please note Insurers will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business.

3 Data protection and Information Commissioner registration

The Insurer will:

a i defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation.
   ii pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing, provided that the Insured are registered with the Information Commissioner at the time of the incident giving rise to the action.

b represent the Insured in appealing against the refusal of the Information Commissioner to register the Insured’s application for registration.

4 Wrongful arrest

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

5 Statutory notice appeals

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

6 Jury service and court attendance

An Insured Person absence from work:

a to perform jury service

b to attend any court or tribunal at the request of the Appointed Representative.

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

Provided that:

a for claims relating to the Health and Safety at Work etc Act 1974 the Countries Covered shall be any place where the Act applies;

b at the time of the insured incident, the Insured has registered with the Information Commissioner in respect of Insuring Clause 3 Data protection and Information Commissioner registration;

c The Insured requests Insurers to provide cover for the Insured Person.

What is not covered under Legal Defence

A claim related to the following:

1 an appeal against the imposition or terms of any Statutory Notice issued in connection with the Insured’s licence, mandatory registration or British Standard Certificate of Registration;

2 a Statutory Notice issued by an Insured Person’s regulatory or governing body.

Please note this exclusion applies to sections 1 and 2 of the Legal Expenses section of the policy:

STATUTORY LICENCE APPEAL

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel your licence, mandatory registration or British Standard Certificate of Registration.

What is not covered under Statutory Licence Appeal

A claim relating to the following:

1 assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration

2 the ownership, driving or use of a motor vehicle.
**CONTRACT DISPUTES**

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by the Insured or on the Insured’s behalf for the purchase, hire, sale or provision of goods or services.

Provided that:

a. the amount in dispute exceeds £500 (incl VAT).

b. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)

b. if the dispute relates to money owed to the Insured, a claim under the policy is made within 90 days of the money becoming due and payable.

**What is not covered under Contract Disputes**

1. A dispute arising from an agreement entered into prior to the start of the policy if the Date of Occurrence is within the first 90 days of the cover provided by the policy.

2. The settlement payable under an insurance policy (Insurers will cover a dispute if the Your insurer refuses Your claim, but not for a dispute over the amount of the claim).

3. The sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, Insurers will cover a dispute with a professional adviser in connection with these matters.

4. A personal injury that happens gradually.

5. A motor vehicle owned by, or hired, or leased to the Insured other than agreements relating to the sale of motor vehicles where the Insured is engaged in the business of selling motor vehicles.

6. The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

**PROPERTY PROTECTION**

A civil dispute relating to material property which is owned by the Insured, or is the Insured’s responsibility following:

1. any event which causes physical damage to such material property; or

2. a legal nuisance (meaning any unlawful interference with the Insured’s use or enjoyment of the Insured’s land, or some right over, or in connection with it); or

3. a trespass.

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

**What is not covered under Property Protection**

A claim relating to the following:

1. a contract the Insured has entered into

2. goods in transit or goods lent or hired out

3. goods at premises other than those occupied by the Insured unless the goods are at the premises for the purpose of installations or use in work to be carried out by the Insured

4. mining subsidence

5. defending the Insured’s legal rights but we will cover defending a counter-claim

6. a motor vehicle owned or used by, or hired or leased to an Insured Person (other than damage to motor vehicles where the Insured is in the business of selling motor vehicles)

7. the enforcement of a covenant by or against the Insured.

**PERSONAL INJURY**

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

**What is not covered under Personal Injury**

A claim relating to the following:

1. any illness or bodily injury that happens gradually

2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury

3. defending an Insured Person’s or their family members’ legal rights other than in defending a counter-claim

4. clinical negligence.

**TAX PROTECTION**

1. A Tax Enquiry.

2. An Employer Compliance Dispute.

3. A VAT Dispute.

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

Please note Insurers will only cover tax claims which arise in direct connection with the activities of the Business.

**What is not covered under Tax Protection**

1. Any tax avoidance schemes.

2. Any failure to register for Value Added Tax or Pay As You Earn.

3. Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.

4. Any claim relating to import or excise duties and import VAT.

5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

**Section 14 | Exclusions**

Insurers will not pay for the following:

1. Late reported claims

Any claim reported to the Insurer more than 180 days after the date the Insured Person should have known about the incident giving rise to a claim.

2. Costs Insurers have not agreed

Costs and Expenses incurred before the Insurer's written acceptance of a claim.

3. Court awards and fines

Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under Insuring Clauses Employment Disputes and Compensation Awards and Legal Defence.

4. Legal action Insurers have not agreed

Legal action an Insured Person takes which Insurers or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Insurers or the Appointed Representative.

5. Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

6. Deliberate acts

Any insured incident deliberately or intentionally caused by an Insured Person.

7. Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by the Insured.

8. Dispute with DAS

A dispute with Insurers.
9 Shareholding or partnership disputes
Any claim relating to a shareholding or partnership share in the Business.

10 Judicial review
Costs and Expenses arising from or relating to judicial review, coroner’s inquest or fatal accident inquiry.

11 Bankruptcy
Any claim where either at the start of, or during the course of a claim, the Insured:
   a. is declared bankrupt
   b. has filed a bankruptcy petition
   c. has filed a winding-up petition
   d. has made an arrangement with Your creditors
   e. has entered into a deed of arrangement
   f. is in liquidation
   g. part or all of the Insured’s affairs or property are in the care or control of a receiver or administrator.

12 Defamation
Any claim relating to written or verbal remarks that damage the Insured Person’s reputation.

13 Calendar date devices
Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

14 Litigant in person
Any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

Section 14 | Conditions

1 Insured’s representation
   a. On receiving a claim, if representation is necessary, Insurers will appoint a Preferred Law Firm or Tax Consultancy or in-house lawyer as the Insured’s Appointed Representative to deal with the claim. We will try to settle Your claim by negotiation without having to go to court.
   b. If the appointed Preferred Law Firm or Tax Consultancy or the Insurers in-house lawyer cannot negotiate settlement of the Insured’s claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the Insured may choose a law firm or tax expert to act as the Appointed Representative. Insurers will choose the Appointed Representative to represent the Insured in any proceedings where Insurers are liable to pay a compensation award.
   c. If the Insured chooses a law firm as its Appointed Representative who is not a Preferred Law Firm or Tax Consultancy, Insurers will give the Insured’s choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or Tax Consultancy. However if the insured’s chosen law firm refuse to act on this basis, the most Insurers will pay is the amount they would have paid under the DAS Standard Terms of Appointment.
   d. The Appointed Representative must co-operate with Insurers at all times and must keep Insurers up to date with the progress of the claim.

2 Insured’s responsibilities
An Insured Person must:
   a. co-operate fully with Insurers and the Appointed Representative or Preferred Law Firm or Tax Consultancy;
   b. give the Appointed Representative any instructions that Insurers ask the Insured to.

3 Offers to settle a claim
   a. An Insured Person must tell the Insurers if anyone offers to settle a claim and must not negotiate or agree to any settlement without Insurers’ written consent.
   b. If an Insured Person does not accept a reasonable offer to settle a claim, Insurers may refuse to pay further Costs and Expenses.
   c. Insurers may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow Insurers to take over and pursue or settle a claim in their name. An Insured Person must allow Insurers to pursue at Insurers own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give Insurers all the information and help Insurers need to do so.
   d. Where a settlement is made on a without-costs basis Insurers will decide what proportion of that settlement will be regarded as Costs and Expenses and payable to Insurers.

4 Assessing and recovering costs
   a. An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if Insurers ask for this.
   b. An Insured Person must take every step to recover Costs and Expenses and court attendance and jury service expenses that Insurers have to pay and must pay Insurers any amounts that are recovered.

5 Cancelling an Appointed Representative’s appointment
If the Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Appointed Representative without good reason, the cover Insurers provide will end at once, unless Insurers agree to appoint another Appointed Representative.

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

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

8 Arbitration
If there is a disagreement between the Insured and Insurers about the handling of a claim and it is not resolved through Insurer’s internal complaints procedure and the Insured is a small business, you can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk.
Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by the Insured and Insurers. If there is a disagreement over the choice of arbitrator, Insurers will ask the Chartered Institute of Arbitrators to decide.

9 Keeping to the policy terms
An Insured Person must:
   a. keep to the terms and conditions of this policy
   b. take reasonable steps to avoid and prevent claims
   c. take reasonable steps to avoid incurring unnecessary costs
   d. send everything Insurers ask for in writing, and
   e. report to Insurers full and factual details of any claim as soon as possible and give Insurers any information they need.

10 Other insurances
If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, Insurers will only pay their share of the claim even if the other insurer refuses the claim.
Part C – Executive Risks

Section 15 | Trustees, Directors and Officers Liability

The Cover

The Insurer will, subject to all the terms, conditions and exclusions of the Policy and of this Section agree:

1 Trustees, Directors and Officers
To indemnify or pay on behalf of any Trustee, Director or Officer for Loss sustained as a result of any Claim which is first made during the Period of Insurance against such Trustee, Director or Officer arising from any Wrongful Act, except for Loss which is recoverable under any other Insuring Clause.

2 Company Reimbursement
To indemnify or pay on behalf of the Insured for Loss sustained as a result of any Claim which is first made against any Trustee, Director or Officer during the Period of Insurance arising from a Wrongful Act where an indemnity has been given or lawfully is required to be given by the Insured to the Trustee, Director or Officer.

3 Corporate Wrongful Acts
To indemnify or pay on behalf of the Insured for Loss sustained as a result of any Claim first made against the Insured during the Period of Insurance and arising from a Corporate Wrongful Act.

4 Investigation Costs
To pay on behalf of any Trustee, Director or Officer or the Insured for any Investigation Costs where the relevant investigation is first initiated during the Period of Insurance.

Limit of Indemnity

The limit of the Insurer’s liability under this Section of the Policy shall be in the amount set out in the Schedule and shall be the maximum aggregate amount payable hereunder in the Period of Insurance inclusive of Costs, Charges and Expenses. Any inner limits shown are, unless specified in the relevant Extension, within and not in addition to the Limit of Indemnity and apply in the aggregate in the Period of Insurance. If more than one Claim arises from the same Wrongful Act, then it will be deemed a single Claim.

The Excess

Where an Excess is stated in the Schedule, no Claim for Loss shall be paid by the Insurers until the applicable Excess is exceeded; the only exception being when the Insured is unable to make actual indemnification to the Insured by reason of insolvency. If a Claim is covered in part under more than one Insuring Clause, the higher Excess of the applicable Insuring Clause shall apply.

Section 15 | Exclusions

The Insurers shall not be liable to make any payment for Loss, or Costs, Charges and Expenses:

1 Bodily Injury and Property Damage
arising directly or indirectly out of:
   a Injury, death, illness, disease, sickness, mental anguish, emotional distress; however this Exclusion shall not apply to Investigation Costs and Costs, Charges and Expenses as provided under Section 15 Extensions 15 Bodily Injury Defence Costs or Extensions 17 Corporate Manslaughter Defence Costs
   b damage to, destruction of, or loss of use of any tangible property, but this Exclusion shall not apply to Investigation Costs and Costs, Charges and Expenses as provided in Section 15 Extensions 16 Property Damage Defence Costs

2 Conduct
   arising directly or indirectly out of:
   a any proven dishonest, fraudulent or criminal act or omission of any Trustee, Director or Officer;
   b any Trustee, Director or Officer gaining any personal profit or advantage to which they were not legally entitled either at law or in equity;
   c the return by any Trustee, Director or Officer of remuneration to which they were not legally entitled either at law or in equity;
   d any Wrongful Act which the Trustee, Director or Officer knew to be a Wrongful Act or which was committed in reckless disregard of whether or not it was a Wrongful Act, provided that any Wrongful Act pertaining to any Trustee, Director or Officer shall not be imputed to any other person for the purposes of determining the applicability of this Exclusion.

3 Related Parties
   initiated, commenced or brought by the Insured or by any Trustee, Director or Officer except where such Claim is:
   a for indemnity or contribution in respect of an independent third party;
   b brought by or under the direction of an administrator, liquidator or receiver;
   c brought by a shareholder, member, or a group of shareholders or members of the Insured in the name of the Insured without the involvement of any Trustee, Director or Officer as provided for under Section 15 Extensions 13 Pollution Claims, or Section 15 Extensions 14 Shareholder Action; for Costs, Charges and Expenses in respect of the Claim brought by the Insured.

4 Pollution
   based upon, or arising directly or indirectly out of:
   a actual or alleged seepage, Pollution or Contamination of any kind;
   b the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of Loss which may have contributed concurrently or in any sequence to a Claim; except as may be provided by way of Section 15 Extension 13 Pollution Claims

5 Geographical Limits
   brought under a law outside the Geographical Limits or under the laws of countries outside the Geographical Limits or brought to enforce a judgement obtained in any court of law or under the laws of any country outside the Geographical Limits.

6 Pension Trustees
   based upon, or arising directly or indirectly out of any Trustee, Director or Officer acting in the capacity of trustee or fiduciary or administrator of any Benefit Scheme, except as may be provided by way of Section 15 Extensions 10 Pension Claims

7 Professional Indemnity
   based upon, or arising directly or indirectly out of the performance of or failure to perform professional or consulting or advisory or design services for others whether or not a fee is charged or received in respect of such services

8 Insolvency
   based upon, or arising directly or indirectly out of:
   a the insolvency or liquidation or receivership or administration (voluntary or otherwise) of the Insured; or
   b if before the commencement of the winding up, the Trustee, Director or Officer knew or ought to have known there was no reasonable prospect of the Insured avoiding going into insolvent liquidation or insolvent administration, any court declaration in the course of the winding up of the Insured and on the application of the liquidator or administrator, that such Trustee, Director or Officer is liable to make a contribution to the Insured’s assets.
Additional Exclusions applying to The Cover 3 Corporate Wrongful Acts only

9 Breach of Contract
Based upon, or arising directly or indirectly out of the giving by the Insured of any warranty, indemnity or guarantee or financial obligation assumed by the Insured under contract except to the extent that such liability would have attached in the absence of such contract or agreement but that this Exclusion shall not apply in relation to Costs, Charges and Expenses covered under Section 15 Extensions 18 Corporate Breach of Contract Defence Costs.

10 Breach of Copyright
Based upon, or arising directly or indirectly out of any misappropriation, infringement or breach of copyright, patent, trademark, trade secret, misuse of confidential information, infringement of data law protection, the tort of passing-off or intellectual property rights except for Costs, Charges and Expenses covered under Section 15 Extensions 19 Corporate Breach of Copyright Defence Costs.

11 Defamation, Libel or Slander
Based upon, or arising directly or indirectly out of any actual or alleged libel, slander or defamation.

12 Employment Wrongful Acts
Based upon, or arising directly or indirectly out of any Employment Wrongful Act.

Section 15 | Conditions

1 Termination
In the event that:

a. there is a complete change of control of the Insured or the Insured is merged or consolidated with another entity so that the Insured is not the surviving entity; then from the date that such event takes place, this Policy will not cover any Wrongful Act occurring subsequently, except where cover is provided under Section 15 Extensions 13 Retired Trustees.

Section 15 | Extensions

Unless otherwise stated in the Schedule, the following Extensions shall apply and, other than Extensions 1 Additional Defence Costs, shall form part of and not be in addition to the Limit of Indemnity as detailed in Limit of Indemnity above.

1 Additional Defence Costs
The Insurer will provide an additional indemnity for Loss sustained in respect of a Trustee, Director or Officer if the Limit of Indemnity for this Section of the Period of Insurance is exhausted, provided that:

a. further liability shall only be for Loss covered under Section 15 Trustees, Directors and Officers Liability; and
b. the Insurer will not provide such indemnity until all other limits written specifically in excess of this Section have been exhausted.

The Insurer’s total liability under this extension of cover for all Trustees, Directors or Officers is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

2 Bail Bond Costs
The Insurer will pay on behalf of any Trustee, Director or Officer the reasonable premium (not including any collateral) for a bond or other financial instrument to guarantee a Trustee, Director or Officer’s contingent obligation for bail or equivalent in any jurisdiction required by a court incurred directly with a Claim covered under this policy during the Period of Insurance.

The Insurer’s total liability under this Extension for all Trustees, Directors or Officers is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

3 Civil Fines and Penalties
The Insurer will pay on behalf of any Trustee, Director or Officer civil fines or penalties imposed by any Official Body as a direct result of a Wrongful Act, provided always that it is legally permissible to insure against the payment of the penalty or fine. The Insurer’s total liability under this Extension for all Trustees, Directors or Officers is 25% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

4 Compensation for Court Attendance
If at the request of the Insurers any Employee, or Trustee, Director or Officer shall attend court as a witness in connection with a Claim, in respect of which the Insured is entitled to indemnity under this Section, the Insurers shall provide compensation to the Insured at the following rates per day for each day on which attendance is required.

Any Trustee, Director or Officer, or Employee £500

5 Crisis Event and Reputation Protection Costs
The Insurer will pay on behalf of the Insured or Trustee, Director or Officer, any reasonable Costs, Charges and Expenses to defend or seek the discharge or revocation of any court order made, or proceedings commenced, during the Period of Insurance, arising from a Claim as the result of a Wrongful Act, concerning:

a. confiscation, assumption of ownership and control, suspension or freezing of the Trustee, Director or Officer’s assets
b. charges over the Trustee, Director or Officer’s real property or personal assets
c. temporary or permanent prohibition placed upon the Trustee, Director or Officer by reason of holding office or performing the function of a Trustee, Director or Officer of the Insured
d. restriction of the Trustee, Director or Officer’s liberty to a specified domestic residence or an official detention
e. deportation of the Trustee, Director or Officer following a court order revoking a valid current immigration status for reasons other than the criminal conviction of the Trustee, Director or Officer
f. an official request for, or warrant for arrest for the purpose of, extradition of the Trustee, Director or Officer.

For the purposes of this Extension of cover, where the Insurer has given prior written consent, the definition of Costs, Charges and Expenses shall be extended to include reasonable and necessary fees costs and expenses for:

a. accredited counsellors or tax advisors retained by any Trustee, Director or Officer in connection with extradition proceedings against that Trustee, Director or Officer; and
b. public relations consultants retained by Trustee, Director or Officer in connection with extradition proceedings against that Trustee, Director or Officer.

The Insurer’s total liability under this Extension is 10% of the Limit of Indemnity for this Section or £50,000, whichever is the lesser, in the aggregate during the Period of Insurance.
7 Emergency Costs
If the Insurer's prior written consent to incurring Costs, Charges and Expenses cannot reasonably be obtained, the Insurer will provide retrospective approval for reasonable and necessary costs incurred during a period of 14 days immediately following the date on which the Claim was first made. The Insurer's total liability under this Extension is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

8 Spouses, Heirs and Legal Representatives
In the event of any Trustee, Director or Officer's death, incapacity, insolvency or bankruptcy, the Insurer will indemnify or pay on behalf of their lawful heirs, marital spouse, civil partner, estate or legal representatives in respect of any legal liability which arises purely by reason of that lawful status, for Loss arising from a Claim as the result of a Wrongful Act provided that:

a) such Claim is first made during the Period of Insurance and notified to the Insurers in accordance with Claims Condition 1 Notification, and;

b) such Loss is not recoverable from the Insured in which case cover under The Cover - 2 Company Reimbursement will apply.

