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 Combined cover is available as a package or a bespoke policy. It is issued by aQmen Underwriting Services (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 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;
- General Definitions, which are set out at the back of this Policy, define particular words and expressions applying to the whole of this Policy or, where specifically stated, applying to a particular Section. Words in italics are defined terms. Some definitions which are specific to certain Sections of the Policy may be reproduced within those Sections;
- the Schedule, which states who is the Insured, the Business 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 property or occurrences 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, which incorporate extensions, limitations, and amendments. The Schedule and Endorsements are provided by separate attachment to this Policy.

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 aOmen Underwriting Services by Insurers (as stated for each Section of the Policy on Page 3 - Contents), and is only valid when accompanied by a completed Schedule signed by an Authorised Signatory.

Important

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 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.
Part A

Section 1 | Property Damage All Risks

The Cover

The Insurers will indemnify the Insured against Damage arising from any accidental cause not being an Excluded Cause, occurring during the Period of Insurance, subject always to the Excess(es) 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 in the whole the total Sum Insured or the Sum Insured in respect of any individual Item subject to any other limit of liability as stated herein or in the Schedule.

The Excess

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

The Property Insured

a) Buildings;
b) Contents (including Computer Equipment);

Unless as otherwise stated in the Schedule, any insurance by this Section in respect of Building(s) or Contents shall include provision for Professional Fees and Debris Removal;

c) Stock in Trade;
d) Rent;
e) Any other property specified in Section 1 of the Schedule:

All the property of the Insured or for which the Insured is legally responsible whilst at the Premises to which this Insurance applies.

Section 1 | Exclusions

Excepted Causes

The Insurers shall not indemnify the Insured for:

1. Damage caused directly by or consisting of:
   a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, 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 such operation is in accordance with the manufacturers' instructions or specification;
   d) explosion occasioned by 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 being an Excluded Cause or otherwise excluded.

2. 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 being an Excluded Cause or otherwise excluded;
      ii) subsequent Damage which itself results from a cause not being an Excluded Cause or otherwise excluded.

3. 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 being an Excluded Cause or otherwise excluded;
   c) subsequent Damage which itself results from a cause not being an Excluded Cause or otherwise excluded.

4. 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;
   b) involving assault or violence or threat of assault or violence to the Insured or any Person Employed or members of their families or any other person lawfully on the Premises.

5. Damage caused directly by or consisting of theft or attempted theft from yards, gardens, open spaces or Outbuildings unless the contents thereof are specifically insured by this Section.

6. 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. Damage caused directly by or consisting of:
   a) acts of fraud or dishonesty on the part of the Insured or any Employee or Trustee, Director or Officer, members of their families or any other person to whom Property Insured has been entrusted;
   b) unexplained disappearance, unexplained or inventory shortage, mistyling or misplacing of information, or clerical error;
   c) erasure or distortion of information on computer systems or other records:
      i) whilst mounted in or on any machine or data processing apparatus; or
      ii) due to the presence of a magnetic flux;
   unless caused by Damage not being the result of an Excluded Cause in respect of the machine or apparatus in which the records are mounted.

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

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

10. Damage caused by fire resulting from its 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.

11. Damage (other than by fire) resulting from its undergoing:
   a) any process of production;
   b) any process of packing, treatment, testing, commissining, 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, commissining, cleaning, servicing, repair or other process.
12 Damage caused directly by or consisting of the solidification of molten material unless such Damage results from a Defined Peril and is not otherwise excluded.

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

14 Damage caused directly by or consisting of or occasioned by the voluntary parting with title or possession of any property or rights to property.

15 Damage caused directly by or consisting of or resulting from cessation of work.

16 Delay, loss of market, loss of use or consequential loss or damage of any kind except loss of Rent when such loss is included in the cover by this Section.

17 Damage attributable solely to change in the water table level.

18 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.

19 Damage in respect of external metalwork greater than £25,000 in value during any Period of Insurance caused directly by or consisting of theft or attempted theft unless any such item(s) are protected by Selectamark or any other forensic marking agreed by the Insurer.

Excepted Property
The Insurers shall not indemnify the Insured in respect of Damage to:

   1 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;
   but this shall not exclude Damage caused by a Defined Peril and not otherwise excluded.


   3 a vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
   b 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;
   c working dynamos, motor wires, main or electrical apparatus through short circuiting, overrunning or excessive pressure;
   d land, roads, paviours, piers, jetties, bridges, culverts, or excavations;
   e livestock, growing crops or trees; unless specifically mentioned in the Schedule as insured by this Section.

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 Electrical Apparatus
   If any electrical apparatus or fittings are damaged by fire due to self ignition, over-running, excessive pressure, short circuiting, self heating or leakage of electricity, the Insurers shall not be liable for damage to the equipment which contained the particular piece of apparatus or fitting which has caused the fire, but the Insurer shall be liable for damage to any other apparatus or fittings in consequence of such fire if such other apparatus or fittings are otherwise insured under this Section.

3 Non-invalidation
   The Insurance under this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Insured, 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.

4 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 following Special Provisions and subject also to the limits, terms, conditions and exclusions of the Policy except insofar as the same may be varied hereby.

   For the purpose of this Clause “reinstatement” shall mean the carrying out of the after-mentioned work, namely:

   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, 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.

Special Provisions for Clause 4

   a the work of reinstatement (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) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under this Policy if this Clause had not been incorporated herein shall be made.

   b When any Property Insured under Item A (Building(s)) and/or Item B (Contents) is lost, damaged or destroyed in part only the liability of the Insurers shall not exceed the sum representing the cost that the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed.

   c No payment beyond the amount which would have been payable by the Insurers under this Policy if this Clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred by the Insured.
d  Item A (Building(s)) and Item B (Contents) are declared to be separately subject to the following condition of 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.

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 conditions of Average herein as if these Special Provisions had not been incorporated herein.

5  72 Hours Clause
It is hereby agreed that all Damage caused by riot, civil commotion, earthquake, storm, tempest, flood, subsidence or landslip occurring in any one period of 72 (seventy two) consecutive hours during any one Period of Insurance shall constitute one Occurrence for the purposes of this Section as follows:

The Insured shall select the time from which any such period shall commence but no 2 (two) such selected periods shall overlap.

The Excess shall apply separately to each selected period.

6  Second Hand Stock In Trade
It is hereby agreed that in respect of Item C Stock in Trade of Section 1 Property Damage All Risks the Insurers will indemnify the Insured as shown in the Insured’s books of accounts; or

b  up to the replacement value (at the time of the Damage in respect of any Property Insured donated to the Insured free of charge.

7  Floating Sums Insured
Where Sums Insured are stated within Section 1 Property Damage All Risks, and not identified specifically as applying to any one or more Premises, such Sums Insured are deemed to be floating Sums Insured applicable to all Premises insured hereunder.

Section 1 | Conditions

1  Fire Extinguishing Appliances
This Insurance takes into consideration the installation of fire extinguishing appliances in accordance with details provided by the Insured to the Insurers and the Insured undertakes to maintain the said appliances in full and effective working order and under a contract for maintenance during the Period of Insurance. Subject to the observance of this Condition, this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the Insured.

2  Electrical Circuits
The Insured shall ensure that:

a  all electrical circuits are inspected and tested by a member of the National Inspection Council for Electrical Installation Contracting in accordance and compliance with regulations applicable to its Business and Premises; and

b  all remedial work arising out of such inspection and testing is completed within the timescales recommended; and

c  a record of such inspections and tests is made and retained by the Insured and is to be available for inspection by the Insurers if they so require.

3  Electrical Equipment
The Insured shall ensure that:

a  all electrical equipment is inspected and tested by either:

i  a member of the National Inspection Council for Electrical Installation Contracting; and/or

ii  a person in receipt of appropriate training and certification to carry out such inspection and testing and approved for such purpose by the Insured, in accordance and compliance with regulations applicable to its Business and Premises;

b  all remedial work arising out of such inspection and testing is completed within the timescales recommended; and;

c  a record of such inspections and tests is made and retained by the Insured and is to be available for inspection by the Insurers if they so require.

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

a  fitted with a suitable guard;

b  be turned off whenever the Premises are closed for Business.
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, habitability and tenantability 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
The Insurance hereby 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 respect of any one Occurrence.

4 Breakage of Glass and Sanitary Fittings Extension
This Section extends to indemnify the Insured for the costs of repair or replacement in the event of Breakage of Glass or Sanitary Fittings.

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

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

The Insurers will also pay:

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

The Insurers will not indemnify the Insured for:

1) Breakage arising directly from alteration to or repair or restoration of the Premises;
2) Breakage of Glass or Sanitary Fittings:
   i) already damaged at inception of the Period of Insurance;
   ii) forming part of the Insured's Stock in Trade;
3) scratching or chipping of Glass unless it extends through the complete fabric of the Glass;
4) Breakage caused by wear and tear, any gradually operating cause or the costs of maintenance;
5) Breakage in respect of any Unoccupied Building(s);
6) Breakage of bulbs or tubes unless consequent upon damage to neon or illuminated signs;
7) Breakage caused by mechanical or electrical breakdown or the application of electrical energy;
8) the first £250 of each and every loss arising hereunder.

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

1) capital additions, alterations, improvements, newly erected, newly acquired and/or bequeathed or donated Building(s);
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 (Contents) or £500,000 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 newly acquired and/or bequeathed or donated Building(s);
c) this Extension does not include cover for appreciation in value;

NB: Please note that General Condition 9 Unoccupied Building(s) applies.

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 they 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 of 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 foodstuffs 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;
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 cabinet or compartment 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 Insurers’ 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 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 £10,000.

13 Fly-tipping
This Section extends to include the costs necessarily and reasonably incurred by the Insured with the consent of the Insurers in clearing and removing any property illegitimately deposited in or around the Buildings at the Premises on land at the Premises; always provided that:
a  the Insurers’ 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.
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 (Underinsurance) be added to the Sum Insured on the item to which the property relates or in the case of Reinstatement Day One Basis to the Declared Value;
c  the Insurance under this Extension shall not apply to property situated outside of the Territorial Limits.

15 Landscaped Grounds
It is agreed that the Insurance by 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 Insurers’ 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. The Insurers shall not be liable for any such charges incurred by the Insured in respect of any Unoccupied Building(s). The basis upon which the amount payable is to be calculated shall be the amount of the water and/or gas consumption of the Insured during the intervening period. Subject to the maximum liability of the Insurers not exceeding £25,000 any one Occurrence.

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 Power Handling Appliances
The use of power handling appliances is allowed, including any necessary recharging thereof.

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 Property at Business Events whilst within the Territorial Limits. Subject to the maximum liability of the Insurers not exceeding £25,000 any one Occurrence.

21 European Union and Public Authorities
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;
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;
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 (twelve) 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 arising 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 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(s) 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 thereby expressly varied shall apply as if they had been incorporated herein.

22 Removal of Bees’ and/or Wasps’ Nests
It is agreed that the Insurance by this Section extends to include the costs necessarily and reasonably incurred by the Insured with the consent of the Insurers in the removal of bees’ or wasps’ nests and 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.

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
The Insurance of each Item 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 Computer Records
The Insurance of Computer Records extends to cover such property 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
Deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) are insured 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)), cover is extended to include Damage to buildings for which the Insured is legally responsible as a result of theft and 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 arising out of any one Occurrence. Provided that 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, the Insurers shall pay 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, if at the time of Damage to any building(s) insured by Item A of this Section, the Insured shall have contracted to sell their interest in such building(s) and the purchase shall not have been completed but shall thereafter be completed, the purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the purchaser against such Damage, shall be entitled to the benefit of this Section so far as it relates to such Damage, without prejudice to the rights and liabilities of the Insured or the Insurers under this Section, but only up until the date of completion.
32 Tree Felling and Lopping
It is agreed that the Insurance by this Section extends to include the costs necessarily and reasonably incurred by the Insured with the consent of the Insurers in the felling 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.

Provided that:

a the Insurers' maximum liability under this Extension shall not exceed £10,000 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 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;

3 groundsmen's equipment (being mechanically- or electrically-propelled machinery or equipment, and other items designed to be trailed, driven or powered by such machinery or equipment), up to £5,000 any one Insured's Premises or contract site, provided that:
   a when unattended such Premises or contract sites are left securely locked; and
   b groundsmen's equipment is either left immobilised and/or left inside a locked and secured building and/or left in a secure and locked compound within the Premises or contract site; and
   c a written record is kept of all such groundsmen's equipment and
   d if such groundsmen's equipment is hired in by the Insured, it shall be subject to Construction Plant Hire Association Conditions of Contract or conditions of similar effect;

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

37 Seasonal Variations in Stock Sums Insured
The Sum Insured stated in the Schedule applicable to Stock In Trade is / are 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 – Excepted Property Item 1a, the Insurance of Item B (Contents) extends to include cover for Damage insured hereby to works of art arising from any accidental cause other than a Defined Peril.

The Insurers’ liability under this Extension is limited to £1,000 (or as otherwise stated in the Schedule or by endorsement thereto) in respect of any one item and 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 Computer Records in respect of the value of the Data Media, together with the cost of the clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein).

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

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

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

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

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 Insured's Premises or contract site.
43 Closed Circuit Television and Security Alarm Equipment
The Insurance of item B (Contents) extends to include cover for damage insured hereby to closed circuit television and security alarm equipment affixed to Building(s) at the Premises.

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

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, Trustees Directors & Officers, Service Users and their 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, Trustees Directors & Officers, and Service Users. 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 £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.

45 Hired-in Property and Property on Loan
The Insurance under 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 Japanese Knotweed
The Insurance under 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 Japanese Knotweed (Fallopia japonica) or other hybrids of knotweed, listed under Schedule 9 of the Wildlife and Countryside Act 1981 or any subsequent amending legislation, 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.

Subject to the maximum liability of the Insurers not exceeding £2,500 any one Occurrence and in all during the Period of Insurance and an Excess of £350 for each of the Premises insured.

47 Contract Works
The Insurance under this Section extends to include cover for the reasonable costs for which 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 we will pay under this Extension is £100,000 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 you require cover for any contract in excess of this amount you must give us 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 our specific agreement in writing and your agreement to pay us the additional premium required in respect of each individual contract to which this Extension applies.

The following Extensions 48 - 51 are applicable to Section 1 Property Damage All Risks, Section 2 Business Interruption All Risks and Section 3 Specified Business Equipment All Risks.

48 Incompatibility of Computer Records
The Insurers will also pay the Insured in respect of:

a the cost of modifying the Computer Equipment insured under this Policy;

b the cost of replacing the data carrying materials 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 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 amount payable under this coverage shall not exceed £50,000 in any one Period of Insurance.

49 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.

50 Loss of Interest
The Insurers will pay for Loss of Interest during the Indemnity Period solely in consequence of the occurrence of loss of or damage to Computer Equipment insured under this Policy during the Period of Insurance provided that:

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

b Loss of Interest relates solely to identifiable transactions carried out or would but for the Damage have been carried out by the Computer Equipment.

51 Accidental Discharge of Gas Flooding Systems
The Insurance by Section 1 Property Damage All Risks is extended to include the cost of recharging gas cylinders installed solely for the protection of the Property Insured following accidental discharge. 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;

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

Subject to the maximum liability of the Insurers not exceeding £10,000 in any one Period of Insurance.
Special Extensions

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

1 Day One Basis (Non Adjustable) Extension

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

a The Insured having stated in writing the Declared Value incorporated in each Item to which this Special Extension applies, the Premium has been calculated accordingly. Declared Value shall mean the Insured’s assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph a of Section 1 Clause 4 (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;
   iii Debris Removal.

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

c Notwithstanding any General Condition or Endorsement to the contrary, the following wordings shall apply to the Special Provisions to Section 1 Clause 4 (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 4 (Replacement or Reinstatement)) at the inception of the Period of Insurance then the Insurers’ liability for any Damage hereby insured shall be limited to that proportion thereof which the Declared Value bears to the cost of reinstatement. Where by reason of any of the Section Extensions, no payment is to be made beyond the amount which would have been payable under this Policy if this Special Extension had not been incorporated therein the rights and liabilities of the Insurers and the rights and liabilities of the Insured in respect of the loss, destruction or damage shall be subject to the limits, terms, conditions and exclusions of this Policy including any condition of Average therein, as if this Special Extension had not been incorporated therein except that the Sums Insured shall be limited to the percentage as stated herein.

d The provisions of 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 Excepted Causes 6 a and 6 b are 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 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 and Section 3 – Specified Business Equipment All Risks will be indexed each month in line with the following:

i Buildings: The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors and

ii Contents, Computer Equipment, Stock in Trade and Specified Business Equipment: 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.

Note

Index-Linking helps to protect You against inflationary increases, such as the cost of rebuilding or the cost of replacing items lost or damaged. If You are not adequately insured, the amount of Your claim may be reduced in proportion to the amount for which You are “under-insured”. It is important that when You arrange Your coverage the sums insured are set at the correct level and if You are in any doubt You should seek expert advice; it is also important to review Your coverage on a regular basis to take account of items purchased or disposed of, and any changes to the buildings.
Part A

Section 2 | Business Interruption All Risks

The Cover
The Insurers will indemnify the Insured against Consequential Loss arising from any accidental Incident occurring during the Period of Insurance and not otherwise being excluded, subject always to the limits, terms, conditions and exclusions of this Section and the Policy. Provided that:

at the time of the happening of the Incident there shall be in force an insurance covering the interest of the Insured in the property at the Premises and whilst within the Territorial Limits in respect of the items of Property Insured under Section 3 Specified Business Equipment All Risks, as stated in the Schedule, against such loss or damage and that:

a payment shall have been made or liability admitted therefore; or
b payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

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

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

Limit of Liability
The liability of the Insurers under this Section shall not exceed in the whole 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.

Notwithstanding anything contained in this Policy to the contrary, it is hereby understood and agreed that the liability of the Insurers under this Section for Consequential Loss that is as a result of any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic 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:

1 Consequential Loss caused directly by or consisting of:
   a inherent vice, latent defect, gradual deterioration, wear and tear, frost, 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 Employee;
   c the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturers’ instructions or specification;
   d explosion occasioned by the bursting of any vessel, machine or apparatus (not being a boiler or economiser on the Premises) 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 Consequential Loss which itself results from a cause not otherwise excluded.

2 Consequential Loss 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;
   d a deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services;
   but this shall not exclude:
      i such Consequential Loss which itself results from a Defined Peril or from any other accidental loss or damage not otherwise excluded;
      ii subsequent Consequential Loss which itself results from a cause not otherwise excluded.

3 Consequential Loss 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 Consequential Loss in respect of 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 accidental loss or damage not otherwise excluded;
   c subsequent Consequential Loss which itself results from a cause not otherwise excluded.

4 Consequential Loss 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;
   b involving assault or violence or threat of assault or violence to the Insured or any Employee or Trustee, Director or Officer or members of their families or any other person lawfully on the Premises.

5 Consequential Loss 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.

6 Consequential Loss caused directly by or consisting of:
   a acts of fraud or dishonesty on the part of the Insured or any Employee or Trustee, Director or Officer, members of their families or any other person to whom property has been entrusted;
   b unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information, or clerical error;
   c erasure, or distortion of information on computer systems or other records:—
      i whilst mounted in or on any machine or data processing apparatus; or
      ii due to the presence of a magnetic flux unless caused by Damage not being the result of an Excepted Cause in respect of the machine or apparatus in which the records are

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

8 Consequential Loss caused directly by wind, rain, hail, sleet, snow, flood or dust (except where caused by falling trees) to:
   a moveable property in the open or in open sided buildings or contained in Outbuildings;
   b fences and gates.
9 **Consequential Loss**
   a. caused directly by fire resulting from its 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.

10 **Consequential Loss** (other than by fire) resulting from:
   a. property undergoing any process of production;
   b. property undergoing any process of packing, treatment, testing, commissioning, cleaning, servicing, repair or any other process;
   but this shall not exclude **Consequential Loss** in respect of 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.

11 **Consequential Loss** caused directly by or consisting of the solidification of molten material unless such **Consequential Loss** results from a *Defined Peril* and is not otherwise excluded.

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

13 **Consequential Loss** caused directly by or consisting of or occasioned by the voluntary parting with title or possession of any property or rights to property

14 **Consequential Loss** in respect of:
   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;
   but this shall not exclude **Consequential Loss** caused by a *Defined Peril* and not otherwise excluded.

15 **Consequential Loss** in respect of *Computer Equipment* but this shall not exclude **Consequential Loss** caused by a *Defined Peril*, theft or attempted theft or any other accidental loss or damage not otherwise excluded.

16 **Consequential Loss** in respect of 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 mentioned within the Definition of the *Business* and such sites of construction or erection are specifically mentioned within the Definition of the *Premises* or otherwise added by Endorsement to the cover by this Section subject to such *Consequential Loss* being caused by a *Defined Peril* and not otherwise excluded.

17 **Consequential Loss** in respect of:
   a. land, roads, pavements, piers, jetties, bridges, culverts or excavations;
   b. vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
   c. livestock, growing crops or trees.

18 **Consequential Loss** attributable solely to change in the water table level.

19 **Consequential Loss** caused directly by or consisting of or resulting from cessation of work.

20 **Consequential Loss** 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.

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**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 hereunder 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 of the 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*.
2. The premium paid for Item A (**Gross Profit**) may be adjusted on receipt by the *Insurers* of a declaration of **Gross Profit** earned during the financial year most nearly concurrent with the *Period of Insurance*, as reported by the *Insured’s* auditors. If any *Incident* shall have occurred giving rise to a claim for loss of **Gross Profit**, the above-mentioned declaration shall be increased for the purposes of premium adjustment by the amount by which the **Gross Profit** was reduced during the financial year solely in consequence of the *Incident*.
3. If the declaration (adjusted as provided for above and proportionately increased where the *Maximum Indemnity Period* exceeds 12 (twelve) months) is less than the **Gross Profit Sum Insured** for the relative *Period of Insurance*, the *Insurers* will allow a pro rata return premium not exceeding 50% (fifty percent) of the premium paid.
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 hereunder 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 of the charges and expenses of the Business as may cease or be reduced in consequence of the Incident.

Special Provisions to Item B – Revenue

1. The premium paid for Item B (Revenue) may be adjusted on receipt by the Insurers of a declaration of Revenue earned during the financial year most nearly concurrent with the Period of Insurance, as reported by the Insurer's auditors. If any Incident shall have occurred giving rise to a claim for loss of Revenue, the above-mentioned declaration shall be increased for the purposes of premium adjustment by the amount by which the Revenue was reduced during the financial year solely in consequence of the Incident.
2. If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 (twelve) months) is less than the Revenue Sum Insured for the relative Period of Insurance, the Insurers will allow a pro rata return premium not exceeding 50% (fifty percent) of the premium paid.

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.

Extensions for Items A (Gross Profit), B (Revenue) and C (Additional Expenditure)

Unless stated in the Schedule as ‘Not Insured’, or unless otherwise varied by the Schedule or any Endorsements hereto, the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy and subject to the total Sum Insured in respect of Items A (Gross Profit), B (Revenue) and C (Additional Expenditure) stated in the Schedule or any Endorsements hereto. Nothing in the following Extensions shall be deemed to increase such total Sum Insured stated in the Schedule or any Endorsements hereto in respect of Items A (Gross Profit), B (Revenue) and C (Additional Expenditure).

1. Denial of Access
   This Insurance 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 250 (two hundred and fifty) metres of
   a. the Premises;
   b. any other premises within the Territorial Limits temporarily in use by the Insured in connection with the Business for Business Activities and Business Events; which prevents or hinders the use of the Property Insured or access to such premises (whether or not the Property Insured or the premises suffer similar loss, destruction or damage). The Insurers shall not be liable for any claim in excess of £25,000 in respect of item a (above) (but £5,000 in respect of item b (above)) nor for any such interruption or interference which last for less than 12 hours unless otherwise stated in the Schedule.