9 Outside Directorship
The Insurer will indemnify or pay on behalf of any Trustee, Director or Officer for Loss sustained as the result of a Claim arising from a Wrongful Act committed while acting in such a capacity at the specific request of the Insured, with any Outside Entity provided that:

a) such Claim is first made during the Period of Insurance and notified to the Insurer in accordance with the Claims Conditions, and;

b) such Loss is not recoverable from the Outside Entity or any other valid and collectable insurance.

10 Pension Claims
The Insurer will indemnify or pay on behalf of any Trustee, Director or Officer for Loss sustained as the result of a Claim first made during the Period of Insurance arising from a Wrongful Act committed in relation to any Benefit Scheme provided that the cover given by this Extension shall not include:

a) Loss which is recoverable from any other source;

b) Loss based upon, attributable to or arising out of the operation or administration of a Benefit Scheme or the breach of any legislation or regulation relating to these activities;

c) Loss resulting from a failure to contribute to any Benefit Scheme correctly or on time.

The Insurer's total liability under this Extension is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

11 Personal Tax Liability
The Insurer will indemnify or pay on behalf of Trustee, Director or Officer for Loss sustained as the result of a Claim first made during the Period of Insurance arising from their personal liability for unpaid taxes owed by the Insured and arising as a direct result of the Insured becoming insolvent. This Extension shall not apply where Loss arises from the willful intent to breach statutory duties governing the payment of taxes.

The Insurer's total liability under this Extension is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

12 Pollution Claims
The Insurer will indemnify or pay on behalf of any Trustee, Director or Officer for:

i) Costs, Charges and Expenses incurred in defending against criminal or regulatory proceedings in respect of Pollution or Contamination;

ii) Loss sustained as the result of a Claim first made during the Period of Insurance arising from a Wrongful Act committed either directly or indirectly by any Trustee, Director or Officer, by any shareholder, member or group of shareholders or members of the Insured alleging loss in the value of the share capital of the Insured by reason of Pollution or Contamination.

but that this Extension shall not apply:

i) where any Trustee, Director or Officer knew or should reasonably have known prior to inception or renewal of this policy that a Circumstance existed which could have given rise to a Claim against the Insured or any Trustee, Director or Officer;

ii) in respect of any Costs, Charges and Expenses or Claim arising in or in relation to activities in the USA or Canada

The Insurer's total liability under this Extension is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

13 Retired Trustees
The Insurer will, subject to the Limit of Indemnity, indemnify or pay on behalf of any former Trustee, Director or Officer for Loss sustained as a result of a Claim arising from any Wrongful Act which is first made against such Trustee, Director or Officer during a 72 month period from the date of expiry of the Period of Insurance and shall only apply:

a) if this Section of the Policy is not renewed or replaced with any other policy affording similar cover for the benefit of the former Trustee, Director or Officer to whom this Extension period would otherwise apply; and

b) to Claims made in respect of Wrongful Acts committed and/or Investigation Costs initiated prior to the date of the Trustee, Director or Officer ceasing their role.

14 Shareholder Action
The Insurer will indemnify or pay on behalf of the Insured any Costs, Charges and Expenses reasonably and necessarily incurred by a shareholder, member, or group of shareholders or members of the Insured in pursuing a Claim in the name of the Insured against a Trustee, Director or Officer and for which the Insured is liable to pay such costs and expenses in accordance with an order of any court, provided that:

a) such Claim is first made during the Period of Insurance;

b) any costs and expenses incurred by a shareholder, member, or a group of shareholders or members under this Extension shall be considered as Loss for the purposes of applying any Exclusion; and

c) the Insurer shall not unreasonably withhold its consent to the incurring of costs and expenses under this Extension.

The Insurer's total liability under this Extension is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

15 Bodily Injury Defence Costs
The Insurer will indemnify or pay on behalf of a Trustee, Director or Officer and, if the Insured so requests any Employee of the Insured, in respect of Investigation Costs and Costs, Charges and Expenses arising from any Wrongful Act alleged to have resulted in Injury, death, illness, disease, sickness, mental anguish, or emotional distress, provided that such costs:

a) relate to an incident alleged to have been committed during the Period of Insurance in the course of the Business, and

b) are incurred with the prior consent of the Insurer.

The Insurer's total liability for any Investigation Costs and Costs, Charges and Expenses under this Extension is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.
16 Property Damage Defence Costs
The Insurer will indemnify or pay on behalf of a Trustee, Director or Officer and, if the Insured so requests any Employee of the Insured, in respect of Investigation Costs and Costs, Charges and Expenses arising from any Wrongful Act in relation to damage to or destruction of tangible physical property provided that such costs:
a) relate to an offence alleged to have been committed during the Period of Insurance in the course of the Business, and
b) are incurred with the prior consent of the Insurer.
The Insurer's total liability for any Investigation Costs and Costs, Charges and Expenses under this Section is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

17 Corporate Manslaughter Defence Costs
The Insurer will indemnify or pay on behalf of the Insured, any reasonable Investigation Costs and Costs, Charges and Expenses incurred arising from any Claim made, and arising directly from any Corporate Manslaughter in the defence of allegations under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amendment thereof, in the course of the Business, and are incurred with the prior consent of the Insurer.
The Insurer’s total liability for any Investigation Costs and Costs, Charges and Expenses under this Extension is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

18 Breach of Contract Defence Costs
The Insurer will indemnify or pay on behalf of the Insured, any reasonable Costs, Charges and Expenses incurred arising from a Claim made for any actual or alleged breach of an express, oral, written or implied contractual obligation or agreement arising from a Corporate Wrongful Act.
The Insurer’s total liability for any Costs, Charges and Expenses under this Extension is 10% of the Limit of Indemnity for this Section or £50,000, whichever is the lesser, in the aggregate during the Period of Insurance.

19 Breach of Copyright Defence Costs
The Insurer will pay on behalf of the Insured any reasonable Costs, Charges and Expenses incurred arising from a Claim made for any actual or alleged misappropriation, infringement or breach of copyright, patent, trademark, trade secret or intellectual property rights as a result of a Corporate Wrongful Act.
The Insurer's total liability for any Costs, Charges and Expenses under this Extension is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

20 Loss of Documents
The Insurer will pay on behalf of the Insured, any reasonable and necessary costs incurred with the prior written consent of the Insurers in the replacement or reconstitution of any Documents which have been unintentionally destroyed, damaged, lost or mislaid, provided that such costs and expenses are in respect of a loss discovered and notified to the Insurers during the Period of Insurance.
The Insurer’s total liability under this Extension is £25,000 in the aggregate during the Period of Insurance.

21 Identity Fraud Investigation Costs
If parties other than any Trustee, Director or Officer, or Employee, or any other person with the authorisation of the Insured, enter into agreements with any third party organisation fraudulently representing themselves as the Insured, the Insurer will pay any reasonable costs and expenses incurred by the Insured incurred in establishing that such fraudulent misrepresentation has occurred should the third party organisation seek to enforce such agreements against the Insured.
The Insurer’s total liability for any Costs, Charges and Expenses under this Extension is £25,000 in the aggregate during the Period of Insurance.

22 Optional Extension Period
In respect to Sections 15 Trustees, Directors and Officers Liability, if the Insurers cancel or refuse to renew this Section of this Policy for any reason other than non-payment of Premium or non-compliance with terms and conditions of this Policy, or the Insured does not renew any Section of this Policy, the Insured has the right to purchase an Optional Extension Period of 12 (twelve) months following the effective date of cancellation or non-renewal. However, coverage during the Optional Extension Period shall only apply to Claims made in respect of any Wrongful Act, Corporate Wrongful Act, or for Investigation Costs for investigations initiated, prior to such effective date of cancellation or non-renewal.
In order to invoke the Optional Extension Period:
a) the Insured must give written notice within 30 (thirty) days of the effective date of cancellation or non-renewal and this period shall form part of any Optional Extension Period and is not in addition;
b) the Insured must pay a further Premium calculated at 100% of the total Premium charged by Insurers in respect of this Section of the Policy (or annualised if the Period of Insurance is not 12 months). This Premium is non-returnable in whole or in part.
Notwithstanding Claims Condition 1 Notification, at any time during the 30 day notice period as noted under a) above the Insurer will continue to accept notification of any Claim or loss insurable under this Policy. This 30 day notification period shall form part of any Optional Extension Period and is not in addition.
The purchase of the Optional Extension Period does not increase the Limit of Liability. Upon request the Insurers will consider an alternative Optional Extension Period for up to 72 months.
Part C – Executive Risks

Section 16 | Employment Practices Liability

Special Definitions
The following words define particular words and expressions only where appearing within this Section 16 – Employment Practices Liability

Geographical Limits
means the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

The Cover
The Insurer will, subject to the provisions of the Policy and of this Section, agree to indemnify or pay on behalf of the Insured for Loss sustained as a result of any Claim which is first made during the Period of Insurance arising from an Employment Wrongful Act.

Limit of Liability
The limit of the Insurer’s liability under this Section shall be the amount set out in the Schedule and shall be the maximum aggregate amount payable hereunder inclusive of Costs, Charges and Expenses.

Any inner limits shown are within and not in addition to the Limit of Indemnity and apply in the aggregate in the Period of Insurance. If more than one Claim arises from the same Employment Wrongful Act, then it will be deemed a single Claim.

The Excess
Where an Excess is stated in the Schedule, no Loss shall be paid by the Insurers until the applicable Excess is exceeded.

Section 16 | Exclusions
The Insurers shall not be liable to make any payment for Loss, or Costs, Charges and Expenses:

1 Strikes & Trade Union Activity
based upon, or arising directly or indirectly out of the cost of complying or refusing to comply with a court or other order for the reinstatement of an Employee, other than as provided under Section 16 Extensions 2 Injunctive & Non-Monetary Relief Defence Costs.

2 Insurance Obligation
based upon, or arising directly or indirectly out of the cost of compliance or non-compliance with any order for, grant of or agreement to provide perpetual or interim injunctive relief or any non-monetary relief, other than as provided under Section 16 Extensions 2 Injunctive & Non-Monetary Relief Defence Costs.

3 Employee Reinstatement
based upon, or arising directly or indirectly out of the cost of complying or refusing to comply with a court or other order for the reinstatement of an Employee, other than as provided under Section 16 Extensions 3 Employee Reinstatement Defence Costs.

4 Company and Employee Benefit Claims
based upon, or arising directly or indirectly out of any Benefit Scheme or activities of any corporate pension trustee company.

5 Geographical Limits
based upon, or arising directly or indirectly out of any law or alleged violation of the responsibilities, obligations or duties imposed by any law governing health and safety, workers’ compensation, unemployment insurance, social security, disability benefits or similar law, other than any Claim for Retaliation.

Section 16 | Extensions
Unless otherwise stated in the Schedule, the following Extensions shall apply. The limit of the Insurer’s liability during the Period of Insurance under each Extension shall, unless specified in the relevant Extension, be subject to the Limit of Indemnity as detailed in Limit of Liability above.

1 Disability Obligations Defence Costs
The Insurer will pay on behalf of the Insured any reasonable Costs, Charges and Expenses in the investigation or defence of any Claim arising from an actual or alleged breach of legal obligation by the Insured to make any reasonable adjustments to premises or working practices to meet the needs of an Employee with a disability.

2 Injunctive & Non-Monetary Relief Defence Costs
The Insurer will pay on behalf of the Insured any reasonable Costs, Charges and Expenses in the investigation or defence of any order for, grant of or agreement to provide perpetual or interim injunctive relief or any non-monetary relief.

3 Employee Reinstatement Defence Costs
The Insurer will pay on behalf of the Insured any reasonable Costs, Charges and Expenses in the investigation or defence of any Claim arising from a court or other order for the reinstatement of an Employee.

4 Crisis Event and Reputation Protection Costs
The Insurer will pay on behalf of the Insured any reasonable costs and expenses incurred with the Insurer’s prior written consent for Public Relations Services to limit adverse publicity following a Claim arising from an Employment Wrongful Act, provided that such costs and expenses do not form part of any order or penalty by any court or Official Body. The Insurer’s total liability under this Extension is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

5 Compensation for Court Attendance
If at the request of the Insurers any Employee, or Trustee, Director or Officer shall attend court as a witness in connection with a Claim, in respect of which the Insured is entitled to indemnity under this Section, the Insurers shall provide compensation to the Insured at the following rates per day for each day on which attendance is required.

Any Trustee, Director or Officer, or Employee £500
Part C – Executive Risks

Section 17 | Fidelity Guarantee / Crime

Special Definitions
The following words define particular words and expressions only where appearing within this Section 17 – Fidelity Guarantee / Crime

Geographical Limits
means the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Indemnity Period
means the period beginning with the occurrence of the Criminal Loss and ending not later than 12 months thereafter during which the results of the Business shall be affected in consequence of the Criminal Loss.

Phishing
means any third party directly or indirectly inducing or deceiving an Insured Person into delivering, paying or transferring Money, Funds, Securities or any tangible property by impersonating or falsely claiming to be another person or organisation including but not limited to other Insured Persons, creditors, clients, law enforcement agencies or financial institutions

The Cover
In the event of the Insured sustaining any Criminal Loss which is first Discovered during the Period of Insurance, the Insurers will indemnify or pay on behalf of the Insured in respect of such Criminal Loss, and any reasonably incurred fees, costs and expenses subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Limit of Liability
The limit of the Insurers’ liability under this Section of the Policy shall be in the amount set out in the Schedule and shall be the maximum aggregate amount payable hereunder in the Period of Insurance inclusive of any fees, costs and expenses. Any inner limits shown are within and not in addition to the Limit of Indemnity stated in the Schedule.

If more than one Criminal Loss arises from a single act of Crime, or series of acts of Crime perpetrated by the same individual person or group of persons, or are attributable to one originating cause, then they will be deemed a single Criminal Loss regardless of the number of Insureds or Service Users who suffer such a Criminal Loss.

Excess
Where an Excess is stated in the Schedule, no Criminal Loss shall be paid by the Insurers until the applicable Excess is exceeded. This Excess shall apply in respect of each and every loss arising hereunder.

Section 17 | Exclusions
The Insurers shall not be liable to make any payment for Criminal Loss, or costs or expenses in connection with any Criminal Loss based upon, or arising directly or indirectly out of:

1 Major Shareholders
any Crime by:
   a any person who at the time of such Crime legally or beneficially controlled more than 20% of the voting share capital of the Insured,
   b any equity partner, or member of a Limited Liability Partnership, of the Insured, except that for any Criminal Loss that would otherwise be covered in the absence of this Exclusion, the Insurer will pay that part of loss which is in excess of the value of their shareholding or equity on the day immediately preceding the date of Discovery of the Criminal Loss; or
   c any Trustee, Director or Officer who at the time of such Crime controlled more than 20% of the voting rights of the Insured.

2 Loss after Discovery
any Crime by a Person Employed who, to the knowledge of any Trustee, Director or Officer, has committed or is reasonably believed to have committed prior to the date of Discovery, any:
   a Crime, provided that this Exclusion shall not be deemed to relieve the Insurers of liability for loss occurring prior to the Trustee, Director or Officer obtaining such knowledge; or
   b fraudulent, criminal, malicious, or dishonest act, prior to employment with the Insured, where the assets involved were more than £10,000, other than spent convictions under the Rehabilitation of Offenders Act 1974

3 Loss benefitting another Insured
any Criminal Loss sustained by the Insured to the advantage of any other Insured including but not limited to any Benefit Scheme or Subsidiary.

4 Consequential Loss
any consequential loss including but not limited to the loss of potential income, dividends, interest, and additional expenditure based on incorrect Data other than such consequential loss which is specifically provided under any Extension of this Section of the Policy

5 Confidential information
any loss of, or use of confidential or proprietary information, intellectual property, confidential Data, trademark, or confidential manufacturing, processing or servicing methods, except to the extent that such confidential information is used to commit an act of Crime.

6 Unexplained Losses
any shortage or loss, where the proof of which is dependent solely upon an inventory calculation or profit and loss calculation, except for where such loss can be established or evidenced wholly apart from such calculations that the Insured may offer in support of the amount of loss claimed

7 Financial Trading
any credit arrangement, false accounting, trading or dealing in any securities, commodities, futures, options, derivatives, warrants, currencies or the like, except for any Criminal Loss which is sustained as a direct result of an act of Crime, for which the Insurer will pay that portion of the Criminal Loss which represents the improper personal financial gain of any Person Employed.

8 Kidnap or Ransom
any actual or threatened Kidnap or ransom or extortion other than;
   a where such Criminal Loss arises from any actual or threatened Kidnap, ransom or extortion committed by an Employee, or
   b where such Criminal Loss is sustained and Discovered during the Period of Insurance and results from the actual or alleged detention of an Employee or a spouse, civil partner or relative of an Employee, by any third party making a demand for:
      i the surrender of Money, Funds, Securities, Client Assets or other goods or property belonging to the Insured or for which the Insured are legally liable, or
      ii the disclosure of passwords allowing the transfer of Money, Funds, Securities, or Client Assets.

   in exchange for the release of such a detainee

9 Geographical Limits
any act of Crime committed, whether acting alone or in collusion with other persons or organisations, by an Employee whose normal place of employment or service is outside of the Geographical Limits.

10 Social Engineering
any act of Phishing.
Section 17 | Conditions

1 Co-operation
Following Discovery of a Criminal Loss, the Insured shall at their own expense:

a give all information and assistance within timescales reasonably required by the Insurers; and
b take all reasonable steps to amend any process or procedure in order to prevent or mitigate any further or potential future Criminal Loss;

c if the Insurers so request, take all reasonable steps to effect recovery from any person committing any act of Crime or from the estate and/or legal representatives of such person.

2 Money
It is a condition of this Section that all Money:

a in excess of £5,000 on the Premises during Business Hours to be kept in an approved locked safe;
b in excess of £500 on the Premises outside Business Hours shall be kept in a locked safe.
c whilst in the personal custody of the Insured or an authorised Insured Person in their private dwelling shall not exceed £2,000;
d shall be accounted for by an Insured Person who are independent of the responsibility for handling and receiving such Money within 14 (fourteen) days of receipt;

3 Systems of Check
It is a condition of this Section that:

a The Insured’s accounts are audited or independently examined on an annual basis
b Stock is independently checked at least every six months by an Insured Person not responsible for daily stock handling or ordering.
c The verification and authentication of all invoices is undertaken by at least two Insured Persons prior to authorisation.
d Cheque requisition or payment instructions and payment authorisation with verification of supporting documentation are undertaken by at least two Insured Persons prior to authorisation.
e All cheques exceeding £5000 in value require two manually applied signatures for authorisation
f Cash shall be checked and reconciled independently of the Insured Person responsible at least monthly.
g Independent monthly reconciliations are performed on all accounts by persons not responsible for the day to day facilitation of such accounts.
h The Insured shall obtain written or verbal references covering the preceding two years of employment for all Employees with responsibility for Money, Funds, Securities, or Client Assets. Such references shall be obtained independently of the Employee and retained on the Employee’s personnel file.
i Authorising and amendment to funds transfer procedures or funds transfer instructions must be undertaken by at least two Insured Persons. No single Insured Persons may be responsible for the funds transfer transaction from commencement to completion.
j Any amendment to banking or payment details purporting to come from any third party should be separately verified prior to any changes being made
k Any payment request purporting to come from any internal department or individual in excess of £50,000 should be separately verified to confirm authenticity before completion.
l Any credit card issued to any Insured Person shall have a maximum credit limit of £5000 before receipts must be validated by any other Insured Person.