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

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

Definition: Specified Disease

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

3. Property Stored
   This Insurance extends to include interruption of or interference with the Business, in consequence of accidental loss, destruction or damage as insured by this Section, 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 £5,000 (unless otherwise stated in the Schedule) whichever is the lesser.
4a Public Utilities – Providers’ Premises
This Insurance extends to include interruption of or interference with the Business in consequence of accidental loss, destruction or damage as insured by this Section, to property at the premises of the following public utilities in the Territorial Limits and France from which the Insured obtains supplies or services:

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

4b Public Utilities – Terminal Ends
This Insurance extends to include interruption of or interference with the Business, in consequence of the accidental failure in the Territorial Limits of:

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

Excluding any loss, destruction or damage caused by such conditions.

Provided that:

- the Insurers shall not be liable for any claim in excess of 10% (ten percent) of the Sum Insured by this Section or £5,000 (unless otherwise stated in the Schedule) whichever is the lesser;
- the Maximum Indemnity Period under this Extension shall not exceed 12 (twelve) months.

5 Suppliers
This Insurance extends to include interruption of or interference with the Business in consequence of accidental loss, destruction or damage as insured by this Section, 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 Insurance extends to include interruption of or interference with the Business in consequence of accidental loss, destruction or damage as insured by this Section 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 5% (five percent) of the Sum Insured under this Section or £5,000 (unless otherwise stated in the Schedule) whichever is the lesser.

7 Unspecified Suppliers
This Insurance extends to include interruption of or interference with the Business in consequence of accidental loss, destruction or damage as insured by this Section to property at the premises of any of the Insured’s suppliers, manufacturers or processors, or inclusion 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 5% (five percent) of the Sum Insured under this Section or £25,000 (unless otherwise stated in the Schedule) whichever is the lesser.

8 Subsidence Extension
It is hereby understood and agreed that:

- Exclusions 5a and 5b are deleted and of no further effect;
- this Section is extended to include Consequential Loss caused by subsidence, landslip or ground heave of any part of the site excluding Consequential Loss:
  - resulting from:...

Special Conditions applicable to this Extension 8

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

9 Transit
This Insurance extends to include interruption of or interference with the Business in consequence of Damage as insured under Section 1 Property Damage All Risks, to the Property Insured whilst in transit by road, rail or inland waterway within the Territorial Limits.

The Insurers shall not be liable for any claim in excess of £10,000 unless otherwise stated in the Schedule.
10 Contract Sites
This Insurance extends to include interruption of or interference with the Business in consequence of accidental loss of or destruction of or damage to property as insured under Section 1 Property Damage All Risks, to any location within the Territorial Limits not in the occupation of the Insured where the Insured is carrying out a contract. The Insurers shall not be liable for any claim in excess of £5,000 unless otherwise stated in the Schedule.

11 Fines and Damages
This Insurance extends to include fines or damages for breach of contract, and the amount payable as indemnity thereunder 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 Bomb Hoax
This Insurance extends to include loss resulting from interruption of or interference with the Business, in consequence of action by the police authority following such terrorist bomb hoax requiring evacuation of the Premises, any such occurrence being deemed an Incident provided that the caller issuing the bomb warning has used a recognised coded message and 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 from:
   i the time the police authority first notifies the Insured of the requirement to evacuate the Premises; or
   ii the time that the police authority notifies the Insured that the Premises are safe to reoccupy;

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

c any terrorist bomb hoax occurring in Northern Ireland.

The Insurers shall not be liable for any claim in excess of £5,000 unless otherwise stated in the Schedule.

13 Second Hand Stock in Trade
This Insurance 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 Insurers shall not be liable for any claim in excess of £25,000 unless otherwise stated in the Schedule.

14 Key Person
This Insurance 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.

No cover shall attach hereunder in respect of any patron aged 76 years or more at the commencement date of the Period of Insurance.

The Insurers shall not be liable for:

a losses covered elsewhere under this or any other Policy;

b any claim in excess of £10,000, and for an Indemnity Period not exceeding 12 (twelve) months, unless otherwise specifically stated in the Schedule.

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

a the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof;

b the additional expenditure necessarily and reasonably incurred by the Insurers’ prior consent for the sole purpose of tracing and establishing Customers’ debt balances after the loss, destruction or damage; or

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

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

a keep such record in fire-resisting safe(s) or fire-resisting cabinet(s) when not in use; or

b keep a duplicate record in a building separate from that in which the working record is kept.

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

1 Loss of Rent Receivable; and

2 Increase in Cost of Working.

The amount payable by the Insurers as indemnity hereunder 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 – Underinsurance
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.

Special Provisions to Item E – Loss of Rent Receivable
1 The premium paid for Item E (Loss of Rent Receivable) may be adjusted on receipt by the Insurers of a declaration of Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance, as reported by the Insured’s auditors. If any incident shall have occurred giving rise to loss of Rent Receivable, the above-mentioned declaration shall be increased for the purpose of premium adjustment by the amount by which the Rent Receivable was reduced during the financial year solely in consequence of the Incident.

2 If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 (twelve) months) is less than the Rent Receivable Sum Insured for the relative Period of Insurance, the Insurers shall allow a pro rata return premium not exceeding 50% (fifty percent) of the premium paid.
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 this 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:
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.
Part A

Section 3 | Specified Business Equipment
All Risks

The Insurers will indemnify the Insured against Damage occurring during the Period of Insurance and within the Territorial Limits, including whilst in transit, and arising from any accidental cause not otherwise being excluded, subject always to 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.

Basis of Settlement
The amount payable shall be the cost of repair, reinstatement or replacement of the specified Property Insured as new without deduction for wear and tear to a condition equivalent to or substantially the same but not better or more extensive than its condition when new.

Provided that repair, reinstatement or replacement has been effected.

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

Section 3 Conditions

1 Average
Each Item under this Section is declared to be subject to General Condition 2 Average (Underinsurance) unless otherwise stated in the Schedule.

2 Warranties/Conditions Precedent to Liability
Where Property Insured at the Premises insured by Section 1 Property Damage All Risks of this Policy is or may be made subject to any Warranty or Condition precedent to liability then the Warranty or Condition precedent to liability shall be deemed to apply in like manner in the event of loss or damage to Property Insured under this Section which occurs at the Premises.

3 Unattended Vehicles and Trailers
It is a condition precedent to the Insurers' liability that:

a when any vehicle is left Unattended all windows and doors are closed and all locks and other security devices are in actual and complete operation and the keys are removed from the vehicle;

b no vehicle is left loaded Unattended Overnight unless 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 Overnight shall be upon the Insured.

c any trailer, when Unattended, must be clamped by a wheel clamp or hitch lock unless it is kept in a secure building that it is totally enclosed and has doors kept locked by a patent 5-lever lock.

Section 3 Exclusions

1 Excepted Property – this Section does not cover (unless specified in the Schedule):

a moveable property in the open where Damage arises as a result of wind, rain, hail, sleet, snow, flood or dust (except where caused by falling trees);

b property whilst it is operational or being worked upon or undergoing maintenance, repair, restoration or testing;

c Computer Records.

2 Excepted Causes – the Insurers shall not indemnify the Insured for:

a Damage caused by:

i inherent vice, latent defect, gradual deterioration, wear, tear, frost, its own faulty or defective design or materials;

ii faulty or defective workmanship, operational error or omission on the part of the Insured or any Employee; but this shall not exclude subsequent Damage which itself results from a cause not being an Excepted Cause or otherwise excluded;

b Damage caused by:

i corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish, dampness, dryness, marring, scratching, dust, chemical action or reaction, pests, vermin or insects;

ii change in temperature or atmospheric or climatic conditions;

iii mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates and erasure or distortion of data records or systems by electromagnetic flux; but this shall not exclude:

i such Damage which results from a Defined Peril or from any other cause, not being an Excepted Cause or otherwise excluded;

ii subsequent Damage which itself results from a cause not being an Excepted Cause or otherwise excluded;

c Damage caused by:

i acts of fraud or dishonesty by any Employee;

ii unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;

iii any process of fitting, testing, servicing, repair, renovation or adjustment.

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

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

2 Index-Linking Extension
Applicable automatically to this Policy unless the Insured has requested (and Insurers have confirmed) its deletion in writing. Please see Section 1 Special Extension 3 for further details.
Part A

Section 4 | Terrorism

The Cover

The Insurers shall indemnify the Insured in respect of a Covered Loss during the Period of Insurance subject to the provisions set out below. Subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

In any action, suit or other proceedings where the Insurers allege that any claim hereunder is not covered by this Section of this Policy the burden of proving that such claim hereunder is covered shall be upon the Insured. This Section is subject to all the Definitions, Conditions and Clauses of Sections 1, 2 or 3 where Sections 1, 2 or 3 are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

Limit of Liability

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

Section 4 Conditions

1 The Insurer may cancel the cover provided by this Section by sending the Insured 30 days written notice to the Insured's last known address. The Insurer will refund a proportionate part of any premium paid for the unexpired period provided that there has been no: a claim(s) made under this Section for which the Insurer has made a payment or which are still under consideration; b incident(s) which the Insured are aware of and are likely to give rise to a claim which has already been or is yet to be reported to the Insurer during the current Period of Insurance. If in relation to any claim the Insured have failed to fulfil any of the following conditions, the Insurer will not pay that claim.

2 The Insured must a declare to the Insurer all property and/or premises owned by the Insured, or for which the Insured are responsible, and, if applicable, all Business Interruption exposures, including all property and/or premises, Business Interruption of Subsidiary companies; purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all 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 Exception 3

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

a results directly (or, solely as regards b iii below, indirectly) from: i fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), ii impact of aircraft or any aerial devices or articles dropped from them; iii impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, iv destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and, b comprises:

i the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Sections 1, 2 or 3; or ii the amount of business interruption loss suffered directly by the Insured by way of loss of or reduction in profits, 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 (additional 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 or destruction of Property within the meaning of sub-paragraph 1b above results directly 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

Section 5 | Equipment Breakdown

The Cover

Subject to all of the provisions stated herein and in the Policy of which this is part, not in conflict herewith, the Insurers agree to provide insurance for loss, as defined in Section 1 Property Damage All Risks, Section 2 Business Interruption All Risks and Section 3 Specified Business Equipment All Risks, where Section 1 Property Damage All Risks is insured either in isolation or in conjunction with one or both of Sections 2 Business Interruption All Risks and Section 3 Specified Business Equipment All Risks, and is/are shown as effective under the Schedule for the current Period of Insurance, caused by or resulting from an Accident to Covered Equipment at the Premises all being equipment owned by the Insured or for which the Insured is responsible.

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.

Equipment Breakdown cover will apply in respect of an Accident 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.

Excluded Covered Equipment;

None of the following is deemed to be Covered Equipment under this Section:

i) supporting structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;

ii) insulating or refractory material;

iii) sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;

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

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

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

vii) equipment manufactured by the Insured for sale;

viii) tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands, consumables and auxiliary materials, reagents, toner, coolant and extinguishing medium, development fluids, cassette ribbons, image and sound carriers, films, film/foil combinations, specially prepared paper and type face carriers, light sources, fuses, batteries, filters, cutters, bits, tools or any part requiring periodic renewal or replacement;

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

x) any Manufacturing Production or Process Equipment;

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

xii) equipment owned by tenants of the Insured;

xiii) neon signs;

xiv) satellite equipment.

Section 5 Extensions

The following Extensions of Cover 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 or of 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 on to 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.