The Insurer shall not rely on any condition referred to above in respect of any Criminal Loss or any part of such Criminal Loss unless it arises out of, is based upon, or is attributable to any failure by the Insured to comply with such condition.

Section 17 | Clauses

1 Recovery
Any amount payable by the Insurer shall be reduced by the amount of:

a any monies which, but for such act of Crime would be due from the Insured to the person committing, whether alone or in collusion, an act of Crime;
b any monies held by the Insured belonging to such person;
c any monies recovered following action as described in Section 17 Fidelity / Crime Conditions 1 Co-operation c.

2 Valuation
Any amount payable by the Insurer in respect of Criminal Loss shall not exceed

a in respect of foreign currency the value calculated in pounds sterling at the rate of exchange published as The Financial Times closing mid point rate on the date of Discovery or the actual cost of replacing such foreign currency, whichever is the lesser
b in respect of Securities the actual market value of Securities at the close of business on the business day immediately preceding the day on which the Criminal Loss was Discovered or the actual cost of replacing Securities, whichever is the lesser.
c in respect of other tangible goods or property, the value to repair or replace such property

Section 17 | Extensions

Unless otherwise stated in the Schedule, the following Extensions shall apply. The limit of the Insurer’s liability during the Period of Insurance under each Extension shall, unless specified in the relevant Extension, be subject to and form part of the Limit of Indemnity as detailed in Limit of Liability above

1 Auditors’ Fees
The Insurers will indemnify or pay on behalf of the Insured in respect of Auditor’s Fees and other professional fees incurred solely for the purpose of submitting and quantifying a loss as defined herein.

2 Re-writing of Records
The Insurers will indemnify or pay on behalf of the Insured in respect of re-writing or amending the Software, Data or systems belonging to the Insured where such re-writing or amending is necessary to correct the Software or Data or to amend the security codes following an act of Crime which is the subject of a claim for which liability is admitted under this Section.
The Insurer’s total liability under this Extension is £25,000 in the aggregate during the Period of Insurance.

3 Crisis Event and Reputation Protection Costs
The Insurer will pay on behalf of Insured any reasonable costs and expenses incurred for Public Relations Services limit adverse publicity arising from an act of Crime, provided that such costs and expenses are incurred with the Insurer’s prior written consent.
The Insurer’s total liability under this Extension is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.

4 Client Funds
The Insurers will indemnify or pay on behalf of the Insured for any act of Crime which results in the loss of any Client Assets except for any loss which:

a arises from Crime committed by, or loss or damage caused by, a Service Provider whether acting alone or committed in collusion with any Insured Person;
b relating to damages, interest, legal costs or disbursements which the Insured becomes liable to pay in consequence of such a loss of Client Assets

The Insurer’s total liability under this Extension is £25,000 in the aggregate during the Period of Insurance.
5 Compensations for Court Attendance

If at the request of the Insurers any Person Employed shall attend court as a witness, or meeting or consultation with any Official Body, in connection with an act of Crime in respect of which the Insured is entitled to indemnity under this Section, the Insurers shall provide compensation to the Insured at the following rates per day for each day on which attendance is required.

- Any Trustee, Director or Officer: £500
- Any other Person Employed: £250

6 Recruitment costs

The Insurer will indemnify or pay on behalf of the Insured for all reasonable costs and expenses incurred by the Insured in undertaking recruitment activities to replace an Employee or Employees who are dismissed from their position within the Insured as a direct consequence of having committed an act of Crime for which liability is admitted under this Section. The Insurer’s total liability under this Extension is £25,000 in the aggregate during the Period of Insurance.

7 Optional Extended Discovery Period

If the Insurers cancel or refuse to renew this Section of this Policy for any reason other than non-payment of Premium or non-compliance with terms and conditions of this Policy, or the Insured does not renew any Section of this Policy, the Insured has the right to purchase an Optional Extended Discovery Period of 6 (six) months following the effective date of cancellation or non-renewal. However, coverage during the Optional Extended Discovery Period shall only apply to Criminal loss arising from an act of Crime committed prior to such effective date of cancellation or non-renewal.

In order to invoke the Optional Extended Discovery Period:

a. the Insured must give written notice within 30 (thirty) days of the effective date of cancellation or non-renewal and this period shall form part of any Optional Extended Discovery Period and is not in addition;

b. the Insured must pay a further Premium calculated at 50% of the total Premium charged by Insurers in respect of this Section of the Policy (or annualised if the Period of Insurance is not 12 months). This Premium is non-returnable in whole or in part.

The purchase of the Optional Extended Discovery Period does not increase the Limit of Indemnity.
Section 17 Extension (Optional) - Crime

The following Optional Extension shall apply to this Section of the Policy only if stated in the Schedule as Applicable, subject always to the limits, terms, conditions and exclusions of this Section, and of the Policy.

Section 17 - Crime | Additional Special Definitions

The following words define particular words and expressions only where appearing within this Section 17 – Fidelity Guarantee / Crime and only if Optional Extension – Crime is stated in the Schedule as Applicable.

Crime

means any criminal or dishonest act committed or alleged to have been committed by any person acting with the principal intent to cause a Criminal Loss to the Insured.

Section 17 - Crime | Additional Exclusions

The following Exclusions shall apply to this Section of the Policy only if Optional Extension – Crime is stated in the Schedule as Applicable.

The Insurers shall not be liable to make any payment for Criminal Loss, or costs or expenses in connection with any Criminal Loss:

1 Authorised Service Providers

based upon, or arising directly or indirectly out of any act of Crime committed by any Service Provider or any employee thereof, to whom the Insured has authorised access to Money, Funds, Securities, Client Assets or other goods and services except where such Criminal Loss is

a unconnected with the access rights granted to the Service Provider, and

b committed with the principal intent to cause Criminal Loss to the Insured, and

c irrecoverable from the Service Provider, or under any other insurance, or indemnity agreement with them.

2 Section 17 – Fidelity Guarantee / Crime Conditions Exclusions

9 Geographical Limits is hereby amended to:

9 Geographical Limits

based upon, or arising directly or indirectly out of any act of Crime committed by a Person Employed, whether acting alone or in collusion with other persons or organisations whose normal place of employment or service is outside of the Geographical Limits.

Section 17 - Crime | Additional Extensions

Unless otherwise stated in the Schedule, the following Additional Extensions shall apply to this Section of the Policy only if Optional Extension – Crime is stated in the Schedule as Applicable.

The limit of the Insurer's liability during the Period of Indemnity under each Extension shall, unless specified in the relevant Extension, be subject to and form part of the Limit of Indemnity as detailed in Limit of Liability above.

1 Identity Fraud Costs

The Insurer will pay on behalf of Insured any reasonable fees, costs and expenses incurred by the Insured if any Person Employed or other third parties fraudulently modify, alter, forge or otherwise assume the identity of the Insured

a in establishing that such fraudulent misrepresentation has occurred and identifying any perpetrator

b in correcting or reinstating any public records held by an official registry, or by any Official Body

c to dismiss legal proceedings should a third party organisation seek to enforce such agreements against the Insured where the fraudulently acquired identity has been used to enter into agreements with any third party

The Insurer's total liability under this Extension is £25,000 in the aggregate during the Period of Insurance

2 Interest payable or Period of Insurance

The Insurer will indemnify or pay on behalf of the Insured any amount of interest which would have been received by the Insured or that has become payable by the Insured as a direct result of any Criminal Loss.

In establishing the extent of such Criminal Loss the Insurers will calculate such interest received or payable by applying the average of the Bank of England base rate in force between the time such Criminal Loss was sustained and the date of the Discovery.

3 Contractual Penalties

The Insurer will indemnify or pay on behalf of the Insured in respect of any amounts which the Insured becomes contractually liable to pay (except punitive or exemplary damages for breach of contract) as a direct result of an act of Crime which the Insured would be entitled to indemnify under this Section of the Policy.

4 Erroneous Transfer

The Insurer will indemnify or pay on behalf of the Insured for any loss first Discovered during the Period of Insurance resulting directly from the failure of any third party to return Funds erroneously transferred by the Insured in good faith and not in consequence of an act of Crime, where all reasonable actions to secure recovery of such funds have been exhausted.

The Insurer's total liability under this Extension is £25,000 in the aggregate during the Period of Insurance.

5 Business Interruption

The Insurer will indemnify or pay on behalf of the Insured any loss first Discovered during the Period of Insurance resulting directly from the failure of any third party to return Funds erroneously transferred by the Insured in good faith and not in consequence of an act of Crime, where all reasonable actions to secure recovery of such funds have been exhausted.

The Insurer's total liability under this Extension is £25,000 in the aggregate during the Period of Insurance.

6 Loss of Money

The Insurer will indemnify or pay on behalf of the Insured for loss arising from the loss, damage or destruction of Money or Securities on the Premises, or when in the custody of an Insured Person, or in transit where not resulting from a Criminal Loss. The Insurer's total liability under this Extension is £5,000 in the aggregate during the Period of Insurance.

7 Utilities Fraud

The Insurer will indemnify or pay on behalf of the Insured for Criminal Loss and all reasonable costs and expenses incurred by the Insured in respect of the period of 90 days immediately preceding the Discovery of such Criminal Loss for:

a unauthorised call or bandwidth charges to the Insured’s telephone system

b unauthorised use of gas, electricity or water resulting from an act of Crime, provided that such costs and expenses are incurred with the Insurer’s prior written consent.

The Insurer’s total liability under this Extension is £5,000 in the aggregate during the Period of Insurance.
Part C – Executive Risks

Section 18 | Professional Indemnity
(“Claims Made”)

Special Definitions
The following words define particular words and expressions only where appearing within this Section 18 – Professional Indemnity

Insured means:
1. the Insured named in the Schedule and shall include any Subsidiary or organisation for which they are legally liable;
2. any present or former Person Employed of such organisations, including their estates, personal representatives or trustees or assignees in bankruptcy.

The Cover
The Insurers will, subject to the provisions of the Policy and of this Section of the Policy, agree to indemnify the Insured for Loss sustained as a result of any Claim which is first made during the Period of Insurance against the Insured arising from a Breach of Duty.

Limit of Liability
The limit of the Insurer’s liability under this Section shall be in the amount set out in the Schedule and shall be:

a. the sum which is available in respect of all Claims during the Period of Insurance and shall not be applied separately to each Insured, and

b. inclusive of all costs and expenses incurred in the investigation, defence or negotiation of the settlement of any Claim or Circumstance for which indemnity is provided under this Section.

Any inner limits shown are within and not in addition to the Limit of Indemnity and apply in the aggregate in the Period of Insurance. If more than one Claim arises from the same Breach of Duty, then it will be deemed a single Claim irrespective of the number of Insured persons or parties seeking to claim indemnity under this Policy.

The Excess
Where an Excess is stated in the Schedule, no Loss shall be paid by the Insurers until the applicable Excess is exceeded. The Excess shall be applied in respect of each Claim and not be applied separately to each Insured.

The Excess shall apply to such costs and expenses, which shall only be indemnified by the Insurers if incurred with their prior written consent.

Section 18 | Exclusions
The Insurers shall not be liable to make any payment for such Claim, Loss, liability, or other costs or expenses:

1. Bodily Injury and Property Damage
   based upon, or arising directly or indirectly out of any
   a. bodily, mental or emotional Injury, sickness, disease or death to:
      i. any Person Insured in the course of their employment or engagement by the Insured in any capacity;
      ii. any third party unless such Claim, Loss, liability, or other costs or expenses arises directly from a Breach of Duty on the part of the Insured.
   or;
   b. physical loss of, destruction of or damage to material property unless such Claim, Loss, liability, or other costs or expenses arises directly from a Breach of Duty on the part of the Insured, other than covered under Section 18 Extension 1 – Loss of Documents.

2. Employment Wrongful Acts
   based upon, or arising directly or indirectly out of any Employment Wrongful Act.

3. Computer Network and Data Corruption
   based upon, or arising directly or indirectly out of
   a. the corruption, erasure, theft, alteration of; or
   b. the access or lack of access to; or
   c. the interference with;
   Computer Systems wholly or in part caused by
   a. any computer Virus or Similar Mechanism or Cyber Breach; or
   b. by any person not currently a Person Employed; or
   c. negligent transmission of such Virus or Similar Mechanism;
   or
   d. whilst mounted in or on any machine for use or processing unless caused by any negligent act or omission on the part of the Insured; or
   e. resulting from wear, tear, vermin or gradual deterioration;
   f. caused by climatic or atmospheric conditions or extremes of temperature; or
   g. due to the presence of magnetic flux or due to loss of magnetism.

4. Controlling Interest/Associated Entity
   any Claim brought or commenced by:
   a. any parent or Subsidiary entity of the Insured or any entity having the same parent entity as the Insured; or
   b. any other entity in which the Insured has a majority shareholding in excess of 50% (fifty percent); or
   c. any other entity in common ownership with the Insured;
   d. the Insured or any Person Employed; unless such Claim emanates from an independent third party.

5. Geographical and Jurisdiction Limits
   based upon, or arising directly or indirectly out of:
   a. work in connection with any contract performed outside the Geographical Limits; or
   b. any judgement, award, payment, or settlement made within countries which operate under the laws of the United States of America or Canada; or
   c. any order made anywhere in the world to enforce any judgement, award or settlement either in whole or in part, made in the courts of or under the laws of the United States of America or Canada.

6. Insolvency
   based upon, or arising directly or indirectly out of the insolvency, bankruptcy or liquidation of the Insured.

7. Asbestos
   based upon, or arising directly or indirectly out of the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of Loss which may have contributed concurrently or in any sequence to a Claim.
   In any Claim and in any action, suit or other proceedings to enforce a Claim under this Section of the Policy, the burden of proving that such Claim does not fall within this Exclusion shall be upon the Insured.

8. Punitve or Exemplary Damages
   based upon, or arising directly or indirectly out of any fine or penalty, or multiple, aggravated, exemplary, or punitive damages.

9. Retroactive Date
   based upon, or arising directly or indirectly out of any Breach of Duty committed or alleged to have been committed prior to the Section 18 Retroactive Date as specified in the Schedule.
10 Supply of Goods
based upon, or arising directly or indirectly out of the manufacture, construction, alteration, repair, service or treatment of any goods or product sold, supplied or distributed by the Insured.

11 Contractual Liability
based upon, or arising directly or indirectly out of the giving by the Insured of any warranty, indemnity or guarantee or financial obligation assumed by the Insured under contract except to the extent that such liability would have attached in the absence of such contract or agreement.

12 Medical Treatment
based upon, or arising directly or indirectly out of the provision of, or any failure to provide, any Medical Treatment or Care and Treatment.

13 Trustees, Directors and Officers Liability
based upon, or arising directly or indirectly out of any duty owed by any Person Employed acting solely in the capacity of Trustees, Directors or Officers.

14 Pollution
based upon, or arising directly or indirectly out of any seepage, Pollution or Contamination (including, but not limited to, impairment or damage to land or property, the environment or any ecological system) caused by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanent or transitory and howsoever occurring.

15 Pension Funds
based upon, or arising directly or indirectly out of any Benefit Scheme.

16 Fraudulent, Malicious or Reckless Acts
based upon, or arising directly or indirectly out of any dishonest, malicious, reckless or fraudulent act or omission:
- a committed by any Insured or Person Employed other than any Employee;
- b committed by any Insured or Person Employed after discovery or reasonable cause for suspicion of fraud or dishonesty on the part of that person, by any Trustee, Director or Officer of the Insured;

and always that no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity under the Policy.

Section 18 | Conditions

1 Administrative Conditions
Any dispute or difference between the Insured and the Insurers arising from this Policy shall be referred to a Queen’s Counsel of the English Bar whose identity shall be mutually agreed upon between the Insurers and the Insured or to any other party as may be mutually agreed.

The findings of the appointed Queen's Counsel (or the party as may be mutually agreed) shall be binding upon the Insurers and the Insured and the costs of such an exercise shall be allocated by the Queen's Counsel (or the party as may be mutually agreed) on the basis he/she considers fair and equitable.

Section 18 | Extensions

Unless otherwise stated in the Schedule, the following Extensions shall apply. The limit of the Insurer's liability during the Period of Insurance under each Extension shall, unless specified in the relevant Extension, be subject to the Limit of Indemnity as detailed in Limit of Liability above.

1 Loss of Documents
The Insurer will pay on behalf of the Insured, any reasonable and necessary costs incurred in the replacement or reconstitution of any Documents which have been unintentionally destroyed, damaged, lost or mislaid, provided that such costs and expenses are:
- a in respect of a loss discovered and notified to the Insurer during the Period of Insurance; and
- b incurred with the prior written consent of the Insurer.

The Insurer’s total liability under this Extension is £25,000 in the aggregate during the Period of Insurance.

2 Compensation for Court Attendance
If at the request of the Insurer, any Person Employed shall attend court as a witness in connection with a Claim in respect of which the Insured is entitled to indemnity under this Section the Insurers shall provide compensation to the Insured at the following rates per day for each day on which attendance is required.

Any Trustee, Director or Officer: £500
Any other Person Employed: £250

3 Mitigation Costs and Expenses
The Insurer will pay on behalf of the Insured, any reasonable costs incurred by the Insured in respect of any reasonable action taken to mitigate a Loss, or potential Loss, or Claim that would otherwise be the subject of indemnity under this policy provided that:
- a the Insurer has given prior written consent to the Insured incurring such costs and expenses; and
- b the Insured shall prove to the Insurer’s satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same Loss, or potential Loss, or Claim, but the limit of the Insurers' liability under this Extension shall be the sole decision of the Insurer.

4 Crisis Event and Reputation Protection Costs
The Insurer will pay on behalf of the Insured any reasonable costs and expenses incurred with the Insurer’s prior written consent for Public Relations Services to limit adverse publicity following a Claim arising from a Breach of Duty, provided that such costs and expenses do not form part of any order or penalty by any court or Official Body.

The Insurer’s total liability under this Extension is 10% of the Limit of Indemnity for this Section or £100,000, whichever is the lesser, in the aggregate during the Period of Insurance.
Section 18 Extension (Optional)

The following Optional Extension shall apply to this Section of the Policy only if stated in the Schedule as ‘Applicable’, subject always to the limits, terms, conditions and exclusions of this Section, and of the Policy.

Optional Extension

1 Any One Claim Limit of Indemnity. Costs and expenses in addition. Costs Exclusive Excess.

The Limit of Indemnity and Excess under this Section of the Policy is amended to read as follows:

Limit of Liability
The limit of the Insurer’s liability under this Section of the Policy shall be in the amount set out in the Schedule and shall be:

a the sum which is available in respect of each and every Claim during the Period of Insurance for which indemnity is provided under this Section of the Policy and shall not exceed the Limit of Indemnity stated in the Schedule.

b all costs and expenses incurred in the investigation, defence or negotiation of the settlement of any Claim or Circumstance for which indemnity is provided under this Section of the Policy, which shall only be indemnified by the Insurers if incurred with their prior written consent, shall be paid in addition to the Limit of Indemnity stated in the Schedule and the Excess shall not apply to such costs and expenses

If a payment beyond the amount of indemnity available under this Section of the Policy has to be made to dispose of a claim, the Insurer’s liability for such settlement shall be such proportion as the amount of indemnity available under this Section of the Policy bears to the amount payable to dispose of the claim.