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

7 Storage Tanks and Loss of Contents
The Insurance under this Section extends to include Damage caused by an Accident to oil storage tanks or water tanks (other than sprinkler system tanks), including connected pipework belonging to the Insured or for which the Insured is responsible at the Premises. In addition, this Extension covers loss of the contents of oil storage tanks caused by:

a. escape of contents - leakage, discharge or overflow from the oil storage tanks caused by or resulting from an Accident;

b. contamination - contamination of the contents of the oil storage tanks caused by or resulting from an Accident; including cleaning costs incurred as a result of such loss. This additional coverage excludes:

1. loss caused by fire howsoever the fire may have been caused;

2. loss resulting from corrosion, erosion or wasting;

3. contamination of the contents resulting from:

   a. the natural settling, separation or accumulation of fluids or materials constituting the normal contents;

   b. the deliberate use of fluids or materials in the oil storage for cleaning, flushing or similar purposes;

4. loss sustained whilst oil storage tanks are in transit between premises;

5. costs or expenses arising from Pollution or Contamination of property not covered by this additional cover.

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

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

Provided that:

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

b. the Insurers are satisfied that Damage has been avoided or mitigated by means of the exceptional measures;

c. the amount payable will be limited to the cost of Damage which would have otherwise occurred;

d. the terms, conditions and exclusions of this Section and the Policy apply as if damage has occurred;

e. if Damage had occurred it would have resulted in a claim that would have been accepted by the Insurers under this Section of the Policy.

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

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

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

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

11. Loss of Interest
The Insurers will pay for Loss of Interest 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.

Provided that:

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

b. Loss of Interest relates solely to identifiable transactions carried out or would but for the Accident have been carried out by the Computer Equipment or Specified Portable Business Equipment.

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 whichever is the lesser; as a result of Damage insured under this Policy to achieve equivalent compatibility with that existing immediately prior to the loss due to undamaged data carrying materials being incompatible with the replacement Computer Equipment or Specified Portable Business Equipment;

provided that:

i. the replacement Computer Equipment or Specified Portable Business Equipment is the nearest equivalent to that lost or damaged;

ii. the amount payable under this Extension shall not exceed £50,000 in any one Period of Insurance.
Section 5 Additional Conditions

1 Precautions
The Insured shall exercise due diligence in:

a complying with any statute or order;

b ensuring that Covered Equipment is properly maintained and used in accordance with manufacturers’ recommendations and in taking reasonable precautions to prevent loss or damage.

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

Section 5 Exclusions

The following exclusions are in addition to those in the Policy of which this Section is a part.

1 The Insurers will not be liable for the amount shown in the Schedule as the Excess. 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) or £250, whichever amount is the greater.

2 The Insurers will not be liable for 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 The Insurers will not be liable for 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 The Insurers will not be liable for loss or Damage arising from any defect, Virus or Similar Mechanism or any loss of data (other than as specifically provided for under Extension of Cover 2 or other situation arising within Data Media).

5 With respect to Section 2 Business Interruption All Risks, the Insurers will not be liable for delay in resuming operations due to the need to reconstruct or re-input data or Programme(s) on Data Media where the Insured has not fully complied with Section 5 Additional Condition 2 Back Up Records.

6 The Insurers will not be liable for loss or Damage or any loss arising from programming errors or design defects in Software.

7 The Insurers will not be liable for loss or Damage or any loss 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 The Insurers will not be liable for loss or Damage or any loss arising from an Accident to Covered Equipment, Computer Equipment or Specified Portable Business Equipment that is prototype, experimental or untried.

9 The Insurers will not be liable for loss or Damage arising out of depletion, corrosion, erosion, wear and tear or other gradually developing conditions, scratching, denting, rust and oxidation, damp and mildew, but if loss or Damage from an Accident results, the Insurers shall be liable for that resulting loss or Damage.

10 The Insurers will not be liable for loss or Damage arising from the willful act or willful neglect of the Insured.

11 The Insurers will not be liable for any loss arising from the failure of the Insured to comply with the manufacturers’ recommendations for the storage of Software and Data Media.

12 The Insurers will not be liable for the value to the Insured of data stored on the Computer Equipment or Specified Portable Business Equipment.

13 The Insurers will not be liable for any loss arising from the failure or fluctuation of the electricity supply directly or indirectly caused by:

a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system; or

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 The Insurers will not be liable for any loss arising as a result of the failure of any telecommunications system directly or indirectly caused by the:

a use of equipment by the Insured that is not approved by the telecommunications supplier; or

b deliberate act of any telecommunications supplier in withholding or restricting the operation of the telecommunications system or the inability of the supplier to maintain the telecommunications system caused by industrial action.

15 The Insurers will not be liable for any professional or other fees incurred in making a claim.

16 The Insurers will not be liable for any loss or destruction of or Damage arising as a result of the cleaning, servicing or repair of the Covered Equipment, Computer Equipment or Specified Portable Business Equipment.

17 The Insurers will not be liable for consequential loss except as expressly provided for herein.
Part A

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

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

Section 6A Money Conditions
It is a condition that:
1. any till or cash register on the Premises is left open and unlocked and empty of Money outside Business Hours;
2. negotiable Money (as defined in sub-paragraph 1 of the definition 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:
   - Amount in Transit: £5,001 to £7,500
   - Minimum Accompaniment: by at least 2 able bodied persons
   - Amount in Transit: £7,501 to £10,000
   - Minimum Accompaniment: by at least 3 able bodied persons
   - Amount in Transit: £10,000
   - Minimum Accompaniment: by an independent specialist security company carrier
   where at least one able bodied person is over the age of 16 (sixteen) and under the age of 75 (seventy five).
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 shall give immediate notice to the organisation which issued the card.

Section 6A Money Exclusions
Section 6A Money does not cover 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 accounting or mysterious or unexplained disappearances, or other error or omission, depreciation in value, counterfeit money or dishonoured cheques;
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 Insurers is not recoverable from such company subject always to the Limits of Liability as stated herein.
6. loss resulting from:
   a. forgery
   b. fraudulent alteration or substitution
   c. fraudulent use of a computer or electronic transfer
7. loss resulting from any form of payment which proves to be:
   a. counterfeit
   b. false
   c. invalid
   d. uncollectible
   e. irrecoverable
   for any reason.
Section 6A 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 (as noted in items 1 and 2 of General Definition)
   The Sum Insured stated in the Schedule applicable to the loss of current coigne and the other negotiable instruments listed in paragraph 1 of the General Definition 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 the Business Event and ending 7 (seven) days after such festival or fete.

Section 6B Personal Accident Assault

The Cover

The Insurers shall pay for:

1 bodily injury occurring during the Period of Insurance to any Insured Person, solely as the direct result of Assault in the course of their duties in the Business, anywhere within the Territorial Limits up to the amount of Benefit as stated in the Schedule of Benefits below;

2 any Medical Expenses;

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>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Death:</td>
<td>To pay the Sum Insured</td>
</tr>
<tr>
<td>2. Loss of Limb(s) or Loss of Eye(s):</td>
<td>To pay the Sum Insured</td>
</tr>
<tr>
<td>a Loss of two or more Limbs or both Eyes or one of each</td>
<td></td>
</tr>
<tr>
<td>b Loss of one Limb or one Eye</td>
<td></td>
</tr>
<tr>
<td>3. Permanent Total Disablement:</td>
<td>To pay the Sum Insured</td>
</tr>
<tr>
<td>4. Temporary Total Disablement:</td>
<td>To pay the Sum Insured per week</td>
</tr>
<tr>
<td>5. 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.

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.

Section 6B 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 qualified medical 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 qualified medical 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 Eye(s) or Capital Benefit Item 3 Permanent Total Disablement shall not exceed the Insured Person’s pre-injury weekly earnings from the Business.

Section 6B Assault Exclusions

1 Section 6B Assault does not cover Benefit:
   a to any person under 14 (fourteen) or over 85 (eighty-five) years of age at the commencement of the Period of Insurance; and
   b for death, bodily injury or disablement caused or contributed to by or arising from any pre-existing medical condition, infirmity or disease.

2 Bodily injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.
Part A

Section 7 | Fidelity Guarantee

The Cover
In the event of the Insured sustaining any loss of Money or other goods belonging to the Insured or for which the Insured are legally responsible during the Period of Insurance through any dishonest, fraudulent or criminal act of any Employee or former whether committed by the Employee alone or in collusion with other persons, the Insurers will indemnify the Insured in respect of such loss or losses subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Limit of Liability
Provided that:

1 the liability of the Insurers under this Section shall not exceed the Limit of Liability stated in the Schedule during any one Period of Insurance which shall be the Insurers' maximum liability in respect of any one or more acts of any one or more Employee acting alone or in collusion with others;

2 such loss is discovered not more than 24 (twenty-four) months following the termination of this Insurance, or the termination of employment of the Employee involved in the loss, whichever shall happen first;

3 the continuation of this Insurance beyond the original Period of Insurance shall not in itself increase the Limit of Liability hereby;

4 this Section only applies to acts of Employee(s) within the Territorial Limits.

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

Section 7 Exclusions
This Section does not cover:

1 any loss brought about by an Employee who, to the knowledge of the Insured, has committed any dishonest, fraudulent or criminal act, provided that this Exclusion shall not be deemed to relieve the Insurers of liability for loss occurring prior to the Insured obtaining such knowledge;

2 the acts of any Employee of any firm or firms whom the Insured shall merge with or acquire during the Period of Insurance unless the Insurers have signified their acceptance and any additional premium required by the Insurers has been paid;

3 any loss of interest or consequential loss of any kind;

4 any loss caused by any act of any Employee committed prior to the inception of this Insurance;

5 any unexplained shortages.

Section 7 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 Auditors' Fees
The Insurers will also indemnify the Insured in respect of auditors' and other professional fees incurred solely for the purpose of submitting and quantifying a loss as herein defined.

2 Re-writing of Records
The Insurers will also indemnify the Insured in respect of the reasonable cost of re-writing or amending the Software Programme(s) or systems where such re-writing or amending is necessary to correct the Programme(s) or amend the security codes following the fraudulent use of computer Hardware or Software Programme(s) or computer systems the subject of a claim for which liability is admitted under this Section.

3 Previous Insurance
If this Insurance immediately supersedes a Fidelity Insurance effected by the Insured (the “Superseded Insurance”) the Insurers will indemnify the Insured in respect of any loss discovered during the continuation of this Insurance but committed during the continuation of the Superseded Insurance, if the loss is not recoverable under such Superseded Insurance solely because the period allowed for discovery has expired.
Provided that:

a such Superseded Insurance had been continuously in force from the time of the loss until inception of this Insurance;

b the loss would have been insured by this Insurance had it been in force at the time of the loss;

c the liability of the Insurers shall not exceed whichever is the lesser of:

i the amount recoverable under the insurance in force at the time of the loss; or

ii the Limit of Liability under this Section.

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

4 Temporary Agency Staff
The Definition of Employee is extended to mean any person furnished by a staff or employment agency who by arrangement with such agency is working for the Insured on a temporary or part-time basis in connection with the Business to perform the functions and duties of an Employee under the control or direction of the Insured but not including persons employed as drivers or in connection with warehouse duties or with computer operations or computer programming unless specifically stated as insured in this Insurance.
Provided that:

a the Insurers shall not be liable for any loss caused by any such person if such loss is also covered for the benefit of the Insured by any insurance or guarantee held by the staff or employment agency furnishing the person concerned;

b the amount of wages and salaries declared shall include the total amount of fees paid to staff and employment agencies in respect of temporary agency staff described above;

c paragraph 1 References contained in the Section 7 System of Check and Supervision shall not apply to the temporary agency staff described above.

5 Unidentified Employee(s)
This Section extends to indemnify the Insured in the event that a loss is alleged to have been caused by the dishonest, fraudulent or criminal act of one or more Employee(s) and the Insured is unable to specify the person/s concerned, but can establish that the loss is otherwise a valid claim hereunder. This indemnity shall not be operative in respect of any loss sustained by the Insured arising out of an inventory shortage.
Section 7 Conditions

1 Deduction from Loss
   All Money held by the Insured on behalf of the Employee, in respect of whom a claim is made, shall be deducted from the amount of the loss before a claim is made hereunder.

2 Stock in Trade
   It is a condition precedent to the Insurers’ liability under this Section that Stock in Trade and relative takings shall be checked monthly independently of the person responsible for such Stock in Trade and takings.

3 Money
   It is a condition of this Section that all Money:
   a shall not exceed £5,000 on the Premises during Business Hours, any amounts exceeding this figure to be regularly transferred to an approved locked safe;
   b whilst in the personal custody of the Insured or an authorised Insured Person in their private dwelling or in transit to or from such dwelling and to or from the Premises shall not exceed £500;
   c shall be accounted for by Employee(s) who are independent of the responsibility for handling and receiving such Money within 14 (fourteen) days of receipt;
   d in excess of £500 on the Premises outside Business Hours shall be kept in a locked safe.

4 System of Check
   All Employee(s) are to be instructed as to their duties or responsibilities in respect of the System of Check and Supervision as set out below.

Section 7 System of Check & Supervision

The Insurers have no liability under this Section unless the following procedures are adhered to on all occasions (or such other procedures as are agreed in writing with the Insurers).

1 References
   The Insured will obtain satisfactory written references direct from the previous employer covering the whole of the preceding 2 (two) years of employment in confirmation of the honesty of all Employee(s) with responsibility for Money and/or accounts who are engaged after the inception of this Insurance. Any gaps in the preceding 2 (two) years of employment must be accounted for. References need not be obtained in respect of Employee(s) who have satisfactorily and continuously served the Insured for at least 2 (two) years in another capacity before being entrusted with the duties referred to above. Where such references are unavailable, and in respect of Employee(s) joining directly from school or Government sponsored youth training schemes, at least one character reference shall be obtained. These references shall be produced in the event of any claim arising hereunder.

2 Cheque Signing and Electronic Bank Transfers
   All instruments for the operation of bank accounts issued must be signed or electronically approved by 2 (two) authorised signatories after the amount has been inserted where the amount of such instrument exceeds £5,000 (or such other amount as may be agreed in writing by the Insurers and endorsed hereon).
   Notwithstanding this Condition, in the event that the Insured is found to be in breach of the requirements herein, the maximum payable under this Section shall not exceed £5,000 in all during the Period of Insurance (or such other amount as may be agreed in writing by the Insurers and endorsed hereon).

3 General Accounting Checks
   a There will be a split in duties so that no one Employee both compiles the payroll and makes wage payments.
   b The cast of the payroll will be subject to an independent check to ensure that the total amount drawn is correct.
   c All payments of whatever form received by Employee(s) will be remitted and/or banked in full on the day of receipt or on the next banking day.
   d Statements of account for all sums due will be issued direct to customers independently of Employee(s) receiving or collecting payment at least at monthly intervals with management action being taken after the account is 3 (three) months overdue.
   e Cash book entries will be subject to a monthly physical check independently of the Employee(s) responsible against bank paying-in book counterfoils and vouchers and the balance tested with cash and unpresented cheques.

4 General
   Every Employee who handles Money, manages accounts and/or who is involved in the control and monitoring of other goods belonging to the Insured is subject to examination of their working practices, systems and processes at least every 12 (twelve) months and the examination reports are submitted direct to the Trustees, Directors or Officers or to their nominated committee.
Part A

Section 8 | Goods in Transit

The Cover
The Insurers 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 Insurers under this Section shall not exceed any Limit of Liability 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 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 Insurers shall pay for the necessary and reasonable costs and expenses incurred by the Insured in:
   a removing or reloading the Insured Goods;
   b removing debris of such Insured Goods;
   c dismantling or breaking up such Insured Goods;
following the occurrence of an insured loss under this Policy provided that:
   i the liability of the Insurers 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 Insurers 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 per vehicle per Occurrence.

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

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 Insurers are advised in writing within 21 (twenty one) days of the substitution.

Section 8 Conditions
1 It is a condition precedent to the Insurers’ 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 Insurers, are in actual and complete operation and the keys are removed from the vehicle;
   b when any vehicle is left loaded and Unattended away from the Insured’s Premises outside the Insured’s normal Business Hours, the vehicle shall be in a locked building or in a locked or continuously supervised public garage or vehicle compound with locked gates. The onus of proving that the loss, destruction or damage did not occur outside the Insured’s normal Business Hours shall be upon the Insured.

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

3 The Insured shall maintain their Vehicles in a roadworthy condition.

Section 8 Exclusions
1 Excepted Property – Unless an ancillary part of the Insured’s Business this Section does not cover (unless stated in the Schedule):
   a tobacco products, wines and spirits;
   b cameras, photographic equipment, binoculars, radio, television, audio, video and Computer Equipment;
   c jewellery, watches, precious metals and stones, furs and clothing;
   d Money, deeds and other documents;
   e glass, china, earthenware, marble, statuary and other items of a fragile or brittle nature unless damage arises as a direct result of fire, theft, collision or overturning of the conveying vehicle;
   f livestock;
   g dangerous goods as defined in the current standard conditions of the Road Haulage Association (including but not limited to explosives, acids, chemicals and gases);
   h Computer Records;
   i property temporarily removed from the Insured’s Premises for cleaning, renovation, repair or similar purposes.

2 Excepted Causes – this Section does not cover loss, destruction or damage caused by or arising from:
   a inherent vice or latent vice or defect;
   b vibration, defective packing, denting, scratching or bruising, vermin or insects;
   c mechanical or electrical breakdown, derangement, defect or failure;
   d variation in temperature, loss of refrigerant or controlled atmosphere unless caused by collision or overturning of the conveying vehicle, atmospheric or climatic conditions;
   e temporary housing of the Insured Goods in course of Transit for the purpose of storage, making-up, packing or processing;
   f delay or inadequate documentation;
   g inventory shortages or mysterious or unexplained disappearances;
   h theft or attempted theft of the Insured Goods from open backed, soft sided or soft topped vehicles;
   i the dishonesty of any person to whom the Insured Goods have been entrusted;
   j packing which was inadequate to withstand normal handling during Transit;
   k loss of market, loss of profit, loss of use and consequential loss or damage of any kind.
Part A

Section 9 | Employers’ Liability

Definition:
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), Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. In respect of this Section 9 cover is extended to include:

1. member states of the European Union provided that such individuals are Persons Employed by virtue of being under a Contract of Service or apprenticeship with the Insured and such Contract of Service or apprenticeship was entered into in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
2. the Business Activities of any Person Employed ordinarily resident in the territories named above, but temporarily engaged in the Business elsewhere in the world;
3. elsewhere in the world for any Persons Employed temporarily outside the Territorial Limits provided that such individuals are Persons Employed by virtue of being under a Contract of Service or apprenticeship with the Insured and such Contract of Service or apprenticeship was entered into in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

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

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

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

Limit of Liability
Irrespective of:

1. the number of parties and/or entities entitled to indemnity;
2. the number of claimants;
the liability of the Insurers 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 and/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. Offshore Work:
   Injury sustained by any Person Employed whilst Offshore.

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

Unsatisfied Court Judgements
If a judgement for damages 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;
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;
in any court within the territories specified in b above remains unsatisfied in whole or in part 6 (six) months after the date of such judgement, then at the request of the Insured the Insurers 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 Insurers 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.

Section 9 Condition
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 Insurers all sums paid under this Policy which the Insurers would not have been liable to pay but for the provisions of such legislation.
Part A

Section 10 | Public Liability

Definition:
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), Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. In respect of this Section 10 cover is extended to include:
1 the Business Activities of any Person Employed ordinarily resident in the territories named above, but temporarily engaged in the Business elsewhere in the world;
2 elsewhere in the world for any Persons Employed temporarily outside the Territorial Limits provided that such individuals are Persons Employed by virtue of being under a Contract of Service or apprenticeship with the Insured and such Contract of Service or apprenticeship was 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 occurring during the Period of Insurance within the Territorial Limits in connection with the Business;
4 in respect of Legal Costs in connection with any Event which is or may be the subject of indemnity under 1 above; and subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Limit of Liability

1 Irrespective of:
   a the number of parties and/or entities entitled to indemnity;
   b the number of claimants;
   c the liability of the Insurers under this Section including any Extensions in respect of any one Event shall not exceed the Limit of Liability as stated in the Schedule.

2 Legal Costs payable by the Insurers shall be paid in addition to the Limit of Liability 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 Liability 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 Liability;

then the liability of the Insurers for Legal Costs shall be limited to such proportion as the Limit of Liability 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 Condition 2 of Sections 9, 10 and 11 Conditions 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 Liability as stated in the Schedule is inclusive of Legal Costs.

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 Exclusion 4, the Insurers 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 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 Condition 3 to Sections 9, 10 and 11 Conditions, 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;
   g caused or arising whilst such vehicle is being driven with the general consent of the Insured or their representative by any person who to the knowledge of the Insured or other such representative does not hold a licence to drive such a vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence.

2 Movement of Obstructing Vehicles
Section 10 Exclusion 4 shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the Insured) being driven by the Insured or by any Person Employed with the Insured’s permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned, hired by or lent to the Insured or any Person Employed, provided that:
   a all movements are limited to vehicles parked on or obstructing the Premises;
   b the vehicle causing obstruction will not be driven by any person unless such person is licensed and / or competent to drive the vehicle;
   c the vehicle causing obstruction is driven by use of the owner’s ignition key;
   d the Insurers shall not provide indemnity against liability;
      i in respect of damage to such vehicle;
      ii in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

3 Overseas Personal Liability Indemnity
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 incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but excluding any country or territory which operates under the law of the United States of America or Canada in connection with the Business.

This Extension will not apply to liability for damages and claimant’s costs and expenses:
   a arising out of the ownership or occupation of land or buildings;
   b notwithstanding Condition 3 to Sections 9, 10 and 11 Conditions, where indemnity is provided by any other insurance.
4 Data Protection ("Claims Made")

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

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

during the slander committed or uttered in good faith by the Insured.

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:

1 any

a 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.

2 any consequential losses.

3 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.

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

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

6 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.

7 proceedings relating to compensation for any Employee or Trustee, Director or Officer if Section 9 Employees' 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 remedies any defect or alleged defect in premises disposed of by the Insured;

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

6 Libel and Slander ("Claims Made")

The Insurers 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 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;

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

c Insurers 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, malicious prosecution or false imprisonment arising out of any accusation of shoplifting, theft, dishonesty or other improper conduct by any person and occurring on or about the Premises.

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.

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. Subject always to the limitations of Exclusion 10 of this Section (Participant to Participant).

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 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.
Section 10 Exclusions

This Section shall not apply to legal liability for damages and 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) (other than food or drink for consumption on the Insured’s Premises).

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 but this Exclusion shall not apply to:
   a. mechanical plant while operating as a tool of trade;
   b. the loading or unloading of any vehicle;
   except in respect of legal liability for which:
   i. insurance or security is required by law;
   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 but this Exclusion shall not apply to waterborne craft not exceeding 4 (four) metres in length on inland or United Kingdom territorial waters.

6. Property in the Insured’s Care, Custody or Control
   in respect of Damage to Property which at the time of the Event giving rise to such liability is the property of or held in trust by or in the care, custody or control of the Insured or any Person Employed, other than:
   i. personal effects including vehicles and their contents of any Person Employed or visitor to the Insured;
   ii. premises including their contents, not owned by or leased or rented to the Insured but temporarily occupied by the Insured for the purposes of undertaking work in connection with the Business, provided that this paragraph ii shall not include any property to which i above applies;
   iii. premises and their fixtures and fittings leased or rented to the Insured, provided that where such liability has been accepted by agreement, indemnity shall only be provided by the Insurers to the extent that such liability would have attached in the absence of the said agreement;

7. Work Offshore
   arising from or in connection with any work undertaken Offshore.

8. War
   directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, whether war be declared or not.

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 Electronic Data, resulting directly or indirectly from or in connection with:
   a. Virus or Similar Mechanism;
   b. Denial of Service Attack;
   c. unauthorised access to or use of computer and electronic equipment;
   However Insurers 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 Conditions

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 or tenants that may bear a proportion of such responsibility.