Any inner limits shown are within and not in addition to the Limit of Indemnity and apply in the aggregate in the Period of Insurance.

If more than one Claim arises from the same Breach of Duty, then it will be deemed a single Claim irrespective of the number of Insured persons or parties seeking to claim indemnity under this Policy.

The Excess
Where an Excess is stated in the Schedule, no Loss shall be paid by the Insurers until the applicable Excess is exceeded. The Excess shall not apply to such costs and expenses, which shall only be indemnified by the Insurers if incurred with their prior written consent.

If a Claim is covered in part under more than one Insuring Clause or Extension, the higher Excess of the applicable Insuring Clause or Extension shall apply.
Part D – Loss Recovery

Section 19 | Cyber and Property Damage Loss Recovery

The following services are provided by Lorega Limited (the Scheme Administrator) on behalf of Hiscox Insurance Company Ltd (the Underwriters).

In using these services You acknowledge that all rights and obligations relating to the provision of these services rest with the Scheme Administrator and the Underwriters and that You will have no recourse to Ament Underwriting Services in this regard.

Section 19A - Cyber Loss Recovery

Introduction
Lorega Cyber Recovery provides and pays for the services of a Cyber Emergency Response Team (CERT), together with payment of certain fines, penalties, awards, damages and the cost of credit monitoring, to help your business recover from a covered Data Breach which has been discovered during the Period of Insurance, subject to the conditions and exclusions of this insurance and the payment of the premium. The services provided up to the limit of indemnity are set out in the Cover below.

Definitions
The following words shall have the same meaning wherever they appear in bold in this Section of the Policy.

Cyber Emergency Response Team (CERT)
means Cyber Safeguard Limited and any other legal, forensic, public relations or other security experts appointed by the Scheme Administrator to provide You with data security services.

Claim
means a request for the provision of services as provided under the Cover and/or a written demand by a Data Subject for compensation, injunctive or any other relief as a direct and sole consequence of a Data Breach covered under this policy.

Data breaching
means the loss or transmission of Personal Information which is, or could reasonably be, in the possession of a Third Party by reason of:

(a) a breach or violation of Your, or a Service Provider's, security measures, systems, procedures, controls, or published privacy policy;
(b) the interception, misdistribution, or misuse of email or Email Systems;
(c) a failure to comply with Data Security Law.

Data Security Law
means the applicable laws and regulations of the United Kingdom or the European Union (where binding within the United Kingdom), relating to the theft, loss, misuse, intrusion, protection or unauthorised distribution of Personal Information, including but not limited to the Data Protection Act 1998 and the EU Data Protection Regulation 2012.

Data Subject
means a natural person whose Personal Information is the subject matter of a Data Breach.

Email Systems
means Your or a Service Provider’s computer systems, servers, data storage or transmission devices used to store or transmit Your Emails.

Insurance Broker
means the company, firm or person that acts as Your agent for the purposes of the purchase of this Policy.

Nuclear Risks
Means

1 any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
2 any products or services which include, involve or relate in any way to anything in 1. above, or the storage, handling or disposal of anything in 1 above;
3 all operations carried out on any site or premises on which anything in 1 or 2 above is located.

Period of Insurance
means the period set out in the Policy schedule.

Personal Information
means data, for which You are legally responsible, containing a natural person’s non-public individually identifiable information including but not limited to such information protected by the Data Protection Act 1998 or any similar or successor legislation. Notwithstanding the above, Personal Information does not mean any information which is publicly available or has been previously made publicly available by the Data Subject.

Regulator
means a statutory body with powers to enforce Your statutory obligations to protect Personal Information, including but not limited to the Information Commissioner’s Office, Financial Conduct Authority, and Solicitors Regulation Authority.

Regulatory Investigation
means any official investigation by a Regulator arising directly and solely from a Data Breach covered under this Policy. Regulatory investigation does not include reviews under S166 of the Financial Services and Markets Act 2000.

Scheme Administrator or Lorega
means Lorega Limited, 36 Leadenhall Street, London EC3A 1AT.
Lorega is authorised and regulated by the Financial Conduct Authority, registration number 308694.

Service Provider
means any person or entity which is formally contracted to store, process or control Personal Information on Your behalf.

Third Party
means a natural person or entity that does not or has never had the legal right to access or control Personal Information.

We / Our / Us
means Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited (HICL). Hiscox Underwriting Limited is authorised and regulated by the Financial Conduct Authority and Hiscox Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You / Your
means the company or person(s) named as the insured in the Policy schedule, including in the case of a company, its directors, officers and employees.

Your Emails
means email messages which Your directors, officers or employees are either the intended and legitimate recipient of or have sent in their capacity as Your director, officer or employee.

War
means war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
The Cover

The following services are provided:

1 Crisis Response
   The initial response provided by the CERT upon notification of a covered Data Breach which includes initial assessment of the risk and provision of advice on immediate actions to take.

2 Incident Management
   a Notification – expert advice provided by the CERT to ensure that You comply with notification requirements under Data Security Law.
   b Defence - legal, forensic investigation and expert IT advice provided by the CERT in connection with the defence of a Claim against You for liability arising directly and exclusively out of a covered Data Breach.
   c Public Relations - expert PR advice provided by the CERT together with assistance in issuing initial press releases where required following a covered Data Breach.

3 Investigation and Restoration
   a Investigation - legal, forensic investigation and expert IT advice provided by the CERT in connection with and as a result of a Regulatory Investigation of You arising directly and exclusively out of a covered Data Breach.
   b Restoration – the restoring of Email Systems, online services and other IT software systems by the CERT to the state that they were in prior to a covered Data Breach which was caused by intrusion or breach by a Third Party, and resulted in damage to such software systems.

4 Awards, Fines and Credit Monitoring
   a Awards and Damages – payment to You by Us for:
      i damages and related costs awarded against You following a Claim pursuant to a final judgment or other final adjudication or arbitration;
      ii compensation awarded against You by a Regulator following a Regulatory Investigation;
      iii awards of costs or settlements for which You are legally liable and are not otherwise insured;
   b Fines and Penalties - where insurable by law, payment to You by Us for any fine, financial penalty or punitive award which has been issued by a statutory body which You are liable to pay following a covered Data Breach as a direct result of Your failure to comply with Data Security Law;
   c Credit Monitoring - payment to You by Us for the cost You incur with the Equifax Credit Watch Service for the provision of credit alert services by Equifax to Data Subjects for a period of 12 months immediately following a covered Data Breach.

Conditions of liability to provide service and payment

1 It is a pre-condition of the Lorega Cyber Recovery Insurance Policy to provide the services and payments stated hereunder that You shall have paid the premium stated above as at the date of the Data Breach.
2 We will not make any payment under the Lorega Cyber Recovery Insurance Policy unless You:
   a provide written notice to Us of any Data Breach discovered during the Period of Insurance within 12 hours of its discovery. For the purposes of this condition:
      i discovery shall mean the knowledge of any of your directors, officers or employees who have any managerial or supervisory functions or responsibility; and
      ii notice must be provided to the CERT via the emergency telephone line set out below.
   b provide written notice to Us of any Claim promptly after it is made against You. Such notice is to be provided within the Period of Insurance, or at the latest within 14 days after this Policy expires for any Claim made against You in the seven days before expiry.
3 You shall not admit any liability for or settle any Claim without Our prior written consent. If You do, We may reduce any payment We make under the Lorega Cyber Recovery Insurance Policy by an amount equal to the detriment We have suffered as a result;
4 You shall ensure that password protection is enabled on all portable devices used, owned or controlled by You and can, when requested, evidence that appropriate regulatory security controls are adhered to. We will not make any payment under the Lorega Cyber Recovery Insurance Policy for any incident occurring during any period when You are not in compliance with this condition, unless You can demonstrate that such non-compliance could not have increased the risk of the loss in the circumstances in which it occurred.

Conditions of the scheme

The cover under this Lorega Cyber Recovery Insurance Policy does not apply to any:

1 Data Breach incurred outside of the United Kingdom, the Isle of Man or the Channel Islands.
2 Data Breach arising from War or Nuclear Risks.
3 Data Breach occurring as a direct or indirect consequence of, or in connection with, or in any way relating to any:
   a fraudulent act, including fraudulent error or omission of any of Your directors or officers; or
   b act, error or omission committed by any of Your directors or officers with the intention of making a personal profit, financial gain or other advantage for which they are not legally entitled;
   c deliberate, wilful or reckless procedures, policies or acts, including deliberate, wilful or reckless errors or omissions by Your directors or officers.

We retain the absolute right, without having to give reasons, to decline to accept a first premium or renewal, but will return any such premium We do not accept.

We have the right, but not the duty, to take over at any time and conduct in Your name the defence and settlement of any Claim made against You.

Presentation of the risk

In agreeing to insure You and in setting the terms and premium, We have relied on the information You have given Us. You must provide a fair presentation of the risk and must take care when answering any questions We ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which You (including Your senior management and those responsible for arranging this Lorega Cyber Recovery Insurance Policy) know or ought to know following a reasonable search.
If You fail to provide a fair presentation of the risk and We establish that such failure was deliberate or reckless, We may treat this Lorega Cyber Recovery Insurance Policy as if it never existed and make no payment under it. You must reimburse all payments already made by Us and We will be entitled to retain all premiums paid.

If You fail to provide a fair presentation of the risk but where such failure was neither deliberate nor reckless, the remedy We will have available to Us will depend upon what We would have done had You made a fair presentation of the risk, as follows:

1 If We would not have provided this Lorega Cyber Recovery Insurance Policy, We may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by Us. We will refund all premiums paid; or

2 If We would have provided this Lorega Cyber Recovery Insurance Policy on different terms (other than as to premium), We will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in Us making no payment for a particular claim. You must reimburse any payments made by Us that we would not have paid if such terms had been in effect.

Subrogation
Notwithstanding that You may, before a Data Breach, have waived in writing all rights of recovery against any person, We may require an assignment of rights of recovery to the extent that payment is made by Us. If an assignment is sought, You must sign and deliver all related papers and co-operate with Us.

Cancellation
You have the right to cancel this Lorega Cyber Recovery Insurance Policy during a period of 14 days after the later of the day of purchase or the day on which You receive Your policy documentation. If You exercise this right before the cover commences You will be entitled to a full refund of premium. If You exercise this right after cover commences, You will be entitled to a refund, less the amount charged (on a pro-rata basis) for the period You were covered. To exercise this right You must contact Your Insurance Broker at the address on the documentation provided to You. If You do not exercise Your right to cancel then Your Cyber Recovery Insurance Policy will continue until the expiry date shown above and You will be required to pay the premium as stated, and no refund will be made in the event of cancellation.

Complaints
Should You have a complaint regarding this Lorega Cyber Recovery Insurance Policy, please contact Lorega in writing at: 36 Leadenhall Street, London EC3A 1AT or by telephone on: 0207 767 3070.

In the event You remain dissatisfied and wish to make a complaint, You can do so at any time by referring the matter to: Hiscox Customer Relations, The Hiscox Building, Peasholme Green, York, YO1 7PR, or by telephone on +44(0)1904 681 198 or by email at customer.relations@hiscox.com.

Complaints which cannot be resolved may be referred to the Financial Ombudsman Service.

Further details will be provided at the appropriate stage of the complaints process. Your legal rights are not affected by these complaints procedures.

Financial Services Compensation Scheme
We are members of the FSCS. You may be entitled to compensation from the scheme if We cannot meet Our obligations. Further information can be obtained from the Financial Services Compensation Scheme. Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

Tel: 0800 678 1100 or 020 7741 4100.

Governing Law
Unless some other law is agreed in writing, this Cyber Recovery Insurance Policy will be governed by the laws of England and Wales.

Fraud
If You, or anyone on Your behalf, tries to deceive Us by deliberately giving Us false information or making a fraudulent Claim under this Cyber Recovery Insurance Policy, then We shall be entitled to serve notice to terminate this Cyber Recovery Insurance Policy with effect from the date of the giving of false information or making of the fraudulent Claim. We shall be entitled to retain all premium payments and shall make no payment in respect of any Claim made after the date of termination. You must reimburse any payments already made under this Cyber Recovery Insurance Policy in relation to and Claim made after the date of termination.

Claims
In respect of any Claim referred by You directly to the Scheme Administrator, the Scheme Administrator acts as agent for Us and not You.

IN THE EVENT OF A CLAIM, PLEASE CALL LOREGA CYBER RECOVERY EMERGENCY LINE ON 020 7767 3075

Our promise
In return for the premium You have paid, We agree to insure You in accordance with the terms and conditions of this Lorega Cyber Recovery Insurance Policy.
Section 19B - Property Damage Loss Recovery

Introduction
Commercial Loss Recovery Insurance provides and pays for the services of an independent, Expert Loss Adjuster to help you in the preparation, negotiation and settlement of your insurance claims in excess of GBP 5,000, subject to the conditions and exclusions of this insurance and the payment of the premium, in respect of claims occurring during the period of insurance.

Loss Recovery Insurance policies are fully underwritten by certain underwriters at Lloyd's, London whose syndicate number and proportion underwritten by them is stated below:
Syndicate: Tokio Marine Kiln Syndicates Limited – 100%

How to make a claim
In the event of a claim please contact your insurance broker, the name of which can be found in the Schedule herein, within thirty (30) days of the insured event.
If your claim is covered Lorega will appoint the Expert Loss Adjuster on your behalf. There is no cover for the services of any Loss Adjuster or other representative other than those appointed by Lorega.
In respect of any claim referred by you directly to the Coverholder the Coverholder acts as agent for the Underwriters and not you.

Definitions
The following words shall have the same meaning wherever they appear in bold in this Section of the Policy.

Award
means the amount paid to you in settlement of a claim negotiated by the Expert Loss Adjuster.

Claim
means a claim notified by you to the insurer of your Commercial Property and Business Interruption underlying policy(ies) in respect of an insured event.

Commercial Property and Business Interruption Policy(ies)
means one or more policies of insurance you take out with one or more separate insurers that provide cover for property and business interruption losses.

Computer System
means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party

Coverholder /Lorega
means Lorega Limited, 36 Leadenhall Street, London, EC3A 1AT. Lorega is authorised and regulated by the Financial Conduct Authority, registration number 308694.

Cyber Act
means: an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System

Cyber Incident
means:
1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Cyber Loss
means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

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

Data Processing Media
means any property insured by this Policy on which Data can be stored but not the Data itself

Expert Loss Adjuster
means the person or organisation appointed by the Coverholder to handle your claim.

Insurance Broker
means the agent appointed by you to arrange your Commercial Property and Business Interruption Policy(ies) and this Loss Recovery Insurance Policy.

Insured Event
means a loss that leads to a claim covered by your Commercial Property and Business Interruption Policy(ies).

Loss Recovery Insurance
means payment of fees charged for the services performed by an Expert Loss Adjuster.

Period of Insurance
means the period as set out in the Policy schedule.

Subrogation
means the assignment of rights of recovery to us for a loss to the extent that payment is made by us.

Underwriters / We / Us / Our
means Loss Recovery Insurance policies are fully underwritten by underwriters at Lloyds.

You / Your / Insured
means the party names as the insured in the Schedule.

Complaints and Concerns
Our aim is to ensure that all aspects of this insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.
If you have any questions or concerns about this policy or the handling of a claim you should, in the first instance, contact your insurance broker, whose contact details are shown in the Schedule.

If you wish to make a complaint, you can do so at any time by referring the matter to:
Lorega Limited, 36 Leadenhall Street, London, EC3A 1AT
Tel: +44(0) 20 7767 3070
Email: complaints@lorega.com

If you are still not satisfied, you may then refer your complaint to the Complaints Team at Lloyd’s. The address of the Complaints Team at Lloyd’s is:
Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN
Tel: 020 7327 5693 Fax: 020 7327 5225
Website: www.lloyds.com/complaints
Details of Lloyd’s complaints procedures are set out in a leaflet “Your Complaint – How We Can Help?” available at www.lloyds.com/complaints and are also available from the above address.
If you remain dissatisfied after Lloyd's has considered your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The contact details are:
Tel: 0800 023 4567 (calls are free from “fixed lines” in the UK) or 0300 123 9123 (call charges may apply in the UK)
Email: complaint.info@financial-ombudsman.org.uk
Making a complaint does not affect your right to take legal action, however, FOS will not adjudicate on any cases where litigation has already commenced

Information you have given us
You must ensure that you have given us, via your insurance broker, a fair presentation of your risk both before you take out this policy and before we agree any variation to it. If we establish that you deliberately or recklessly breached your duty of fair presentation we will treat this policy as if it never existed, declare all claims and retain the premium
If we establish that a breach of your duty of fair presentation was neither deliberate nor reckless, we may:
• treat this policy as if it had never existed, refuse all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered
• treat this policy as if it had never existed, refuse all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered
• We or your insurance broker will write to you if
  • we intend to treat this policy as if it never existed; or
  • need to amend the terms of this policy; and/or
  • decide to reduce proportionately the amount to be paid on a claim

Fraudulent Claims
If you knowingly make a fraudulent claim under this policy:
  a) We will refuse to meet the claim;
  b) We will recover any sums that we have already paid in respect of the claim;
  c) We may treat the policy as having been terminated with effect from the time of the fraudulent act.
If we treat the policy as having been terminated:
  a) We may refuse all liability to you under the policy in respect of a relevant insured event occurring after the time of the fraudulent act, and;
  b) We may not return any of the premium paid under the policy.
Treating the policy as having been terminated under this section does not affect the rights and obligations of the parties to the policy with respect to a claim occurring before the time of the fraudulent act.

Cancellation
You can cancel this section of the Policy at any time by writing to your insurance broker. Any return premium due to you will depend on how long this policy has been in force and whether you have made a claim.
We may cancel this section of the Policy by giving you thirty (30) days’ notice in writing sent to your last known address. We will only do this for a valid reason including but not limited to:
  a) Non-payment of premium;
  b) A change in risk occurring which means that we can no longer provide you with insurance cover;
  c) Non-cooperation or failure to supply any information or documentation we request;
  d) Threatening or abusive behaviour or the use of threatening or abusive language

Financial Services Compensation Scheme
Lloyd's underwriters are covered by the Financial Services Compensation Scheme (‘the Scheme’). You may be entitled to compensation from the Scheme if a Lloyd's underwriter is unable to meet its obligations to you under this policy. If you are entitled to compensation under the Scheme, the level and extent of the compensation depends on the nature of the policy. Further information about the Scheme is available from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY, and on their website: www.fscs.org.uk

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

Sanctions
We do not provide any benefit under this policy where doing so would breach any sanction, prohibition or restriction imposed by law or regulation. LMA5213(Amended)

Law and Jurisdiction
Unless specifically agreed to the contrary this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

The Cover
The following services are provided to you where there is a valid claim under this Loss Recovery Insurance policy:

1. Personal attendance by an Expert Loss Adjuster as soon as practicable after your loss, to ascertain the extent of the loss or damage and to liaise with the insurers of your underlying policy(ies) or your representatives in relation to your claim

2. Preparation by an Expert Loss Adjuster of an itemised claims schedule including where appropriate estimates for replacement/repair of all fixtures, fittings, plant, machinery and stock, which have been damaged or destroyed for submission to the insurers of your Commercial Property and Business Interruption underlying policy(ies), having regards to the terms and conditions of the relevant Commercial Property and Business Interruption underlying policy(ies). However, if required in addition, expert independent valuations or opinions must be obtained at your own expense.

3. In the event of damage to buildings, advising as to the appointment of engineers, surveyors, architects, contractors or tradesmen and the liaison with them to assess the amount of the claim. However, any fees charged by such persons (or by professional valuers) are not part of the Loss Recovery Insurance and must be paid by you should the cost of such fees not be recoverable from the insurers of your Commercial Property and Business Interruption underlying policy(ies).

4. Working with your own advisors, the Expert Loss Adjuster will prepare schedules of increased costs incurred by you and any business interruption loss

5. Negotiating interim payments of the award(s) when the Expert Loss Adjuster deems it advisable having regard to the claim and the terms and conditions of the relevant Commercial Property and Business Interruption underlying policy(ies).

6. Negotiating where possible with your insurers or their appointed Loss Adjusters settlement on your behalf within the terms of the relevant Commercial Property and Business Interruption underlying policy(ies).
Conditions

1. You must have notified your insurance broker within thirty (30) days of the occurrence of the loss giving rise to the claim.

2. You must not have submitted an itemised claim with the insurer(s) of the Commercial Property and Business Interruption underlying policy(ies) prior to obtaining your insurance broker's approval.

3. You must notify Lorega as soon as possible of any alterations or additions to your Commercial Property and Business Interruption underlying policy(ies) and Lorega reserves the right to charge additional premium consequent upon such alterations or additions.

4. You must provide the Expert Loss Adjuster with reasonable cooperation in all matters relating to the claim and provide information promptly upon request. Failure to cooperate with the Expert Loss Adjuster could result in us denying you any further services under your claim.

Subrogation

Although you may, before a loss, have waived in writing all rights of recovery against any person, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. If an assignment is sought, you must sign and deliver all related papers and co-operate with us.

Exclusions

The cover under this policy applies to a claim notified by you to the insurer of your Commercial Property and Business Interruption underlying policy(ies) in respect of an insured event but subject to the following exclusions:

1. Claims less than GBP 5,000 or the policy excess, whichever has been selected or any uninsured losses;
2. Subsidence, landslide or heave;
3. Personal property or injury, product, public or employer's liability claims;
4. Motor, aviation and marine claims;
5. Losses incurred outside of the United Kingdom (including the Isle of Man and the Channel Islands) and/or losses arising from damage occurring outside of the United Kingdom (including the Isle of Man and the Channel Islands).

Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause (Approved by Lloyd's Underwriters Non-Marine Association) (NMA1622)

This Policy does not cover:
1. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or from any consequential loss;
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
   a. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
   b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

War and Terrorism Exclusion Endorsement (NMA2918)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
or
2. Any act of terrorism.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Property Cyber and Data Endorsement (LMA5400)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
   a. Cyber Loss unless subject to the provisions of paragraph 2;
   b. Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including the amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

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

5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Communicable Disease Endorsement (LMA 5393)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test...
a for a Communicable Disease, or
b any property insured hereunder that is affected by such Communicable Disease.

3 As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where
a the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
b the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
c the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4 This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
All other terms, conditions and exclusions of the policy remain the same

Regulatory Information
Lloyd’s underwriters are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA). Firm Number: 202761.

This policy is issued by the coverholder identified within this policy in accordance with the authorization granted to the coverholder under the Binding Authority Agreement with the Unique Market Reference B0621P33045120.

Lorega Limited is authorised and regulated by the Financial Conduct Authority Firm Number: 308694.

Several Liability Notice (LSW1001)
The subscribing insurers’ obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any cosubscribing insurer who for any reason does not satisfy all or part of its obligations.

Data Protection Notice
For the purposes of this Notice, “we/us/our” shall include the Underwriters at Lloyd’s, the coverholder and any agents. The security of data is very important to us, which we will handle with regard to all appropriate security measures. We will collect and process data (including personal information) about any person insured under this Policy for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. Our handling of data is consistent with the core necessary personal data uses and disclosures set out in the London Insurance Market Core Uses Information Notice which you should review.
All data may be used by us for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without your express consent.
All data provided by you about other people to be insured, such as family, friends or other associated, must be with their permission. It is your responsibility to inform them about our use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of this Policy, unless it is further required for legal or regulatory reasons. You have a number of rights in relation to the data, including the right to request a copy of the information (for which there may be a small fee), to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, You should contact Lorega Limited at 36 Leadenhall Street, London, EC3A 1AT Tel: 020 7767 3070
e-mail: info@lorega.com
If you are not satisfied with the way in which any personal data has been managed, you may complain to the Information Commissioner’s Office at: Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom
Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)
Email: casework@ico.org.uk

Lloyd’s Insurance
This insurance is underwritten by certain Underwriters at Lloyd’s, London whose syndicate numbers and the proportions underwritten by them are stated within this policy. This policy is issued by the coverholder identified within this policy in accordance with the authorization granted to the coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this policy.
Signed by

Coverholder
Lorega Limited
36 Leadenhall Street
London
EC3A 1AT

This policy is only valid if it bears the signature of the Coverholder, on behalf of certain Underwriters at Lloyd’s.
Part E – Business Travel

Section 20 – Business Travel

Special Definitions
The following words define particular words and expressions only where appearing within this Section 20 – Business Travel

Accident/Accidental
means a sudden violent external unforeseen and identifiable event.

Capital Benefits
means Capital Benefits shall include Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, and Permanent Total Disablement.

Costs and Expenses
means:
1. All reasonable and necessary legal costs charged by the Appointed Representative and agreed by the Insurer.
2. Legal costs which an Insured Person has been ordered to pay by a court or other body which the Insurer has agreed to or authorised.

Event
means each and every individual loss or series of losses arising out of one event or one catastrophic Accident during any one period of 72 hours which results in Accidental Bodily Injury, dismemberment, disability or death of Insured Person(s).

Excess
means the amount of each and every claim that the Insured Person must pay as shown in the Schedule for the appropriate Sub-section of Section 20 – Business Travel.

Hijack
means the unlawful seizure or unlawful control of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

Insured Person(s)
means any person or category of persons shown in the Schedule.

Money
means coins, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, luncheon vouchers, petrol or other coupons with a monetary value and credit vouchers which belong to or are under the custody and control of the Insured Person.

Operative Time
means the period of time for which the Insurer will cover the Insured Person as specified in the Schedule.

Period of Insurance
means the period from the effective date until the expiry date shown in the Schedule and any subsequent period for which the Insurer accept payment for renewal of this policy.

Permanent Total Disablement
means any permanent disablement other than:
1. Loss of Hearing
2. Loss of Limb
3. Loss of Sight
4. Loss of Speech
which lasts without interruption for more than 12 months from the date of Accident and in all probability shall continue for the remainder of the Insured Person(s) life that will prevent the Insured Person from engaging in or giving attention to:

- their Usual Occupation if in gainful employment;
- business profession or occupation of any and every kind if the Insured Person is not in gainful employment;
- business schooling profession or occupation of any and every kind if the Insured Person is under 16 years of age or under 18 years of age and in full time education.

Medical and Emergency Travel Expenses

Sub-section 1 | Medical and Emergency Travel Expenses

The Cover
In the event of the Insured Person sustaining Accidental Bodily Injury or contracting an Illness during the course of an Insured Journey the Insurer will pay up to the sum insured shown in the Schedule for:

1. Medical Expenses reasonable and necessary emergency medical, surgical, hospital or nursing home charges or emergency dental (for the relief of pain and suffering) fees, including the cost of rescue services to take the Insured Person to Hospital;
2. Emergency Travel Expenses reasonable and necessary additional costs of transport and accommodation incurred in respect of the Insured Person or any one relative or friend who has to travel to remain with or escort the Insured Person home to the United Kingdom or the Insured Person(s) Country of Residence (if different);
3. Repatriation
upon medical advice, the Repatriation of the Insured Person to the United Kingdom or the Insured Person(s) Country of Residence (if different);
4. Emergency Medical Evacuation
upon the advice of the Insurer’s specialist emergency assistance provider, the reasonable and necessary costs of transporting the Insured Person to the nearest suitable Hospital incurred outside the United Kingdom or the Insured Person(s) Country of Residence (if different), provided that:

- a the Insured Person must contact the specialist emergency assistance provider if the Insured Person requires in-patient hospital treatment or Repatriation otherwise the Insurer may not be able to reimburse the costs incurred.
- b the specialist emergency assistance provider must be informed immediately or as soon as reasonably possible of any potential Search and Rescue Expenses claim. A written statement from the police, coastguard or other approved rescue authority involved in the search/rescue must be obtained and submitted to the Insurer in the event of a claim.
- c if the Insurer incurs costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the specialist emergency assistance provider to any person who is not insured under this policy, the Insured shall reimburse the Insurer in respect of such costs and expenses.
- d payment shall not be made under Foreign Coma Benefit if a claim has been accepted under Section 7 – Group Personal Accident for Coma Benefit.

Medical and Emergency Travel Expenses – Automatic Extensions

1. Continuing Medical Charges
In the event of a valid claim under Medical and Emergency Travel Expenses the Insurer will pay the reasonable and necessary cost of Hospital in-patient medical charges incurred within three months immediately following the date of the Insured Person(s) Repatriation to the United Kingdom up to a maximum of £90,000.

2. Foreign Coma Benefit
In the event that an Insured Person sustains Accidental Bodily Injury outside the United Kingdom or the Insured Person(s) Country of Residence (if different) during the Operative Time which results in a continuous unconscious state the Insurer will pay the Insured Person an additional sum of £50 per day for each day of continuous unconsciousness up to a maximum of 965 days.
3 **Funeral Expenses**

In the event of the death of the Insured Person the Insurer will indemnify the Insured Person(s) estate up to a maximum of £10,000 for the reasonable costs incurred of a funeral outside the United Kingdom or their Country of Residence (if different) or the costs of transportation of the Insured Person(s) body or ashes and the Insured Person(s) Personal Belongings back to the United Kingdom or Country of Residence (if different).

4 **Hospital Expenses**

In the event that an Insured Person is admitted as a Hospital in-patient outside the United Kingdom or their Country of Residence (if different) the Insurer will pay the Insured Person £50 for each complete 24 hour period that the Insured Person spends as an in-patient, up to a maximum of 365 days.

5 **Search and Rescue Expenses**

In the event that an Insured Person is reported as missing during the course of an Insured Journey and a search and rescue operation is instigated by the police, coastguard or other approved rescue authority because it is known or believed that the:

1. Insured Person has suffered Accidental Bodily Injury or fallen ill;
2. weather or safety conditions are such that it becomes necessary to instigate a search and rescue operation to prevent the Insured Person sustaining Accidental Bodily Injury or falling ill;
the Insurer will pay up to a maximum of £25,000 for the necessary and reasonable costs incurred in respect of that Insured Person.

**Medical and Emergency Travel Expenses - Exclusions**

The Insurer will not be liable for any claim resulting from:

1. medical expenses incurred when the specific purpose of the journey is for the Insured Person to receive medical treatment or advice;
2. medical expenses arising from an Illness which the Insured Person is aware of and in respect of which the Insured Person is travelling against medical advice or where a terminal prognosis has been given (regardless of the duration of life expectancy);
3. medical expenses incurred whilst on an Insured Journey within the Insured Person(s) Country of Residence;
4. any expenses incurred 12 months after the date the need for treatment first arises.

**Sub-section 2 | Personal Belongings**

**The Cover**

In the event of the Insured Person suffering loss of or damage to Personal Belongings during an Insured Journey the Insurer will indemnify the Insured Person in respect of such loss or damage up to the sum insured shown in the Schedule provided that:

1. the Insured Person shall take all reasonable care in avoiding any loss or damage to their Personal Belongings;
2. the Insurer shall be entitled in the event of a loss and at the Insurer’s sole option to replace any article lost (whether wholly or in part) or to or to reimburse the Insured Person not exceeding in any event the insured value thereof.

The maximum Sum Insured of any one unspecified item is £1,000.

**For Business Equipment this is £500.**

3. a total loss or destruction of an insured item with the exception of Business Equipment shall be dealt with on a full replacement basis up to a maximum of £1,000 for any unspecified item. There will be no reduction for wear and tear and depreciation.

b. loss or destruction of any item of Business Equipment shall be dealt with on the basis of the market value of the item at the date of the loss taking in to account wear and depreciation.

4. Any amount paid for Personal Belongings Automatic Extensions - Temporary Loss will be deducted from any subsequent payment for total loss or subsequent damage where the temporary loss becomes permanent.

5. the Insured Person must retain any damaged articles for the Insurer’s inspection. The Insurer shall be entitled to take up and keep possession of any damaged property and to deal with as salvage following such damage.

**Personal Belongings - Automatic Extensions**

1. **Temporary Loss**

In the event of an Insured Person being temporarily deprived of their Personal Belongings for at least four hours from the time of arrival at their destination during an Insured Journey, the Insurer will reimburse the Insured Person in respect of emergency and necessary purchases subject to a maximum of £2,000 for any one claim.

2. **Business Equipment**

In the event of loss of or damage to Business Equipment in the care, custody or control of the Insured Person during an Insured Journey, the Insurer will indemnify the Insured in respect of such loss up to £3,000.

3. **Loss of Keys**

In the event that the Insured Person loses their keys to their main permanent residence, place of work or vehicle whilst on an Insured Journey the Insurer will indemnify the Insured Person for the costs (parts and labour) of replacing the relevant locks up to a maximum of £500. The Insurer will not arrange for the work to be carried out and will not be liable for any damage caused in the process of replacing the locks.

**Personal Belongings - Exclusions**

The Insurer will not be liable for any claim resulting from:

1. breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried;
2. loss or damage caused by:
   a. conditions, wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container);
   b. mechanical or electrical failure or breakdown;
   c. any process of cleaning, drying, restoring, repairing or alteration;
3. loss of Money;
4. loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority;
5. loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report);
6. loss or damage from pressure in an aircraft cargo hold;
7. theft or attempted theft of Personal Belongings or Business Equipment from any Unattended Vehicle unless kept out of sight in a locked boot or compartment or in the case of a hatchback or estate car under a purpose built luggage cover. There must be evidence that the vehicle has been broken into;
8. loss of or damage to vehicles, their parts or accessories;
9. loss of or damage to Personal Belongings sent as freight or under a bill of lading;
10. loss of or damage to sports equipment (including winter sports equipment) while in use;
11. loss of Business Equipment not involving theft by violent and forcible means;
12. loss of Business Equipment which is insured under any other insurance policy.
Sub-section 3 | Money

The Cover
In the event of the Insured Person suffering the loss or theft of Money:

- a during the course of an Insured Journey, or;
- b occurring during the 120 hours immediately prior to such journey or the 120 hours immediately following such journey if obtained for the purposes of undertaking the Insured Journey and in the custody and control of the Insured Person, the Insurer will indemnify the Insured Person for such loss up to the sum insured shown in the Schedule.

Fraudulent Use of Credit Cards
If the Insured Person sustains financial loss as a direct result of a credit charge debit or bankers card being lost or stolen during an Insured Journey and it being fraudulently used by someone other than the Insured Person, the Insurer will indemnify the Insured Person for such loss up to a maximum of £3,000 for any one Insured Journey provided that the Insured Person has fully complied with all terms and conditions under which such card has been issued.

Money - Automatic Extensions

1 Lost or Damaged Documents
If the Insured Person sustains loss of or damage resulting in any travel documents, driving licence, visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey the Insurer will indemnify the Insured Person in respect of any fees charged including those charged by the appropriate consular visa and/or passport office and for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £1,500 for any Insured Journey.

2 Theft of Documents
If an Insured Person sustains theft of any travel documents, driving licence, visa and/or passport within seven days prior to the proposed departure date of an Insured Journey the Insurer will indemnify the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained subject to a maximum of £1,000 for any claim.

Money - Exclusions

The Insurer will not be liable for any claim resulting from:

1 any costs due to delay confiscation errors or omissions in receipts or payment or accountancy or depreciation in value;
2 any loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report);
3 any loss or theft of a credit card, charge card or cash card which results in fraudulent use unless the Insured Person has complied with all the terms and conditions under which the card was issued;
4 any loss of or damage to a rental vehicle caused deliberately by the Insured Person;
5 any single loss of coins bank or currency notes in excess of £2,000;
6 theft or attempted theft of Money from any Unattended Vehicle unless kept out of sight in a locked boot which is separate from the passenger compartment or locked compartment or in the case of a hatchback or estate car, under a purpose built luggage cover. There must be evidence that the vehicle has been broken into.

Sub-section 4 | Cancellation, Curtailment or Change of Itinerary

The Cover

Cancellation
If the Insured or the Insured Person are forced to cancel an Insured Journey as a direct and necessary result of any cause outside the Insured's or the Insured Person(s) control the Insurer will reimburse the Insured or the Insured Person for all non returnable deposits, advance payments and other charges paid or due to be paid by the Insured or the Insured Person for travel and accommodation in respect of the Insured Journey up to the sum insured shown in the Schedule subject to a maximum payment of £50,000 in the aggregate in respect of any one incident.

Curtailment
If the Insured or the Insured Person are forced to cut short an Insured Journey and return to the United Kingdom or normal Country of Residence (if different) as a direct and necessary result of any cause outside the Insured's or the Insured Person(s) control the Insurer will reimburse the Insured or the Insured Person up to the sum insured shown in the Schedule for:

1 all non returnable deposits, advance payments and other charges paid or due to be paid by the Insured or the Insured Person for travel and accommodation in respect of the Insured Journey, and;
2 the reasonable additional cost of travel and accommodation necessarily incurred to return the Insured Person to the United Kingdom or normal Country of Residence (if different).

Replacement
When an Insured Journey has been cut short following departure the Insurer will reimburse the Insured or the Insured Person for the reasonable additional cost of travel and accommodation necessarily incurred as a direct result of:

1 returning the Insured Person to the United Kingdom or normal Country of Residence (if different);
2 sending a replacement to assume the duties of the original Insured Person;
3 up to a limit of £5,000.

Change of Itinerary
If following departure the Insured or the Insured Person are forced to alter pre-booked travel arrangements in connection with an Insured Journey as a direct and necessary result of any cause outside the Insured's or the Insured Person(s) control the Insurer will reimburse the Insured or the Insured Person for the reasonable additional costs of travel and accommodation necessarily incurred to enable the Insured Person to continue that Insured Journey up to the sum insured shown in the Schedule.

Evacuation Cover
If following departure on an Insured Journey the Insured Person is forced to Evacuate as a result of any cause outside the Insured's or the Insured Person(s) control the Insurer will pay the Insured or the Insured Person all Evacuation Expenses incurred up to a maximum limit of £50,000 for all claims in any one Period of Insurance provided that the Insured or the Insured Person must consult the Insurer’s Security Consultants immediately in the event of any incident, event or circumstances that might give rise to a claim under Evacuation Cover. If the Insured or the Insured Person do not, the right to any claim under this section may be lost.