This clause will not apply to costs and expenses incurred in the defence of such claim.

2 Loss of or Damage to Underground Services
The Insurers shall only indemnify the Insured under Section 10 Public Liability against legal liability for damages and claimant’s costs and expenses directly or indirectly arising from damage to any services located underground if and provided 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. Reasonable steps shall include the use of Openreach’s ‘Click Before You Dig’ service, access to which is via the Openreach website in circumstances where it is possible Openreach cables are under such site;

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.

3 Heat Away from Insured’s own Premises
It is a condition precedent to the liability of the Insurers 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 the use of 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 combustible material before operations commence;

d where work is being carried out in any enclosed area an additional Person Employed or an employee of the occupier or of the main contractor is present at all times to guard against the outbreak of fire;

e such application of heat has been specifically authorised and signed for by the occupier or the main contractor who must also approve the safety arrangements;

f the following are in readiness for immediate use at the scene of operations:

i suitable fire extinguishers by number and size for the scope of operations;

and/or

ii hoses connected up for immediate use and successfully tested prior to the commencement of the operations;

g a thorough examination has been made in the vicinity of the operations approximately one hour after the termination of each operation. In the event that it is not practicable for such examination to be carried out by a Person Employed then appropriate arrangements must be made with and signed off by the occupier;

h before burning off metal work built into or projecting through walls or partitions an examination has been made including the area on the other side of any walls or partitions to ensure that no combustible material is in danger of ignition either directly or by conducted heat;

i when the Insured burns debris away from their Premises the following precautions are taken on each occasion:

ii fires are in a cleared area and at a distance of at least 10 (ten) metres from any property;

iii fires are attended at all times;

iv suitable fire extinguishers by number and size are kept available at the scene of operations for immediate use;

v fires are extinguished at least one hour prior to leaving the contract site at the end of each working day.

4 Care and Risk Management Condition
If in relation to any claim there is a failure to fulfil any of the following conditions, the Insured will lose their right to indemnity or payment for the claim.

The Insured must ensure that:

a The Insured adhere to and maintain written policies and procedures in accordance with the appropriate National Minimum Care Standard for safeguarding the welfare of any person in the Insured’s care against abuse, assault or molestation.

b Any person working for the Insured or on the Insured’s behalf voluntarily or paid, in a role which has unsupervised access to any person in the care of the Insured:

i has undergone satisfactory Disclosure Barring Service (DBS) or similar statutory disclosure checks prior to engagement in the role;

ii undergoes satisfactory Disclosure Barring Service (DBS) or similar statutory disclosure rechecks every 3 years;

iii has access to and is acquainted with and 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 receive formal induction protection training prior to commencement of their duties and are supervised during their probationary service period.

c The Insured will take all reasonable measures to ensure that the Insured 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 in respect of;

ii The Insured’s protection policy, revisions and records of the Insured’s protection policy training delivered to any person working for the Insured or on the Insured’s behalf in a care role or having unsupervised access to any person in the Insured’s 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.
Section 10 Optional Endorsement
(“Claims Made”)

Where stated in the Schedule (or otherwise by Endorsement hereto) as ‘Applicable’ the following Endorsement shall apply, to this Section 10 Public Liability subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Abuse – Exception and Grant Back Endorsement

Exclusion
The Insurer will not provide cover in respect of any claim for the alleged actual attempted or threatened Abuse of any person except as stated in The Cover – Abuse below.

The Cover - Abuse
Subject otherwise to the terms of the Policy.
The Exclusion above shall not apply to this Section 10 Public Liability and the Insurer will provide cover to the Insured and any Additional Insured against the Insured's or Additional Insured's legal liability to pay damages and claimant's costs and expenses and Legal Costs in respect of any Abuse claim for the alleged actual attempted or threatened Abuse of any person which is first made against the Insured and notified to the Insurer during the Period of Insurance.

Retroactive Date: as stated in the Schedule in the event this Endorsement is applicable.

The maximum the Insurer will pay, inclusive of Legal Costs, in respect of all claims made against the Insured during any one Period of Insurance is as stated in the Schedule. This limit is part of, and not in addition to, the Limit of Indemnity applicable to Section 10 Public Liability of this Policy.

The Indemnity provided by this Endorsement only applies to claims made against the Insured during the currency of this Endorsement.

As part of this Endorsement the following Additional Conditions and Additional Exceptions apply:

Additional Conditions
If in relation to any Abuse claim the Insured have failed to fulfil any of the following conditions the Insured will lose the Insured's right to indemnity or payment for that claim

1  The Insured shall give written notice to the Insurer as soon as practicable if, during the Period of Insurance, the Insured:
   a  receive any Abuse claim;
   b  receive any notice of intention to make an Abuse claim
   In the event that it is not possible to give the Insurer such notice before the end of the Period of Insurance then the Insured must do so not later than 7 days after the end of the Period of Insurance.

2  If the Insured become aware of any circumstance that might give rise to an Abuse claim the Insured shall give written notice to the Insurer of such circumstance as soon as practicable and in any event not later than the last day of the Period of Insurance.

Any Abuse claims subsequently arising from any circumstance notified to the Insurer shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by the Insurer.

Additional Exceptions
The Insurer will not provide cover:

1  where cover is provided by another insurance policy;
2  for any claim made against the Insured for the alleged actual attempted or threatened Abuse of any person committed prior to the Retroactive Date stated above;
3  for any claim that has been notified under any other insurance attaching prior to the inception of this Endorsement;
4  for any claim that the Insured were or should, after reasonable enquiry, have been aware of prior to the inception of this Endorsement.
Part A

Section 11 | Products Liability

Definition:
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), Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. In respect of this Section 11 cover is extended to include:

1. elsewhere in the world in connection with any Event, arising out of Products;
2. in respect of Legal Costs in connection with any Event which is or may be the subject of indemnity under 1 above.

The Cover

The Insurers shall indemnify the Insured and any Additional Insured:

1. against legal liability for damages and claimant’s costs and expenses in respect of:
   a. accidental Injury sustained by any person;
   b. accidental Damage to Property; happening during the Period of Insurance and caused by any Product(s);
2. in respect of Legal Costs in connection with any Event which is or may be the subject of indemnity under 1 above,

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

Limit of Liability

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

2. Legal Costs payable by the Insurers shall be paid in addition to the Limit of Liability 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 Liability 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 Liability;
   then the liability of the Insurers for Legal Costs shall be limited to such proportion as the Limit of Liability 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 Condition 2 of Section 9, 10 and 11 Conditions 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 Liability as stated in the Schedule is inclusive of Legal Costs.

Section 11 Extensions
The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1. Consumer Protection Act
   The Insurers shall indemnify the Insured and, if the Insured so requests, any Employee or Trustee, Director or Officer of the Insured in respect of Legal Costs incurred with the written consent of the Insurers in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987; provided that an offence is alleged to have been committed during the Period of Insurance in the course of the Business.
   This Extension will not apply:
   a. to fines or penalties of any kind;
   b. to proceedings consequent upon any deliberate act or omission by:
      i. the Insured;
      ii. any Employee or Trustee, Director or Officer;
      which could reasonably have been expected to constitute a breach of applicable legislation having regard to the nature and circumstances of such act or omission;
   c. where indemnity is provided by any other insurance.

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 fulfill 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. Food and Drink
   directly or indirectly caused by, arising from or in connection with food or drink for consumption on the Insured’s Premises.

   in connection with any Product(s) which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada;

7. War
   directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power, whether war be declared or not.
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 Automatic Acquisitions
This Policy shall automatically extend to include newly established or created or acquired Subsidiary companies within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands solely where there is no change to the Business subject to:

a notification to the Insurers by the Insured as soon as possible but in any event within 60 (sixty) days;
b submission of full underwriting and claims information to the Insurers as soon as possible but in any event within 60 (sixty) days; and
c additional premium and/or additional terms to be agreed by the Insurers.

Where the acquisition represents a material change to the Business the Insurers reserve the right to accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms for any such coverage.

2 Corporate Manslaughter Legal Defence Costs
The indemnity provided under Sections 9, 10 and 11 of this Policy is extended to indemnify the Insured and if the Insured so requests any Employee or Trustee, Director or Officer of the Insured in respect of Legal Costs incurred in the prior consent of Insurers in the defence of:

a any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974); and/or
b any alleged breach of statutory duty under the Protection from Harassment Act 1997; and/or

Manslaughter Defence Costs
c allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against the Insured or any Additional Insured;

provided that such Statutory Defence Costs or Manslaughter Defence Costs relate to:

i an offence alleged to have been committed during the Period of Insurance in the course of the Business; and
ii claims for Injury to persons other than Persons Employed.

Prosecution Defence Costs
d prosecution costs awarded against the Insured.

The indemnity provided under this Extension shall not exceed £2,500,000 any one claim and in the aggregate for all claims during any one Period of Insurance (or the Limit applicable to Sections 9, 10 and 11 if less than £2,500,000 but always to apply in the aggregate for all claims). However, the total liability of the Insurers under Sections 9, 10 and 11 of this Policy, inclusive of this Extension, shall not exceed the Limit(s) of Liability as stated in the Schedule.

For the avoidance of doubt the following statutes, whilst not exhaustive, are included within the statutes or regulations contemplated for which Legal Costs are insured by this clause:

i Health and Safety at Work, etc. Act 1974, but only sections 2 to 8,
ii Health and Safety at Work (Northern Ireland) Order 1978,
iii The Trade Description Act 1968
iv Part II of the Consumer Protection Act 1987
v Part II of the Food Safety Act 1990.
vi Corporate Manslaughter Act 2007.

3 Health and Safety at Work Legal Defence Costs
Subject to the written consent and the control of the Insurers, the Insurers shall indemnify the Insured and if the Insured so requests any Employee or Trustee, Director or Officer in respect of Legal Costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Applicable Legislation provided that an offence is alleged to have been committed during the Period of Insurance in the course of the Business.

This Extension shall not apply to:

a fines or penalties of any kind;
b proceedings consequent upon any deliberate act or omission by:
   i the Insured; or
   ii any Employee or Trustee, Director or Officer 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 where indemnity is provided by any other insurance.

For the purposes of this Extension “Applicable Legislation” shall mean:

a the Health & Safety at Work Act 1974 and any amending and/or subsequent legislation;
b the Health & Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation.

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 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 Trustee, Director or Officer £500
Any other Employee £250

5 Indemnity to Principals
The 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.
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 fulfil any of the following conditions the Insured will lose the Insured's right to indemnity or payment for that claim. You must ensure:
   i all Care and Treatment is only undertaken by Persons Employed who are suitably trained and where appropriate, qualified.
   ii the relevant National Minimum Standards are complied with in respect of the administration of controlled drugs.
   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
The Insurers shall indemnify the Insured against legal liability for damages and claimant's costs and expenses in respect of loss of or damage to buildings (including their fixtures and fittings) hired or rented to the Insured and for occupancy by the Insured.

3 Pollution or Contamination
Notwithstanding Exclusion 3 of Section 10 and Exclusion 3 of Section 11 the Insurers will indemnify the Insured and any Additional Insured against legal liability for damages and claimant's costs and expenses in respect of Pollution or Contamination within the Territorial Limits in connection with the Business provided always that:
a Pollution or Contamination is caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the Period of Insurance;
b no indemnity shall be provided in respect of activities commenced by or on behalf of the Insured prior to inception of the Period of Insurance or any period of continuous Insurance prior to inception of the Period of Insurance placed under the Insurer.
All Pollution or Contamination which arises out of a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the Period of Insurance 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 Liability specified in the Schedule for Section 10 in the aggregate for Sections 10 and 11 in respect of the Period of Insurance, inclusive of Legal Costs.

4 Cross Liabilities
If the Insured comprises more than one party and/or entity the Insurers 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 Insurers shall not exceed the Limit of Liability stated in the Schedule regardless of the number of parties and/or entities entitled to indemnity.