Cancellation, Curtailment or Change of Itinerary - Exclusions

The Insurer will not be liable for any claim resulting from:

1 the Insured Person travelling against or planning to travel against the medical advice of a Qualified Medical Practitioner or for the purpose of obtaining medical treatment or where a terminal prognosis has been given (regardless of the duration of life expectancy);
disinclination to travel or if on an Insured Journey, deciding not to continue;
3. the Insured’s or an Insured Person(s) financial circumstances;
4. redundancy or resignation of an Insured Person or the termination of an Insured Person(s) contract of employment within 30 days of a pre-booked Insured Journey or once an Insured Journey has started;
5. the financial failure or omission or neglect of any provider or its agent of transport or accommodation;
6. withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the Insured Person is due to depart from the United Kingdom such Insured Person is prevented from taking their trip due to:
   a. airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary;
   b. an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary.
All claims must be supported by documentary evidence that the Insured Person has been unable to obtain a refund from their travel and/or accommodation provider.
7. strike, labour dispute or failure of the means of transport other than where the departure of any means of transport on which the Insured Person is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked;
8. the Insured or the Insured Person violating the laws or regulations of the country in which they are travelling;
9. an Insured Person failing to check in according to the itinerary provided unless the failure was due to strike or industrial action.
10. the Insured or the Insured Person failing to produce or maintain immigration work residence or similar visas permits or documents for the country to which they are travelling;
11. Evacuation of nationals of the country involved;
12. regulations made by any Government or public authority;
13. any claim where it is subsequently found that the person involved is not an Insured Person. Any costs incurred in this event shall be the Insured’s sole responsibility;
14. any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an Insured Journey was booked.

Sub-section 5 | Travel Delay

The Cover
The Insurer will compensate the Insured Person for

Travel Delay
If the outward or homeward departure of an aircraft, train, or sea vessel in which the Insured Person has booked to travel is delayed due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, train, or sea vessel which results in delay for at least 4 hours from the departure time indicated by the carrier by the amount of
1. £50 for the first complete 4 hours delay, and;
2. £50 for each subsequent 4 hours delay thereafter but not exceeding the amount paid in respect of fares for such delayed travel or £750 whichever is the lesser.

Travel Delay - Exclusions
The Insurer will not be liable for any claim resulting from;
1. the failure of the Insured Person to check in not later than the time indicated by the carriers;
2. the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay;
3. withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the Insured Person is due to depart from the United Kingdom such Insured Person is prevented from taking their trip due to:
   a. airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary;
   b. an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary.
All claims must be supported by documentary evidence that the Insured Person has been unable to obtain a refund from their travel and/or accommodation provider.
4. the failure of the Insured Person to accept alternative equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance;
5. strike, labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked;
6. delay where compensation is recoverable from the airline or other carrier;
7. any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an Insured Journey was booked.

Sub-section 6 | Missed Departure

The Cover
The Insurer will indemnify the Insured or the Insured Person for reasonable additional accommodation and transport expenses necessarily incurred in order for the Insured Person to reach their final destination caused by their late arrival at any departure point shown on their itinerary to start the Insured Journey caused by:
1. the public transport used by the Insured Person being delayed;
2. the vehicle the Insured Person is travelling in being involved in an Accident;
3. the vehicle the Insured Person is travelling in breaking down up to a limit of £1,000.
Missed Departure - Exclusions
The Insurer will not be liable for any claim:
1. if the Insured Person does not do everything possible to get to the international departure point from or to the United Kingdom for the time specified on the travel tickets;
2. unless a police report or insurer’s accident report form has been obtained showing the time and place of the accident;
3. unless a written repairer's report has been obtained it claiming because the vehicle the Insured Person was travelling in has broken down;
4. arising from any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an Insured Journey was booked.

Sub-section 7 | Hijack, Kidnap and Ransom

The Cover
In the event of the conveyance in which an Insured Person is travelling being subject to Hijack during an Insured Journey and the Insured Person being detained as a result for a period in excess of 24 hours or if during an Insured Journey the Insured Person is detained as a result of Kidnap, the Insurer will indemnify the Insured Person as below:
1. In respect of Hijack; £300 per day for each complete period of detention;
2. In respect of Kidnap; £300 per day for each complete period of detention;
3. to a maximum of £25,000 in total for any one occurrence; and
4. In respect of Kidnap and Ransom; Consultants’ Costs incurred solely and directly as a result of Kidnap outside the United Kingdom or the Insured Person(s) Country of Residence (if different) up to a maximum total limit of £250,000 in any one Period of Insurance.

Hijack, Kidnap and Ransom - Automatic Extensions
1. Life Threatening Situation Expenses
In the event that an Insured Person becomes involved in a situation where the Insurer’s Security Consultants agree that the Insured Person(s) life is in danger the Insurer will pay the Insured or the Insured Person for any reasonable and necessary costs incurred by the Insurer’s Security Consultants in extricating the Insured Person from such situation up to a maximum limit of £10,000 for all claims in any Period of Insurance provided that:
1. the Insured and the Insured Person must make a reasonable effort not to disclose the existence of this insurance.
2. the Insured or the Insured Person must inform the Insurer’s Security Consultants immediately in the event of any circumstances that could give rise to a claim under this section. Their telephone number is +44 207 741 2074.
3. the Insured and the Insured Person must provide the Insurer’s Security Consultants with assistance and information in a timely manner and must not attempt to make arrangements without the involvement and/or agreement of the Insurer’s Security Consultants.

Hijack, Kidnap and Ransom - Exclusions
The Insurer will not be liable for any claim:
1. for an Insured Person within the United Kingdom or their normal Country of Residence (if different);
2. relating to any criminal or fraudulent act of the Insured or the Insured Person;
3. if the Insured or the Insured Person has had Kidnap insurance declined or cancelled in the past;
4. for an Insured Person whilst on an Insured Journey in excess of 60 days duration;
5. for any Kidnap which occurs in Afghanistan, Colombia, Mexico, Nigeria, the Philippines, Venezuela or any country all travel to which has been advised against by the Insurer’s Security Consultants or the British Government or the government of the Insured Person(s) Country of Residence (if different);
6. for any sums the Insured or the Insured Person become legally liable to pay as the result of any legal action for damages including legal costs incurred by the Insured or the Insured Person in defence of such action as the result of alleged negligence or incompetence in hostage retrieval or negotiations following Kidnap or alleged negligence in not preventing Kidnap.

The Insurer will not be liable for any Life Threatening Situation Expenses claim:
1. where the life threatening situation is due to any unpaid debt or criminal or fraudulent act of the Insured Person;
2. incurred in the United Kingdom;
3. where the Insured Person has deliberately exposed themselves to undue peril;
4. where after commencement of an Insured Journey, warnings to leave have been given by the Insurer’s Security Consultants or the British Government or the government of the Insured Person(s) Country of Residence (if different) and the warnings have not been acted upon in a timely manner;
5. incurred in relation to Hijack or Kidnap;
6. incurred where the Insured Person was on an Insured Journey exceeding 30 days;
7. for any sums the Insured Person becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the Insured or the Insured Person in defence of such action as the result of alleged negligence or incompetence in extrication from the life threatening situation or alleged negligence in not preventing the involvement of the Insured Person in such a situation.

Sub-section 8 | Personal Liability

The Cover
The Insurer will indemnify the Insured Person for sums which the Insured Person shall become legally liable to pay as damages and the Insured Person’s proper costs and expenses in respect of Accidental death or Accidental Bodily Injury to any other person or Accidental loss of or damage to material property of any other person.

All costs and expenses incurred with the Insurer’s written consent in respect of any claims against the Insured Person shall be payable in addition notwithstanding that the Insurer’s total liability does not exceed the limit of liability shown in the Schedule provided that:
1. the Insured Person shall give immediate notice to the Insurer of any occurrence for which there may be liability under this Policy and shall provide the Insurer with such particulars and information as they may require and shall forward to them immediately on receipt every letter, writ, summons and process and shall advise them in writing immediately when the Insured Person has knowledge of any impending prosecution inquest or fatal inquiry in connection with the said occurrence.
2. neither the Insured nor any Insured Person must admit any liability or pay, offer to pay or negotiate any claim without the Insurer’s prior written consent.
3. the Insurer shall be entitled at the Insurer’s discretion to take over and conduct in the name of the Insured Person the defence or settlement of any claim and to prosecute at the Insured’s own expense and for the Insurer’s own benefit any claim for indemnity or damages against any other person(s) and the Insured Person shall give all information and assistance required.
4. the Insurer may at any time at the Insurer’s sole discretion pay to the Insured Person a sum equal to the limit of indemnity for Personal Liability stated in the Schedule in respect of any occurrence or any lesser sum(s) for which the claim or claims arising from such occurrence can be settled and the Insurer shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
5. in the event of a claim or series of claims resulting in the liability of the Insured Person to pay a sum in excess of the
limit of indemnity for Personal Liability stated in the Schedule the Insurer's liability for such costs and expenses shall not exceed an amount being in the same proportion as the Insurer's payments to the Insured Person bear to the total payment made by or on behalf of the Insured Person in settlement of the claim or claims.

6 the Insurer's liability under Personal Liability for all damages sustained by the Insured Person to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of liability shown in the Schedule.

Personal Liability - Exclusions
The Insurer will not be liable for any claim arising from:
1. any liability in respect of Accidental death or Accidental Bodily Injury sustained by any member of the Insured Person(s) family or any person who is under a contract of service with the Insured and which arises out of and in the course of their employment by the Insured or liability arising in connection with any business profession or occupation;
2. liability for loss of or damage to property belonging to or in the custody or control of the Insured Person, their family or of any employee or agent of the Insured Person or liability arising out of the ownership possession or use by the Insured Person of any land or buildings;
3. liability arising from the ownership possession or use of any mechanically propelled vehicle aircraft hovercraft or watercraft (other than hand propelled watercraft) under the control of the Insured Person;
4. liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement;
5. liability which is the result of any claim resulting from the transmission of any communicable disease or virus;
6. liability which is the result of any willful malicious or unlawful act; or
7. any punitive or exemplary damages.

Sub-section 9 | Legal Expenses

The Cover
The Insurer will negotiate on the Insured Person(s) behalf for legal rights to bring Legal Proceedings to pursue a civil claim resulting from an incident, for which the Insured Person is not at fault which causes the death of or personal injury to an Insured Person during an Insured Journey, provided that
1. the insured incident occurs during the Period of Insurance;
2. Prospects of Success exist for the duration of the claim;
3. in respect of any appeal or defence of an appeal, it has been reported to the Insurer at least 10 working days prior to the deadline for any appeal;
4. the maximum amount the Insurer will pay for Costs and Expenses for any one Insured Person in respect of any or all claims arising from one cause is $50,000;
5. an Insured Person or their legal representative reports an insured incident as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the insured incident; and
6. the Insured Person adheres to the following Conditions.

Legal Expenses Conditions
1. An Insured Person(s) Duty
An Insured Person must report an insured incident to the Insurer as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the insured incident.

2. Legal Representation
a. On acceptance of a claim, if appropriate, the Insurer will appoint an Appointed Representative.
b. If it is necessary to start court proceedings or there is a conflict of interest, the Insured Person is free to nominate an Appointed Representative by sending to the Insurer the name and address of the suitably qualified person.

c. If the Insurer does not agree to the choice of Appointed Representative under b above, the Insured Person may choose another suitably qualified person.
d. If there is still a disagreement with regard to the Appointed Representative, the Insurer will ask the president of a relevant national law society to choose a suitably qualified person to represent the Insured Person. The Insurer and the Insured Person must accept such choice.
e. In all other circumstances the Insurer will be free to choose an Appointed Representative.
f. An Appointed Representative will be appointed by the Insurer and represent the Insured Person according to the Insurer's standard terms of appointment (which may include a 'no win no fee' agreement). The Appointed Representative must co-operate with the Insurer at all times.

3. Our Rights and the Insured Person(s) Obligations
a. The Insurer will have direct access to the Appointed Representative who will, upon request, provide the Insurer with any information or opinion on the claim.
b. The Insured Person must co-operate fully with the Insurer and the Appointed Representative and must keep the Insurer up-to-date with the progress of the claim.
c. At the Insurer’s request the Insured Person must give the Appointed Representative any instructions that the Insurer requires.
d. The Insured Person must notify the Insurer immediately if anyone offers to settle a claim or makes a payment into court.
e. If the Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, the Insurer may refuse to pay further costs and expenses.
f. No agreement to settle on the basis of both parties paying their own costs is to be made without the Insurer's prior approval.

4. Discontinuance of a Claim
If the Insured Person;
a. settles a claim or withdraws a claim without the Insurer's prior agreement;
b. does not give suitable instructions to the Appointed Representative; or
c. dismisses an Appointed Representative without the Insurer's prior consent,
the cover the Insurer provides will end immediately and the Insurer will be entitled to re-claim from the Insured Person any Costs and Expenses the Insurer has incurred.

5. Recoveries
The Insured Person must take every available step to recover Costs and Expenses that the Insurer has to pay and the Insured must pay the Insurer any Costs and Expenses that are recovered.

6. Disputes
If any difference arises between the Insurer and the Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, the Insured Person can take the steps outlined in the Insurer’s complaints procedure.

7. Arbitration
The Insured Person has the right to refer any difference that arises between the Insurer and the Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by the Insurer and the Insured Person. If there is a disagreement with regard to the choice of counsel, the Insurer will ask the president of a relevant national law society to choose a suitably qualified person. The arbitrator’s decision shall be final and binding on both parties. All costs for resolving the difference will be met by the party whom the decision is made against.
Legal Expenses - Exclusions

The Insurer will not pay any claim:
1 if the Insured Person does not keep to the terms, conditions and exceptions under Sub-section 9 Legal Expenses;
2 where the Insured Person is more specifically insured under another policy or in respect of any amount which the Insured Person cannot recover from a more specific insurance because the insurer of that insurance refuses the claim;
3 relating to the Insured Person driving a motor vehicle without a valid licence and/or insurance;
4 relating to any illness, death or bodily injury which develops gradually or is not caused by a specific sudden event;
5 arising from Deep Vein Thrombosis (DVT) or its symptoms that result from travelling by air;
6 in respect of libel or slander;
7 for Costs and Expenses incurred prior to the Insurer’s written acceptance of a claim;
8 for Costs and Expenses which have been incurred by the Appointed Representative on a contingency fee basis;
9 in respect of any legal action an Insured Person takes which the Insurer has not agreed to or where an Insured Person does anything to hinder the Insurer or the Appointed Representative;
10 deliberately or intentionally caused by the Insured Person or as a result of the Insured Person(s) criminal act;
11 for any fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority;
12 in respect of an application for judicial review;
13 relating to any non-contracting party’s rights (other than those of an Insured Person) to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section;
14 for a dispute with the Insurer other than as catered for in Sub-section 9 Legal Expenses: Conditions 6 and 7; or
15 against a tour operator, travel agent, insurer or their agent, a member of the Insured Person(s) family, another Insured Person under this policy, the Insured or the Insurer.

Section 20 | Exclusions

The Insurer shall not be liable for any loss, claim, or other damages or expenses arising directly or indirectly or in consequence of:

1 War
   any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event;
   a War in the Insured Person(s) Country of Residence or secondment
   b any action taken in controlling, preventing, suppressing or in any way relating to 1a above
   The above exclusion shall be inoperative in the event of War being declared whilst the Insured Person is actually engaged on an Insured Journey abroad;

2 Aviation
   the Insured Person engaging in any kind of flying other than as a passenger.

3 Service Personnel
   the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service;

4 Self-harm
   the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury;

5 Criminal Acts
   the Insured Person(s) own criminal act;

6 Insanity
   the Insured Person being in a state of insanity;

7 Foreign Office Advice
   any claim incurred or in respect of any travel to Afghanistan, Iran, Iraq, North Korea, Syria, or any country destination or region in respect of which the advice of the British Government or the government of the Insured Person(s) Country of Residence (if different) at the time the trip was booked was “against all travel to”.

8 Policy Age Limit
   Unless otherwise agreed by the Insurer and specifically noted in this Policy no person over the age of 75 will be covered by this Policy.
General Conditions

The following General Conditions shall apply to all Sections of this Policy unless stated otherwise:

Continuing Obligations:

1. Acquisition, Creation or Disposal of Subsidiaries (applicable to Sections 15, 16, 17 and 18 only)
   In respect of
   a. If the Insured acquires or creates a Subsidiary subsequent to the inception of this Policy, the following provisions apply:
      i. Full information must be supplied to the Insurers within 60 (sixty) days. In this event the Insurers reserve the right to charge an additional Premium and, if deemed necessary, to alter the terms of this Policy;
      ii. Upon agreement, coverage hereon shall only attach from the date of acquisition or creation for subsequent acts. The Insurers shall not be liable for any Wrongful, Corporate Wrongful, Employment Wrongful, or Breach of Duty committed, or Investigation Costs for investigations initiated, or Criminal Loss discovered prior to the date the new or additional Subsidiary was established or acquired by the Insured unless otherwise agreed.
   b. From the date that an entity ceases to be a Subsidiary during the Period of Insurance or ceases to be a Subsidiary during any insurance of which this is a renewal, the following provisions apply:
      i. There shall be no coverage for any subsequent Wrongful, Corporate Wrongful, Employment Wrongful, or Breach of Duty committed, or Investigation Costs for investigations initiated, or Criminal Loss discovered, after the date that an entity ceases to be a Subsidiary.
      ii. Coverage shall continue for the remainder of the Period of Insurance including the Optional Extension Period or Optional Extended Discovery Period if applicable, for claims arising from any Wrongful Act, Corporate Wrongful Act, Employment Wrongful Act, or Breach of Duty committed, or Investigation Costs for investigations initiated, or Criminal Loss discovered, prior to the date the entity ceased to be a Subsidiary.
   c. The Insurers shall be notified as soon as practicable, but in any event no more than 60 (sixty) days after the Insured or its Trustees, Directors or Officers are first made aware of the consolidation or merger of the Insured with another. On receipt of such notice the Insurers shall have the right to amend the terms and conditions of the Policy.

2. Alteration
   If after the inception of the Period of Insurance there is any alteration:
   a. By removal; or
   b. Whereby the risk of legal liability is increased; or
   c. Whereby the Insured’s interest ceases except by will or operation of law; or
   d. Whereby the Business is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or
   e. Any change is made in the description of the Business; other than for the creation, acquisition or disposal of a Subsidiary as described under General Conditions 1 Acquisition. Creation or Disposal of Subsidiaries, the Insured shall give written notice to the Insurer as soon as reasonably practical and in any event no later than 14 (fourteen) days from the date of the alteration or the Insured’s knowledge of the alteration.
   The Insurer reserves the right to amend the terms of this Policy at the time of such notification and no indemnity shall be provided until the Insured has accepted the terms, which offer and acceptance must be signed in writing and by an Endorsement attaching to this Policy. Any change in the description of the Business and any material variation from the information supplied to the Insurer at the time this insurance was effected, not notified to the Insurer are not indemnified hereunder.

3. Assignment
   This Policy may not be assigned without the Insurers’ written consent.

4. Authorisation
   It is agreed that the Insured shall act on behalf of the Insured, any Subsidiary, any Person Employed or any other person or organisation who may be entitled to indemnity under this Policy in matters concerning this Policy, including:
   a. Notification of any claims in accordance with the Policy Claims Conditions.
   b. Payment of Premiums or the receiving of any return Premiums that may become due under this Policy.
   c. Negotiation, agreement to and acceptance of renewal terms and Endorsements applying to this Policy.
   d. Cancellation or non-renewal of this Policy

5. Average (Underinsurance) (applicable to Sections 1, 3 and 8 only)
   Unless more specifically stated, each Sum Insured shall be subject to Average. Whenever a Sum Insured is declared to be subject to Average, if at the time of any Damage such Sum Insured is less than the total value of such property, then the Insured shall be considered as being their own insurers for the difference and shall bear a rateable share of the loss accordingly. Section 2 has the Conditions of Average which is stated in the wording of that Section.

6. Cancellation
   a. The Insured may cancel this Policy at any time after the date the Insurer has received the Premium by providing 30 days notice in writing to the Insurer.
   b. The Insurer will cancel this Policy from the inception date if the Insured has not paid the Premium. Such cancellation will be confirmed in writing by the Insurer to the Insured’s last known address.
   c. The Insurer will cancel this Policy from the date of any payment default if the Premium is settled by instalment and attempts to rectify any default have been unsuccessful and the Premium has not been paid, and no return Premium will be allowed. Such cancellation will be confirmed in writing by the Insurer to the Insured’s last known address.
   d. The Insurer may also cancel this Policy at any time by sending not less than 30 days notice in writing to the Insured’s last known address.

7. Choice of Law
   Unless otherwise agreed by the Insurers and the Insured, this Policy shall be subject to and construed solely in accordance with the appropriate law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which the Insured has its principal place of business

8. Computer Records (applicable to Sections 1, 2, 3 and 5 only)
   It is a condition precedent to liability that the Insured shall maintain a minimum of 2 (two) generations of back-up Data and Software taken at intervals no less frequently than every 48 (forty-eight) hours, one copy as a minimum being held off site.
9 Contracts (Rights of Third Parties) Act 1999
A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 and any amending and/or subsequent legislation to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10 Declarations/Adjustments of Premium
If any part of the Premium is based on estimates provided by the Insured, the Insured shall keep an accurate record containing all relevant information and shall at any time allow the Insurers to inspect such record. The Insured shall upon request and within 60 (sixty) days after the expiry of each Period of Insurance furnish the relevant information, including but not limited to wage roll and turnover, as the Insurers may require. The Premium shall then be adjusted and the difference paid by or allowed to the Insured, subject to any Minimum Premium required within 30 (thirty) days of receipt of the Insurers' adjusted premium calculations. The Insurers reserve the right to request the Insured to supply an auditor's certificate attesting to the accuracy of any information furnished to the Insurers.

11 Fire Protections (applicable to Sections 1, 2, 3 and 6 only)

Fire Alarms
It is a condition precedent to liability that where the Insurers require that the Premises are protected by an automatic fire alarm installation the Insured will:

a. carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;
b. carry out the maintenance procedures specified by the manufacturers of the equipment;
c. notify the Insurers immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 (twelve) hours or more;
d. record details of all events such as alarm faults, tests, maintenance and disconnections and keep such details available for examination by the Insurers' representatives.

Fire Break Doors and Shutters
It is a condition precedent to liability that all fire break doors and shutters shall be kept closed except during working hours and shall be maintained in efficient working order.

Sprinkler Maintenance
It is a condition precedent to liability that where the Insurers require that the Premises are protected by an automatic sprinkler system the system is:

a. maintained in good working order;
b. in full and effective operation unless otherwise agreed by the Insurers;
c. under a contract for maintenance and half yearly inspections with engineers approved by the Insurers and any defects, faults or shortcomings revealed by such tests are immediately rectified unless otherwise agreed by the Insurers;
d. tested by the Insured in accordance with the Insurers' requirements and the Sprinkler Test card provided;

12 Insurable Interest
The insurable interest in the insurance by this Policy shall not be transferred without the written consent of the Insurers.

13 Interpretation
In this Policy:
a. reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;
b. reference to any statutory or other body shall include the successor to that body;
c. words importing the singular include the plural and vice versa and references to persons includes bodies corporate or unincorporated. Words importing any gender shall include all genders;
d. if any term, condition, exclusion or Endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
e. the headings are for reference only and shall not be considered when determining the meaning of this Policy.

14 Jurisdiction
The Insurers and the Insured agree that all disputes arising out of or in connection with this Policy, including but not limited to any disputes relating to the formation, validity and interpretation and application of the terms, conditions, limits and exclusions of this Policy, shall be subject to the exclusive jurisdiction of the Courts of England and Wales. The Premium for this Insurance has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

15 Liquidation or Insolvency
This Policy shall terminate upon:
a. the acquisition of the Insured by way of the acquisition of more than 50% of issued share capital, voting rights or of assets, by any other entity, or
b. the merger or acquisition of the Insured into or with another entity such that the Insured are not the surviving entity;
c. the appointment of a liquidator, receiver, supervisor, trustee or insolvency appointee or fiduciary to the Insured; or
d. the Insured winding-up, except that such winding up is solely of a Subsidiary of the Insured where in General Condition 1 Acquisition, Creation or Disposal of Subsidiaries shall apply
Following the termination of this Policy, the Insured shall be entitled to continue to notify any:
a. Criminal Loss discovered, or
b. Claim made, prior to the termination of the Policy, provided that:
   a. cover shall only apply to any less or that part thereof arising as a direct result of any Wrongful Act, Corporate Wrongful Act, Employment Wrongful Act, or Breach of Duty committed, or Criminal Loss discovered, prior to the termination of this Policy, or Investigation Costs for investigations initiated prior to such effective date.; and
   b. the Policy is not renewed or replaced with any other policy affording similar cover for the benefit of the former Insured and/or Persons Employed.
c. such notification is given within 30 days of the termination of this Policy, or expiry of any applicable Optional Extension Period or applicable Optional Extended Discovery Period

16 Long Term Undertaking
The Schedule states whether the premiums, terms and conditions of this Policy have been specifically calculated in consideration of the Insured having given an undertaking expiring on the date as stated in the Schedule, to offer annually to the Insurers the insurance under this Policy on the limits, terms, conditions and exclusions in force at the expiry of each Period of Insurance and to pay the premium annually in advance. It being understood that:

a. the Insurers shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking;
b. where appropriate the Sum Insured may be reduced at any time to correspond with any reduction in value or in the Business.

The above-mentioned undertaking applies to any Policy (or Policies) which may be issued by the Insurers in substitution for this Policy and the same discount shall be allowed off the premiums for any substituted Policy (or Policies) issued by the Insurers as aforesaid.
Payment of the premium due at the expiry date as stated in the Schedule shall be deemed to be acceptance by the Insured of the terms of this Condition.
17 Non-disclosure, Misrepresentation or Misdescription
Before this policy was entered into
If the Insured have breached the Insured’s duty to make a fair presentation of the risk to the Insurer before this policy was entered into, then:

a where the breach was deliberate or reckless, the Insurer may avoid this Policy and refuse all claims, and keep all premiums paid;
b where the breach was neither deliberate nor reckless, and but for the breach:
   i the Insurer would not have agreed to provide cover under this policy on any terms, the Insurer may avoid this policy and refuse all claims, but will return any premiums paid;
   ii the Insurer would have agreed to provide cover under this policy but on different terms (other than premium terms), the Insurer may require that this Policy includes such different terms with effect from its commencement, and/or
   iii the Insurer would have agreed to provide cover under this Policy but would have charged a higher premium, the Insurer’s liability for any loss amount payable shall be limited to the proportion that the premium the Insurer charged bears to the higher premium the Insurer would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Before a variation was agreed
If the Insured have breached the Insured’s duty to make a fair presentation of the risk to the Insurer before any variation to this Policy was agreed, then:

a where the breach was deliberate or reckless, the Insurer may cancel this Policy with effect from the date of the variation, and keep all premiums paid;
b where the breach was neither deliberate nor reckless, and but for the breach:
   the Insurer would not have agreed to the variation on any terms, the Insurer may treat this policy as though the variation was never made, but will return any additional premiums paid
   ii the Insurer would have agreed to the variation but on different terms (other than premium terms), the Insurer may require that the variation includes such different terms with effect from the date it was made, and/or
   iii the Insurer would have agreed to the variation but would have increased the premium, or would have increased it by more than the Insurer did, or would not have reduced it or would have reduced it by less than the Insurer did, the Insurer’s liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This Condition operates in addition to any provisions relating to underinsurance in this policy.

18 Contribution (applicable to Sections 1 to 6 inclusive and 8 only)
If at the time of any claim(s) covered by this Policy there shall be any other insurance covering the same risk or part thereof the Insurers shall not be liable for more than their rateable proportion thereof.

If any such other insurance be subject to any condition of Average, this Policy, if not already subject to any such condition of Average, shall be subject to Average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, either in whole or in part, or from contributing rateably, the liability of the Insurers shall be limited to that proportion of the Damage which the Sum Insured under this Policy bears to the value of the property.

19 Contribution (applicable to all sections other than Sections 1 to 6 inclusive, 8, 14 and 19)
If the Insured, or any Person Employed is insured under any other existing Policy regardless of whether such Loss or Criminal Loss or Claim is collectable or recoverable, the Insurer shall not be liable for any Loss or Criminal Loss or Claim except in respect of any amount which exceeds the excess and limit of liability of such other insurance.

Where any Outside Entity may provide indemnity and/or has its own relevant and collectable insurance for the benefit of the Insured or any Person Employed, the Insurer will only be liable under this policy in excess of such other indemnity or insurance.

20 Precautions and Reasonable Care
It is a condition that the Insured shall take all reasonable precautions:

a for the safety of and to avoid, prevent or minimise any Damage to the Property Insured;
b to avoid, prevent or minimise any injury to others or damage to their property;
c to prevent the sale of or supply of Products which are defective in any way;
which might give rise to a claim under this Policy.

It is a condition that the Insured shall also:

a comply with all statutory and other obligations and regulations imposed by any authority;
b maintain the Premises, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
c exercise reasonable care in the selection and supervision of Employees and in the employment of competent staff;
d in the event of discovery of any defect or danger immediately cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

21 Security (applicable to Sections 1, 2, 3 and 6 only)
Intruder Alarm System
It is a condition precedent to liability in respect of loss or damage following entry or attempted entry into or exit from the Premises by forcible and violent means that the Insurers require that the Premises are protected by an Intruder Alarm System whilst the Premises are unattended that:

a the Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed with the Insurers;
b the Protected Premises shall not be left without at least one the Insured or any other person authorised by the Insured to be responsible for the security of the Premises in attendance without the agreement of the Insurers:
   i unless the Intruder Alarm System is set in its entirety with all the means of communication used to transmit signals in full operation;
   ii if the Police have withdrawn their response to alarm calls;
c in the event of notification of any activation of the Intruder Alarm System or interruption of any means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend the Premises as soon as reasonably possible, in order to confirm the security of the Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the Premises unless agreed in writing with the Insurers;
d the Insured shall advise the Insurers as soon as possible, and in any event not later than 10.00am on the Insurers’ next working day:
   i that Police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed;
   ii of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
iii that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order;
and the Insured shall comply with any subsequent requirements stipulated by the Insurers;
e no alteration or substitution of:
   i any part of the Intruder Alarm System;
   ii the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System;
   iii the means of communication used to transmit signals from the Intruder Alarm System;
iv the procedures agreed with the Insurers for Police or any other response to any activation of the Intruder Alarm System;
v the maintenance contract;
shall be made without the written agreement of the Insurers;
f the Insured shall maintain a secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from the Premises when they are left unattended;
g the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with the Insurers;
h the Insured shall appoint at least 2 (two) Keyholders and lodge written details (which must be kept up to date) with the alarm company, and with the Police if they so require.

Protections
It is a condition precedent to liability that:
a all protections in force at the Premises at the inception of this Insurance or subsequently as stipulated by or agreed by the Insurers shall be in full operation securing the Premises outside Business Hours;
b any keys for the Premises and/or Intruder Alarm Systems and/or safes and/or strongrooms and/or any other secured area or device in which the Property Insured is kept are removed from the Premises outside Business Hours;
c the Insured maintains the secrecy of codes for the operation of the Intruder Alarm System to authorised persons and no details of the same are left on the Premises.

22 Several Liability
The subscribing Insurers' obligations hereunder are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer(s) or underwriter(s) who for any reason does not satisfy all or any part of their obligations.

23 Severability of Proposal
For the purposes of determining whether any Exclusion applies, no fact contained in any Proposal, nor fact pertaining to the conduct of any Person Employed shall be imputed to any other Person Employed in determining any right or obligation under this policy.

24 Unoccupied Building(s) (applicable to Sections 1, 2, 3, 6 and 10 only)
It is a condition precedent to the liability of the Insurers under this/these Section(s) that when any Building(s) become(s) Unoccupied and for as long as such Building(s) remain(s) Unoccupied unless otherwise agreed in writing by the Insurers:
a the Premises are secured against illegal entry, with all windows firmly secured so as to prevent unauthorised entry;
b all letterboxes are sealed to prevent insertion of any materials or liquids;
c if reasonably possible, all mains services are disconnected and all water pipes and tanks are drained down;
d the Premises are kept clear of all moveable combustible material;
e the Insured or an authorised Employee or the Insured's appointed agent inspect the Premises at least once each week and:
i) all defects in maintenance or security are rectified immediately;
ii) records of these inspections are kept and are available for inspection by the Insurers;
f there is no refurbishment or renovation work unless previously agreed by the Insurers.
The Insured shall give notice to the Insurers as soon as reasonably possible when any Building(s) become(s) Unoccupied and the Insurers shall have the right to impose additional terms, conditions and exclusions and charge a suitable additional premium which shall be paid by the Insured if required.
CLAIMS CONDITIONS

In the Event of a Claim:

1 Notification of any incident which may give rise to a claim:

Sections under Part A

Action by the Insured in respect of Sections 1 to 8 inclusive, and 12 and 13
It is a condition precedent to liability that if any incident occurs which may give rise to a claim under this Policy the Insured shall:

a) give immediate notice to:
   i) the Police Authority in respect of any theft, attempted theft, riot, malicious damage, accidental loss or Act of Terrorism (if and to the extent that Terrorism is insured by this Policy);
   ii) Aviva 24/7 Claims Helpline on 0800 015 1498
b) and within:
   i) 7 (seven) days in the case of Damage caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
   ii) 30 (thirty) days of the expiry of the Indemnity Period in respect of a claim under Section 2 Business Interruption All Risks;
   iii) 30 (thirty) days of the occurrence of any other event;

   supply at its own expense full details of the claim in writing together with any supporting information, receipts and proofs which the Insurers may reasonably require and no claim shall be paid until the Insured has complied with this paragraph.

Action by the Insured in respect of Sections 9, 10 and 11
It is a condition precedent to liability that if any incident occurs which may give rise to a claim under the Policy the Insured shall:

a) give immediate notice to Aviva 24/7 Claims Helpline on 0800 015 1498; and
b) as soon as reasonably practicable following notification of the incident supply at its own expense full details of the incident in writing at the address given below and shall give all such additional information as the Insurers may require.

Every letter of claim, writ, summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to the Insurers immediately they are received.

The Insured shall at all times in addition to its obligations set out above afford such information to and co-operation with the Insurers or their appointed agents to allow the Insurers to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Lord Chief Justice.

The Insurers shall be entitled (either before or after any payment under this Policy) to take over at their own expense the absolute control and conduct of any negotiation, proceeding or settlement of any claim in the name of and on behalf of the Insured. The Insured shall not admit liability or make any offer or promise of payment without the prior written consent of the Insurers.

The Insured shall keep adequate business records and shall give such information and assistance as the Insurers may reasonably require to substantiate a claim or deal with a third party claim.

In respect of Claims for Section 7 Group Personal Accident

a) In the event of a claim hereunder, the Insured Person shall allow the medical adviser or advisers appointed by the Insurers to examine Insured Person as often as may be reasonably deemed necessary by the Insurers.

Section under Part B

Action by the Insured in respect of Section 14 Legal Expenses
Please refer to Section 14 Legal Expenses Conditions 1 and 3. The DAS Legal Expenses Helpline telephone number is 0345 300 1899. Please note that calls to the helpline do not constitute the notification of a claim.

Sections under Part C

Action by the Insured in respect of Section 15 – 18 inclusive

a) In the event of a Claim, it is a condition precedent to the Insurers’ liability under this Policy that notice must be given to the Insurers as soon as practicable to the postal or email address detailed below, but in no event more than 30 (thirty) days after the expiry date of the Period of Insurance, or if applicable any Optional Extension Period or Optional Extended Discovery Period;

i) If during the Period of Insurance, the Insured or any Trustee, Director or Officer becomes aware of any Wrongful Act, Corporate Wrongful Act, Employment Wrongful Act, Breach of Duty, Criminal Loss or other loss or any other Circumstance which they believe may lead to a Claim, it is a condition precedent to the Insurers’ liability under this Policy that notice must be given to the Insurers during the Period of Insurance, or if applicable any Optional Extension Period or Optional Extended Discovery Period.

ii) Any Claim arising out of such Wrongful Act, Corporate Wrongful Act, Employment Wrongful Act, Breach of Duty, Crime or any other incident which they believe may lead to a Claim or Criminal Loss which:
   a) have been or should have been the subject of notice given to any prior insurance; or
   b) is the subject of any prior or pending litigation (or any fact, Circumstance, situation, transaction or event underlying or alleged in such litigation regardless of the legal theory upon which such Claim is predicated)

which was known to the Insured or any Trustee, Director or Officer at inception of this Policy (or if earlier, at inception of any prior Policy issued by the Insurer of which this Policy is a renewal) where such Claim has been or should have been the subject of notice given to any prior insurance.

Where insured by Aviva Insurance Ltd
Claims notification address, The Senior Claims Manager, Aviva Global Corporate & Specialty, Level 18 St Helen’s, 1 Undershaw, London, EC3P 3DQ
Email: prclms@aviva.com
Or
Where insured by Brit Syndicates Limited
Email: dando.claimsnotices@britinsurance.com
b Settlements
   i No admittance of liability nor settlement of loss shall be made or Costs, Charges and Expenses incurred, without the Insurer’s prior written consent unless otherwise agree by way of Extension, and such consent not to be unreasonably withheld.
   The Insurers shall pay such Costs, Charges and Expenses no more than once every 60 (sixty) days provided that:
   1 if it is ultimately established that the Insurers has no liability under this Policy, all sums advanced shall be repaid;
   2 any advance of Costs, Charges and Expenses shall reduce the Limit of Indemnity in accordance with the terms of this Policy.
   ii It shall be the duty of the Insured, not the duty of the Insurer, to defend any Claim. However, the Insurers shall be entitled but not obliged to assume the conduct of the defence or settlement of any Claim notified under this Policy.

Sections under Part D
Action by the Insured in respect of Section 19a and Section 19b
Please see Claims notification on page 58 and page 60

Section under Part E
Action by the Insured in respect of Section 20 – Business Travel
If in relation to any claim the Insured or the Insured Person have failed to fulfil any of the following conditions, the Insured or the Insured Person will lose the right to indemnity or payment for that claim.
The Insured or the Insured Person must:
   a tell the Insurer as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event;
   b as soon as practicable and at the Insured’s or the Insured Person(s) expense, provide the Insurer with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim;
   c provide the Insurer at the Insured’s or the Insured Person(s) own expense with all certificates information and evidence reasonably required by the Insurer and in the form and of such nature as the Insurer may prescribe;
   d immediately pass to the Insurer unanswered, all communications from third parties in relation to any event which may result in a claim under this policy; and
   e not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without the Insurer’s written agreement;
and the Insured Person shall
   a submit to medical examination at the Insurer’s request in respect of any alleged Accidental Bodily Injury where the Insurer shall pay the fee; and
   b as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner.
The Insurer shall not be liable for any consequences arising due to the Insured Person(s) failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
In the case of death the Insurer shall be entitled to have a post-mortem examination at the Insurer’s own expense.