5 Food Safety Act Legal Defence Costs
The Insurers shall indemnify the Insured and, if the Insured so requests, any Employee or Trustee, Director or Officer in respect of Legal Costs incurred with the written consent of the Insurers in the defence of any criminal proceedings brought or in any appeal against conviction arising from such proceedings in respect of a breach of Part II of the Food Safety Act 1990; provided that an offence is alleged to have been committed during the Period of Insurance in the course of the Business. This Extension will not apply:
a to fines or penalties of any kind;
b to proceedings consequent upon any deliberate act or omission by any Employee or Trustee, Director or Officer which could reasonably have been expected to constitute a breach of applicable legislation having regard to the nature and circumstances of such act or omission;
c notwithstanding Conditions 3 to Sections 9, 10 and 11 where indemnity is provided by any other insurance.
For the purposes of this Extension, Product(s) shall be deemed to include food or drink for consumption on the Insured's Premises.

6 Legionellosis (“Claims Made”)
Sections 10 and 11 will indemnify the Insured and any Additional Insured against legal liability for damages and claimant's costs and expenses and Legal Costs in respect of any claim or claims first made against the Insured and notified to the Insurers 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 Insurers 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 placed under the Insurer.

Extension 3 Pollution or Contamination to Sections 10 and 11 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.

7 Financial Loss (“Claims Made”)
The Insured shall be indemnified against all sums which the Insured shall be legally liable to pay as damages and claimant's costs and expenses and Legal Costs in respect of any claim first made against the Insured and notified to the Insurers during the Period of Insurance for accidental financial loss arising out of a defect in any Product(s) or work carried out negligently by or on behalf of the Insured, subject to the following conditions:
1 the liability of the Insurers under this Extension for damages, claimant's costs and expenses and Legal Costs shall not exceed £250,000 during the Period of Insurance regardless of the number of claims made against the Insured;
2 the Insured shall bear 10% (ten percent) of each claim, subject to a minimum contribution any one claim of £2,500 including costs, expenses and Legal Costs.
Sections 9, 10 and 11 Exclusions
Sections 9, 10 and 11 of this Policy shall not apply to legal liability:

1 Radioactive Contamination
directly or indirectly caused by or contributed to, by or arising from:
 a ionising radiation 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;
 c the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

but in respect of Section 9 only, this Exclusion shall apply only where such legal liability is:
i that of any principal;
ii accepted under agreement and would not have attached in the absence of such agreement.

2 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.

3 Fines, Liquidated Damages, Penalty Clauses and Performance Warranties
for fines, liquidated damages, penalty clauses or performance warranties.

4 Defamation
in respect of any form of defamation, other than as provided for in Section 10 Public Liability Extension 6 Libel and Slander, and Sections 10 and 11 Extensions Extension 8 Advertising Liability.

5 Excess(es)
for the amount of the Excess(es) as stated in the Schedule for each Operative Section.

6 North American Pollution or Contamination
directly or indirectly caused by or arising from Pollution or Contamination in the United States of America or Canada.

7 North American Companies
arising from or in connection with any company domiciled or registered in the United States of America or Canada or their territories or possessions.

8 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 8a and/or 8b. 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 8a. and 8b. above shall apply to Section 9 Employers’ Liability, Section 10 Public Liability and Section 11 Products Liability but the Limit of Liability for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including Legal Costs.
Sections 10 and 11 Exclusions
Sections 10 and 11 of this Policy shall not apply to legal liability:

1  Professional Services
   arising from or in connection with:
   1  advice;
   2  design;
   3  specification;
   a  if Section 16 or Section 17 Optional Extension 2 of this Policy is operative, or if similar cover is in force under any other similar policy of insurance provided by or on behalf of the Insured;
   b  if Section 16 or Section 17 Optional Extension 2 of this Policy is not operative provided:
      i  for a fee;
      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.

2  Employment Practice Liability
directly or indirectly occasioned by, happening through or in consequence of any claim for breach of employment contract in relation to the hiring, supervision, retention and/or personal development of any Persons Employed howsoever arising.

3  Tour Operators
directly or indirectly arising from The Package Travel, Package Holidays and Package Tours Regulations 1992 or any subsequent or amending legislation of like kind unless such liability would have attached in the absence of such legislation.

4  Care and Treatment
   Care and Treatment except as otherwise insured by the Sections 10 and 11 Extensions Extension 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 9, 10 and 11 Conditions

1  Excess(es)
   No indemnity shall be provided until the applicable Excess(es) for any claim has been paid to and received by the Insurers.

2  Discharge of Liability
   In respect of any claim(s) against the Insured to which a Limit of Liability applies, the Insurers 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 Insurers, such claim(s) can be settled. The Insurers shall relinquish control of the said claim(s) and be under no further liability in respect thereof except for Legal Costs for which the Insurers may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of Legal Costs.

3  Other Insurances
   If at the time of any claim(s) covered by this Policy there is, or but for the existence of this Policy would be any other insurance covering the same legal liability the indemnity afforded by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected and shall be subject to the Limit of Indemnity as stated in the Schedule.

4  Concessionaires, Suppliers and Bona Fide Sub-contractors
   It is a condition precedent to the liability of the Insurers that the Insured shall require all concessionaires, suppliers and subcontractors engaged by the Insured and operating under their own trading name to have Employers' Liability (where required by law). Public Liability and Products Liability insurance in full force and effect throughout the currency of this Policy in respect of their liability for Injury and Damage to Property consequent upon all activities carried out for the Insured and that:
   a  where such concessionaires, suppliers and subcontractors are engaged in non-manual or Light Manual work or activity such insurance has a Limit of Indemnity for any one occurrence or series of occurrences arising out of one original cause and in the aggregate where applicable which in the Insured's opinion is satisfactory in the context of the nature and amount of work being undertaken; or
   b  in all other circumstances such insurance has a Limit of Indemnity of £5,000,000 or the limit purchased by the Insured as detailed in Sections 9 and 10 of 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 and/or crèche facilities and shall maintain a written system of check to ensure compliance with the same:
   1  the Insured shall at all times ensure adequate numbers of personnel suitably trained in the provision of first aid to minors are on duty;
   2  the Insured shall implement a suitable visual means of identifying Service Users with special medical and/or dietary requirements;
   3  the Insured shall 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;
      iii  missing persons (including children).
Part A

Section 12 | Loss of Licence and/or Registration Certificate

The Cover
In the event of the Insured’s Licence or Registration Certificate being:
1. forfeited, suspended or withdrawn under the provisions of the Licensing Act 2003 or Care Standards Act 2000 or the equivalent legislation in Scotland or any subsequent legislation governing such Licence or Registration Certificate; or
2. refused renewal by the appropriate licensing authority after proper application;
due to reasons beyond the control of the Insured the Insurers will pay to the Insured:
1. the depreciation in value of the interest of the Insured in the Premises or the Business caused by such loss of Licence or Registration Certificate; and
2. 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 liability of the Insurers under this Section shall not exceed the Total Sum Insured as stated in the Schedule.

Section 12 Exclusions
The Insurers 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;
2. a. actual or proposed compulsory acquisition of the Premises;
   b. any scheme of town or country planning, improvement or redevelopment;
   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;
   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 Insurers 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 Insurers that the Insured shall give the Insurers written notice within 14 (fourteen) days of:
   a. the loss of the Licence or Registration Certificate; 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 Insurers all such assistance as the Insurers may require.

3 Alterations
It is a condition precedent to the liability of the Insurers that:
   a. no alterations to the Premises shall be made without the sanction of the Licensing 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 Insurers;
   c. the Insured shall from time to time give all such information as the Insurers may require for any purpose connected with this Insurance and the risk hereby insured against and if any of the duly authorised representatives of the Insurers 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 Insurers 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.
Section 13 | Motor No Claims Discount and Excess Protection

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, as defined below, in connection with a Motor Accident whilst acting as a Voluntary Driver.

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

Limit of Liability
The Insurers will indemnify the Insured following:

1. Loss of or reduction in No Claims Discount under a current private motor car Policy held by the Insured Person;
2. Payment of the Excess under a current private motor car Policy held by the Insured Person;

following an accident involving a private motor car, 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 additional 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 8 (eight) 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 full United Kingdom driving licence to drive the vehicle and any such driving licence shall be free of endorsements other than endorsements for speeding, parking offences, and Traffic Signal Offences not exceeding 6 (six) points in total.

2. It is a condition precedent to the Insurers’ liability that in substantiation of a claim under this Section the Insured Person shall provide a letter from the private motor car 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;
   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 A

Section 14 | Group Personal Accident

The Cover

The Insurers agree to pay in accordance with the Schedule of Benefits if during the Period of Insurance an Insured Person sustains Bodily Injury as defined herein, subject always to the terms, conditions, provisions, limitations and Exclusions hereof. The Sum Insured, schedule of the Insured Persons and Operational Time are stated in the Schedule.

The Excess

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

Schedule of Benefits:

<table>
<thead>
<tr>
<th>Item</th>
<th>Capital Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Death:</td>
</tr>
<tr>
<td>2</td>
<td>Loss of Limb(s) or Loss of Eye(s):</td>
</tr>
<tr>
<td>a</td>
<td>Loss of two or more Limbs or both Eyes or one of each</td>
</tr>
<tr>
<td>b</td>
<td>Loss of one Limb or one Eye</td>
</tr>
<tr>
<td>3</td>
<td>Permanent Total Disablement:</td>
</tr>
<tr>
<td>4</td>
<td>Temporary Total Disablement:</td>
</tr>
<tr>
<td>5</td>
<td>Temporary Partial Disablement:</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.

The Insurers shall pay for any Medical Expenses.

Section 14 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 Eye(s) 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 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 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 Eye(s) 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. Assignment

This Policy will not be assigned unless otherwise agreed by the Insurers in writing.

4. Associated Companies and Change in Risk

If relevant and subject to the Insurers’ prior written consent, this Policy will cover associated companies as long as a list of these companies has been provided to and accepted by the Insurers. If the Insured changes its Business activities from the Business as defined herein during a Period of Insurance it must tell the Insurers immediately.

5. Claims Procedures

Claims Procedures are set out in General Condition 12.

6. Contracts (Rights of Third Parties) Act

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 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.

7. Failure to comply with Policy conditions

Where the Insured or the Insured Person does not comply with any obligation to act in a certain way specified in this Policy, this may prejudice the Insured or the Insured Person’s position to recover under any claim.

8. Fraud

Any fraud, deliberate dishonesty, or deliberate hiding of information connected with a claim, will make this Policy invalid. If this happens, the Insured or and the Insured Person may lose any benefit due to them and they must pay back any benefit that the Insurers have already paid. If this happens the Insurers will not refund any premiums.

9. Interest on Benefit Payable

The Insurers will not pay interest on any benefit payable.

10. Law and Jurisdiction applying to this contract

Notwithstanding General Condition 24 and General Condition 26, the Insurers and the Insured are entitled to choose the law applicable to this insurance contract. In the absence of any written agreement to the contrary, the law of England and Wales shall apply to this insurance contract. The courts of England shall have jurisdiction.

11. Other Interests

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

12. Conveyance Accumulation Limit

The Conveyance Accumulation Limit applicable to this Policy is £5,000,000.

13. Any One Occurrence Limit

The Any One Occurrence Limit applicable to this Policy is £5,000,000.
Section 14 Exclusions

1 The Insurers shall not be liable for death or disablement directly or indirectly resulting from:
   a. an Insured Person’s suicide, attempted suicide, intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or Insured Person committing a criminal act.
   b. the Insured Person engaging in riding or driving in any kind of race, or in any form of operational duties as a member of the armed forces, or in mountaineering or rock climbing normally requiring the use of ropes or guides.
   c. the Insured Person engaging in aerial activities other than air travel as a passenger.

2 Age Limit
   Except where the Insurer’s specific prior agreement has been obtained, no cover shall attach hereunder in respect of any person aged under 14 (fourteen) or over 85 (eighty-five) years of age at the commencement of the Period of Insurance.