Claims Service
In order to make a claim or to notify the Insurer of a circumstance which may give rise to a claim please contact the Insurer using the details below.
Telephone: 0800 051 6583 (Please have the policy number to hand when calling). The line operates 9am to 5pm, Monday to Friday.
Postal Address:
Group Personal Accident Claims
Aviva
Fourth Floor
The Observatory
Chapel Walks
Manchester
M2 1HL
E-mail: gpaclaims@aviva.co.uk

Under all Sections

2 Action to Minimise Loss
It is a condition that if any incident occurs which may give rise to a claim under this policy the Insured shall take action to minimise the loss or damage, to avoid interruption or interference with the Business and to prevent further damage or injury.

3 Allocation
If any Claim for Loss is made against any
   a Insured, or
   b Person Employed, or
   c any other person entitled to indemnity under this Policy; and any person, or organisation who is not insured under this Policy, the Insurers and the Insured will use all reasonable endeavours to determine a fair allocation between Loss which is covered and Loss which is not covered under this Policy if a fair and equitable allocation cannot be mutually agreed between the Insurers and the Insured, then Claims Condition 4 Arbitration shall apply

4 Arbitration (applicable to all Sections except 14 – Legal Expenses)
If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions being in force at that time. Where any difference is by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Insurers.

5 Claims Co-operation
Following notification of any Loss, Claim or Circumstance the Insured shall at their own expense:
   a give all information and assistance within timescales reasonably required by the Insurers; and
   b make no admission of liability, arrangement, compromise, offer, promise or payment without the consent of the Insurers;
   c if the Insurers so request, take all reasonable steps to effect recovery from any person committing any dishonest, malicious, or fraudulent act or from the estate and/or legal representatives of such person.

6 Fraudulent Claims
If a claim made by the Insured or anyone acting on the Insured’s behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, the Insurers may:
   a refuse to pay the claim;
   b recover from the Insured any sums paid by the Insurers to the Insured in respect of the claim;
   c by notice to the Insured cancel the Policy with effect from the date of the fraudulent act without any return of premium.
If the Insurers cancel the Policy under c above, then the Insurers may refuse to provide cover after the time of the fraudulent act. This will not affect any liability the Insurers may have in respect of the provision of cover before the time of the fraudulent act.

If this Policy provides cover to any person other than the Insured and a claim is made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, the Insurers may:

a) refuse to pay the claim,

b) recover any sums paid by the Insurers in respect of the claim (from the Insured or such person, depending on who received the sums or who benefited from the cover provided),

c) by notice to the Insured and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If the Insurers cancel a person’s cover under c above, then the Insurers may refuse to provide cover after the time of the fraudulent act. This will not affect any liability the Insurers may have under such cover occurring before the time of the fraudulent act.

7 Insurers’ Rights following a Claim

On the happening of any event in respect of which a claim is or may be made under this Policy, the Insurers (and persons authorised by them) shall have the right, without thereby incurring any liability or diminishing their right to rely on any condition of this Insurance, to enter the Premises where the event has occurred, and to take and keep possession of any of the Property Insured (or require it to be delivered to them), and to deal with any salvage in a reasonable manner.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

No property may be abandoned to the Insurers, whether taken possession of by them or not. This Condition shall be evidence of permission from the Insured to the Insurers so to do. If the Insured or anyone acting on behalf of the Insured shall not comply with the requirements of the Insurers or shall hinder or shall obstruct the Insurers in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.

Applicable to Sections 1 to 6 inclusive and 8, 12 and 13 only:

The Insurers may at any time pay the amount of the Limit of Indemnity to which the claim applies and shall be under no further liability in respect thereof.

Applicable to Sections 15, 16 and 18

Following the notification of a claim for damages and claimant’s costs and expenses, or Claim or Circumstance the Insurers will be entitled:

i) at their discretion, to take over and conduct in the name of the Insured the investigation, defence or settlement of any such matter;

ii) to be subrogated to all rights of recovery the Insured may have against any party and the Insured shall do nothing to prejudice such rights. It is agreed however that the Insurers shall not exercise such rights against any Insured Person unless such claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the Insured Persons.

iii) to at any time pay any Limit of Indemnity after deduction of any payments already made or any lower amount for which any Claim can be settled. The Insurer may then relinquish the conduct and control and be under no further liability in respect of the Claim except for the payment of any fees, Costs, Charges and Expenses incurred with the Insurer’s written consent prior to the date of discharge of liability.

The Insured shall be entitled at their own risk to contest any Claim which in the opinion of the Insurers should be compromised or settled provided that, the Insurers shall not be liable for any damages or Costs, Charges and Expenses incurred directly or indirectly as a result of the Insured’s refusal to compromise or settle such Claim or legal proceedings.

8 Recovery

The following shall be deducted from any amount payable by the Insurer to the Insured:

a) any monies which, but for such dishonest or fraudulent act or omission would be due from the Insured to the person committing or condoning such act or omission;

b) any monies held by the Insured and belonging to such person;

c) any monies recovered following action as described in Claims Conditions 5c Claims Co-operation.

All recoveries obtained by the Insured from other parties shall be allocated, after the settlement of any claim under this Policy, as follows:

i) to the Insured to reduce the amount of any loss which was not recoverable by way of settlement of a claim under this Policy, but not including any Excess paid

ii) to the Insurer for all sums paid in settlement of any claim;

iii) to the Insured for the amount of any Excess paid in settlement of any claim.

9 Reinstatement of Damage

If the Insurers elect or become bound to reinstate or replace any property, the Insured shall at its own expense provide all such plans, documents, books and information as the Insurers may reasonably require. The Insurers shall not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and shall not in any case be bound to expend in respect of any one of the Items insured more than its Sum Insured.

10 Subrogation

Any claimant under this Policy shall, at the request and expense of the Insurers, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of the Insured, whether such steps are or become necessary before or after any payment is made by the Insurers.

11 Subrogation Waiver (not applicable to Sections 15, 16 & 18)

Notwithstanding Claims Condition 11, in the event of a claim arising under this Policy the Insurers agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

a) any Company standing in the relation of parent to subsidiary (or subsidiary to parent) of the Insured; or

b) any Company which is a subsidiary of a parent Company of which the Insured themselves are a subsidiary; in each case within the meaning of the Companies Act(s).
General Exclusions

The following Policy Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions stated herein.

The Insurer will not indemnify the Insured in respect of:

1 any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed by any other cause or event:
   a i war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
   ii mutiny or military uprising, martial law;
   b nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority; and
   c any action taken in controlling, preventing, suppressing or in any way relating to a i and a ii and/or b above, and
   d Terrorism

However:
Exclusion 1a ii shall only apply in respect of the following Sections, when insured by this Policy:
4 Terrorism; 9 Employers’ Liability; 15 Trustees, Directors and Officers Liability.

Exclusion 1d does not apply to the following Sections, when insured by this Policy:
4 Terrorism; 9 Employers’ Liability and 10 Public Liability

Exclusion 1b does not apply to the following Sections, when insured by this Policy:
7 Group Personal Accident, 10 Public Liability; 11 Products Liability;

Exclusions 1a and 1c do not apply to Section 7 Group Personal Accident when insured by this Policy.

2 death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:
   a i ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
   ii the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
   b the use of any weapon or device;
      i dispersing radioactive material and/or ionising radiation;
      or
      ii using atomic or nuclear fission and/or fusion or other like reaction;
   c the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at the Premises (other than nuclear fuel or nuclear waste) used in the course of the Business for the purposes for which they were intended.

However, in relation to Section 9 Employers’ Liability, exceptions 2ai and 2aII only apply when the Insured, under a contract or agreement, have undertaken to:
   a indemnify another party; or
   b assume the liability of another party.

Exceptions 2ai, 2aII and 2b do not apply to the following Sections, when insured by this Policy:
4 Terrorism; 15 Trustees, Directors and Officers Liability.

3 any:
   a money; negotiable instruments and specie;
   b securities and bonds;
   c jewellery;
   d precious stones;
   e precious metals;
   f bullion;
   g furs;
   h curios and antiques;
   i rare books;
   j works of art;
   k goods held in trust or on commission;
   l documents;
   m manuscripts;
   n business books;
   o computer system records;
   p explosives and hazardous substances;
   q property in transit;

unless specifically mentioned.

However, the above exceptions 3 a to q do not apply to the following Sections, when insured by this Policy:
4 Terrorism; 9 Employers’ Liability; 10 Public Liability; 11 Products Liability; 14 Legal Expenses.

4 any claim which arises directly or indirectly from or consists of the failure or inability of any:
   a electronic circuit, microchip, integrated circuit, microprocessor, embedded system, Hardware, Software, firmware, computer, data processing equipment, telecommunication equipment or systems, or any similar device
   b media or systems used in connection with anything referred to in a above

whether the Insured’s property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:
   i recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
   ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above.

However, the Insurer will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Peril arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section:
1 Property Damage All Risks; 2 Business Interruption All Risks; 3 Specified Business Equipment All Risks; 5 Equipment Breakdown;
6 Money and Personal Accident Assault; 8 Goods in Transit; 12 Loss of Licence / Registration.

Exceptions 4a and 4b do not apply to the following Sections, when insured by this Policy:
4 Terrorism; 7 Group Personal Accident; 9 Employers’ Liability; 12 Loss of Licence / Registration; 15 Trustees, Directors and Officers Liability.

5 The Insurer shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer or any member of the Insurer’s group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.
### Important Information

#### Protecting your information
We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully at [www.aqmenunderwriting.co.uk/privacy](http://www.aqmenunderwriting.co.uk/privacy) and contact us immediately if you have any queries. Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

Our insurer partners are also committed to protecting your data, and you can read their full data privacy statements by visiting:
- In respect of Aviva Insurance Ltd - [www.aviva.co.uk/legal/privacy-policy.html](http://www.aviva.co.uk/legal/privacy-policy.html)
- In respect of Brit Syndicates Ltd - [www.britinsurance.com/about/privacy](http://www.britinsurance.com/about/privacy)
- In respect of Lorega Ltd - [www.lorega.com/privacy-policy](http://www.lorega.com/privacy-policy)

Should you wish to receive a copy of the information we hold on you, please contact:
- Data Protection Officer
- aQmen Underwriting,
- Manor House, 19 Church Street, Leatherhead. KT22 8DN

#### Financial Services Compensation Scheme
We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

- **Financial Services Compensation Scheme**
  - PO Box 300
  - Mitcheldean
  - GL17 1DY
  - Tel: 0800 678 1100; or 020 7741 4100
  - Website: [fscs.org.uk](http://fscs.org.uk)

#### Complaints Procedure
We are dedicated to providing you with a high quality service and if you have any concerns these can be raised with the person you have been dealing with who will assist you.

You may raise any queries or complaints via your broker or agent or contact:

- The Complaints Officer,
- aQmen Underwriting Services, Manor House, 19 Church Street, Leatherhead KT22 8DN
- Tel: 0333 800 9858. E-mail: complaints@aqmenunderwriting.co.uk

Complaints which Insurers are required to resolve will be passed on to them, and you will be notified of this.

If you are unhappy with the response to your complaint you may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and small organisations; further information is available from:

- The Financial Ombudsman Service
- Exchange Tower
- London
- E14 9SR

Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

#### Use of Language
Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

#### Customers with Disabilities
This policy and other associated documentation may also be available in other formats. If you require any particular assistance please contact aQmen Underwriting, Manor House, 19 Church Street, Leatherhead, KT22 8DN.
This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to:

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

What can we help you with?

Search through over 1,000 templates, guides and videos
The following does not form part of this Policy and is provided for your general guidance only.

What you should do in the event of a Claim

The following is only a summary of some of the main Policy requirements. Please refer to the General claims conditions and any specific Claims conditions in the relevant Policy sections.

<table>
<thead>
<tr>
<th>What type of claim is it?</th>
<th>What should you do?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property loss or damage is covered under Sections 1 and 3.</td>
<td></td>
</tr>
<tr>
<td>Interruption to your business following damage is covered under Section 2.</td>
<td></td>
</tr>
<tr>
<td>Claims made against you for Bodily Injury and Property Damage, which you are liable for</td>
<td>Please have your CaSE Insurance Policy Schedule to hand.</td>
</tr>
<tr>
<td>causing to others, as covered under Section 10 (or Section 11 if this arises from a product).</td>
<td>Give immediate notice to Aviva Insurance Limited via the dedicated 24 hour Claims Service: Telephone: 0800 015 1498</td>
</tr>
<tr>
<td>Injury to your employees for which you may be liable as an employer as covered under</td>
<td></td>
</tr>
<tr>
<td>Section 9.</td>
<td></td>
</tr>
<tr>
<td>For all other claims where you are covered under the following section: Money, Good In</td>
<td>Aviva Legal and Tax Helpline 0345 300 1899</td>
</tr>
<tr>
<td>Transit, Loss of Licence and/or Registration Certificate, Voluntary Drivers Excess and</td>
<td>Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.</td>
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<tr>
<td>No Claims Bonus Protection: Group Personal Accident (where an employee is injured but you are not necessarily liable as an employer):</td>
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<tr>
<td></td>
<td>Aviva Commercial Legal Protection 0345 300 1899</td>
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<tr>
<td>If you have a potential Legal Expenses problem, and need advice, for example in connection</td>
<td>Please note that contacting the Legal Advice helpline does not constitute the</td>
</tr>
<tr>
<td>with Contract or Property Disputes, Section 14 Legal Expenses provides you with access</td>
<td>notification of a claim or circumstance which may give rise to a claim. All claims or circumstances should be notified separately to the Claims teams.</td>
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<tr>
<td>to a legal help line.</td>
<td></td>
</tr>
<tr>
<td>If you are facing an Employment Dispute, Section 14 can also help with this, and if you</td>
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<tr>
<td>follow the advice given and still are unsuccessful in resolving or defending the matter,</td>
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<td>it may also pay for awards made against you.</td>
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<tr>
<td>If you are a Trustee or Director and find that the organisation (or you personally) are</td>
<td>Contact Brit Syndicates directly for formal claim notification:</td>
</tr>
<tr>
<td>facing a potential claim against you for a wrongful act, this is covered under Section 15.</td>
<td>Claims notification address: Brit Syndicates Limited - Specialty Lines Claims Team, Brit Insurance, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB Email: <a href="mailto:dando.claimsnotices@britinsurance.com">dando.claimsnotices@britinsurance.com</a> or Contact Aviva Insurance Ltd directly for formal claim notification Claims notification address, The Senior Claims Manager, Aviva Global Corporate &amp; Specialty, Level 18 St Helen’s, 1 Undershaft, London, EC3P 3DQ Email: <a href="mailto:prclms@aviva.com">prclms@aviva.com</a></td>
</tr>
<tr>
<td>In the event of a potential Employment Dispute where you have not had an opportunity to</td>
<td></td>
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<tr>
<td>enlist the early help of the legal help line under Section 16</td>
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<tr>
<td>If the event of a loss as a result of the fraudulent activity of an employee, volunteer,</td>
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<tr>
<td>or third party covered under Section 17</td>
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<tr>
<td>If a Claim is made against you for Breach of Professional Duty (for example, as a result of advice you provide to others) this is covered under Section 18</td>
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<tr>
<td>If you require the services of the Lorega Cyber Loss Recovery, or Lorega Property Damage Loss Recovery service (Section 19A or Section 19B)</td>
<td>Please see Claims notification on page 78 and page 80</td>
</tr>
</tbody>
</table>
For all claims under the Section 20 Travel of the policy contact the Travel Claims Team

For Emergency Medical Assistance, call our specialist emergency assistance provider who will advise on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses on +44 (0)1243 621066

For Security Consultancy advice in the event of any circumstances that could give rise to a claim under the Hijack and Kidnap and Ransom section or any incident, event or circumstance that might give rise to a claim under the Evacuation cover on +44 (0)207 741 2074

Travel Claims
Telephone: 0800 051 6583 (9am to 5pm, Monday to Friday)

Group Personal Accident Claims
Aviva
Fourth Floor
The Observatory
Chapel Walks
Manchester
M2 1HL
E-mail: gpaclaims@aviva.co.uk

Other Aviva Helplines As an Aviva customer, you can access additional services to help you keep your organisation running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

| Risk Solutions Helpline 0345 366 6666 | Counselling Service Helpline 0117 934 0447 |
| Call or visit our website for information and advice on safety, fire, security and other issues that can affect your business. Most telephone enquiries can be dealt with at the time of the call, but if we can’t give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times |
| Website: www.aviva.co.uk/yourbusiness/risk-management |
| This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work. |
| Legal and Tax Helpline 0345 300 1899 |
| Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call. |

Travel Advice and Assistance

Our Security Consultants +44 (0)207 741 2074
You must contact our Security Consultants immediately in the event of any circumstances that could give rise to a claim under the Hijack and Kidnap and Ransom section or any incident, event or circumstance that might give rise to a claim under the Evacuation cover.

Travel Assistance Helpline +44 (0)1243 621556
Our Travel Assistance Helpline can be contacted and will provide advice and information on

**Before You Travel:**
- Visa and entry permits that may need required
- Necessary vaccination and inoculation requirements and where they can be arranged
- What should be taken along on an Insured Journey in relation to first aid and health
- Currencies, travellers cheque and current exchange rates
- Languages, time zones and details of countries that will be visited.

**Assistance and Guidance whilst travelling**
- A phone home service if there is an emergency.
- A translation and interpretation service if needed.
- On stolen or lost passports, driving licenses air tickets or other travel documents.
- On how to trace luggage with an airline operator if it is delayed or lost.
- On contacting local Embassies or Consulates.
- Information on languages and time zones.
- On transfer of money if required.

Emergency Medical Assistance +44 (0)1243 621066
Our Emergency Medical Assistance Service is operated by a specialist emergency assistance provider who will advise on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses.

In the event of a medical emergency overseas Our specialist emergency assistance provider has experienced multi-lingual staff who will

- Take charge of enquiries 24 hours a day 365 days a year and where necessary contact hospitals and guarantee any necessary fees
- Talk to doctors and hospital staff in their own language
- Ensure medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted.

Provided medical treatment, travel or accommodation has been arranged by the specialist emergency assistance provider We will pay all associated costs incurred on behalf of the Insured Person for the following

- Making arrangements for the Insured Person to travel home and where necessary ensure they are escorted by a medical attendant
- Ensuring assistance is provided upon the Insured Person(s) arrival in the United Kingdom or other Country of Residence following a Repatriation
- Making arrangements for the outward and return journeys for the next of kin or other nominated person to visit a sick or injured Insured Person
- Assisting in locating and sending drugs if not available locally
- Providing advice on minor ailments.
| On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider. To relatives friends or employees anybody is hospitalised. Note: There may be charges for some services and the Insured Person will have to pay these together with travel costs resulting from the advice that is given. |

For a relevant Claims Form or if you need any help or clarification on any claims issues please contact your broker; or aQmen Underwriting Services, Manor House, 19 Church Street Leatherhead, Surrey KT22 8DN Tel: 0333 800 9858