3 War and other perils exclusion
   The Insurers shall not be liable for expense, loss, damage or indemnity directly or indirectly resulting from or attributable to:
   a. war, 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,
   b. utilisation of chemical weapons or biological weapons, the release of weapons of mass destruction.
   Nevertheless Bodily Injury sustained as a result of any of the events described in a (above) shall be covered provided that the Insured Person takes no active part and:
   c. that the Insured Person’s presence in such country or area is:
      i. attributable to the scheduled transit or stopover not exceeding 24 (twenty four) hours of an aircraft or sea vessel in which the Insured Person is travelling, or
      ii. attributable to involuntary diversion or transit due to Hijack, Kidnap or other occurrence beyond the Insured Person’s control, provided always that at the time of such Hijack, Kidnap or occurrence the Insured Person were not within the confines of any country or area to which any of the events described in exclusion a. was applicable nor travelling to or from such country or area.
   d. for a maximum period of 14 (fourteen) days from the start of the hostilities or of the insurrection, where the Insured Person are surprised by such events while the Insured Person are out of the Insured Person’s country of residence in a country which until that time was in a state of peace.

4 Radioactive Contamination Exclusion Clause
   The Insurers shall not be liable for death, disablement, expense, loss, damage or indemnity directly or indirectly resulting from or attributable to radioactive contamination.

5 Electronic Date Recognition Clause
   The Insurers shall not be liable under this Insurance for any claims in any way caused by or contributed to by the failure of, or the fear of the failure of, or the inability of, any equipment or any computer Programme(s), to recognise, interpret correctly, or process any date as its true calendar date, or to continue to function correctly beyond that date.

Section 14 Extensions

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Sections 10 and 11 and the Policy.

1 Disappearance Clause
   If the Insured Person disappears during the Period of Insurance and is not found within 12 (twelve) months of disappearing, and sufficient evidence is produced that leads the Insurers inevitably to the conclusion that the Insured Person has sustained Bodily Injury and that such Bodily Injury has caused their death, the Sum Insured for Capital Benefit Item 1 Death shall become payable hereunder. If at any time after such payment the Insured Person shall be found to be living, the sum thus paid shall be refunded to the Insurers.

2 Suicide
   In the event that an Insured Person who is an employee of the Insured commits suicide the Insurers will pay up to £10,000 for documented recruitment costs incurred in engaging a replacement employee.
   Exclusion 1a is deemed not to apply to this extension.

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

4 Coma Benefit
   In the event of accidental Bodily Injury being sustained by an Insured Person which results in their being in a continuous unconscious state, the Insurers will pay £50 for each complete 24 (twenty four) hour period that they spend in a state of continuous unconsciousness, up to a maximum of 365 (three hundred and sixty five) days. This benefit will be paid in addition to any amount paid under the Extension 3 Hospital Benefit above.

5 Retraining & Rehabilitation expenses
   In the event of a claim being paid under Capital Benefit Item 2 Loss of Limb(s) or Loss of Eye(s) or Capital Benefit Item 3 Permanent Total Disablement, the Insurers will pay up to a maximum of £10,000 for reasonable expenses incurred in retraining the Insured Person for an alternative occupation.

6 Funeral expenses
   In the event of a claim being paid for accidental death the Insurers will pay for reasonable funeral expenses incurred, up to a maximum of £5,000.

7 Damage to clothing
   In the event of accidental Bodily Injury being sustained by an Insured Person within the Territorial Limits the Insurers will pay up to £500 in respect of any one loss as a result of damage to clothing.
Part B

Section 15 | 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 of from time to time.

For other Aviva Helpline Services please see Page 82.

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 para 6) Jury Service and Court Attendance the maximum Insurers will pay is the Insured Person’s net salary or wages for the time that the Insured Person is absent from work less any amount the court pays.

What Insurers will not pay
1. In the event of a claim, if the Insured decides not to use the services of a Preferred Law Firm or Tax Consultancy, the Insured will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Insurers.
2. The total of the compensation awards payable by Insurers shall not exceed £1,000,000 in any one Period of Insurance.
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000.
4. The Insurers will not provide indemnity in respect of bodily injury including death, illness, disease or nervous shock, wrongful arrest, detention, imprisonment, eviction and accusation of shoplifting arising out of:
   a. the alleged, actual or threatened Abuse of any person;
      i. in the care of;
      ii. under the protection of the Insured or any one working for or on behalf of the Insured;
   b. the negligent:
      i. employment;
      ii. investigation;
      iii. supervision;
      iv. reporting to the proper authorities or the failure to report;
   v. retention of any person for whom the Insured is or ever was legally responsible and whose conduct is excluded by a above.

Insuring Clauses

EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

1. Employment Disputes
   Costs and Expenses to defend the Insured’s legal rights:
   a. before the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
   b. in unfair dismissal disputes under the ACAS Arbitration Scheme; or
   c. in legal proceedings in respect of any dispute relating to:
      i. a contract of employment with the Insured; or
      ii. an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

What is not covered under Employment Disputes
A claim relating to the following:
1. a dispute where the cause of action arises within the first 90 days of the start of the policy
2. a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of the policy if the Date of Occurrence was within the first 180 days of the start of the policy
3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of the policy
4. damages for personal injury or loss of or damage to property

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
   b. 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 a 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) 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.

An 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 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. Please see The Cover on page 45.

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.

   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 absehence 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 relating to the following:

Please note this exclusion applies to sections 1 and 2 of the Legal Expenses section of the policy:

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.

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);
   c if the dispute relates to money owed to the Insured, a claim under the policy is made within 90 days of the money becoming due and payable.
What is not covered under Contract Disputes
1. A dispute arising from an agreement entered into prior to the start of the policy if the Date of Occurrence is within the first 90 days of the cover provided by the policy.
2. a. The settlement payable under an insurance policy (Insurers will cover a dispute if the Your insurer refuses Your claim, but not for a dispute over the amount of the claim).
b. The sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, Insurers will cover a dispute, with a professional adviser in connection with these matters.
c. A loan, mortgage, pension, guarantee or any other financial product and choses in action.
d. A motor vehicle owned by, or hired, or leased to the Insured other than agreements relating to the sale of motor vehicles where The Insured is engaged in the business of selling motor vehicles.
3. A dispute with an Employee or former Employee which arises out of, or relates to, a contract of employment with the Insured.
4. A dispute which arises out of the: sale or provision of computer hardware, software, systems or services; or the purchase or hire of computer hardware, software, systems or services tailored by a supplier to the Insured’s own specification.
5. A dispute arising from a breach or alleged breach of Professional Duty by an Insured Person.
6. The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

PROPERTY PROTECTION
A civil dispute relating to material property which is owned by the Insured, or is the Insured’s responsibility following:
1. any event which causes physical damage to such material property; or
2. a legal nuisance (meaning any unlawful interference with the Insured’s use or enjoyment of the Insured’s land, or some right over, or in connection with it); or
3. a trespass.

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 15 Exclusions
Insurers will not pay for the following:
1. Late reported claims
   Any claim reported to Insurers 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 Insurer’s written acceptance of a claim.
3. Court awards and fines
   Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under Insuring Clauses Employment Disputes and Compensation Awards and Legal Defence.
4. Legal action Insurers have not agreed
   Legal action an Insured Person takes which Insurers or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Insurers or the Appointed Representative.
5. Intellectual property rights
   Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Deliberate acts
   Any insured incident deliberately or intentionally caused by an Insured Person.
7. Franchise or agency agreements
   Any claim relating to rights under a franchise or agency agreement entered into by the Insured.
8. A dispute with DAS
   A dispute with Insurers
9. Shareholding or partnership disputes
   Any claim relating to a shareholding or partnership share in the Insured Person.
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 15 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

Section 16 | Professional Indemnity ("Claims Made")

The Cover
The Insurers will subject to the provisions of the Policy and of this Section indemnify the Insured for loss arising from any:

1 Civil Liability
Claims made against the Insured and notified to the Insurers during the Period of Insurance incurred in the conduct of the Business which give rise to a civil liability as a result of a Breach of Duty.

2 Loss of Documents
(Except where insured under Section 1 Property Damage All Risks of this Policy)
reasonable cost or expense incurred by the Insured (and to which the Insurers have consented) in replacing and restoring Documents either owned by or the responsibility of the Insured in the conduct of the Business which are discovered lost or damaged and notified to the Insurers during the Period of Insurance.

For the purpose of this Clause only, the Excess payable by the Insured is £500, or equivalent currency, and the Limit of Indemnity shall be limited to £25,000, or equivalent currency, in all during the Period of Insurance. The equivalent currency exchange rate will be fixed at the time of any first payment applicable under this Clause.

3 Compensation for Court Attendance
the cost of attendance at any court of any of the undermentioned persons as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under Cover clause 1 of this Section of the Policy at the following rates per day on which attendance is required:

- any Trustee, Director or Officer: £500
- any other Person Employed: £200

Provided that:

- the liability of the Insurers in respect of all Cover clauses, including any Extensions, of this Section of the Policy shall not exceed the Limit of Indemnity;
- in respect of any Claim, costs or expenses arising under Cover clause 1 and any Extensions of this Section of the Policy, the Excess is payable by the Insured and the Insurers shall thereafter be liable to indemnify the Insured only in excess of such amount;
- and subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Limit of Indemnity and Excess
Aggregate Limit of Indemnity, inclusive of costs and expenses.

The Excess also applies to costs and expenses.

The limit of the Insurers' total aggregate liability under this Section of the Policy shall be the sum stated in the Schedule which:

1 is available in respect of all Claims during the Period of Insurance; and
2 is 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 of the Policy.

The Excess does apply to such costs and expenses, which shall only be indemnified by the Insurers if incurred with their prior written consent.

For the avoidance of doubt it should be noted that the indemnity afforded under the terms of this Section of the Policy is provided jointly to all parties constituting the Insured and for all purposes this Policy shall be considered as a joint Policy with one Limit of Liability.

For the purposes of determining the Limit of Liability and the application of the Excess, all Claims resulting from one and the same act, error or omission or a series of acts, errors or omissions arising out of the same cause or the acts, errors or omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated shall be deemed to be one Claim.

Section 16 Conditions
The following Conditions are Conditions precedent to the Insurers' liability. No Claim will be paid unless full and complete adherence to these Conditions is maintained by the Insured.

1 a Notification
The Insured shall give notice to the Insurers, as soon as practicable, of:

- any Claim made against the Insured; or
- any Circumstance.

Provided that such notice as required in 1a(ii) of this Condition has been given during the Period of Insurance, any resultant Claim arising from such matters notified shall be deemed to have been given during the Period of Insurance, provided however that this deeming provision shall only have effect if the Insured complies within a reasonable time and at their own expense with:

1 the Insurers' standard requirement that the notification should state precisely why a Claim is likely and if so, from whom; and
2 any reasonable request by the Insurers for further information in relation to the matters notified; and
3 any request by the Insurers for steps to be taken to reduce or avert the said risk.

For the avoidance of doubt, no other Condition of this Section of the Policy or of this Policy shall have the effect of limiting the Insurers' right to refuse to give effect to this deeming provision in the event of a failure by the Insured to comply with a request under 1(a)(1), 1(a)(2) and 1(a)(3) above.

b Co-operation
Following notification of a Claim or Circumstance, the Insured shall at their own expense:

- give all information and assistance within timescales reasonably required by the Insurers; and
- make no admission of liability, arrangement, compromise, offer, promise or payment without the consent of the Insurers;
- if the Insurers so request, take all reasonable steps to effect recovery from any person committing or condoning any dishonest or fraudulent act or omission or from the estate and/or legal representatives of such person.

2 Insurers' Rights
Notification
Following the notification of a Claim or Circumstance the Insurers will be entitled:

a at their discretion, to take over and conduct in the name of the Insured the investigation, defence or settlement of any such matter;

b at any time, to pay to the Insured the amount of the Limit of Indemnity (less the Excess and any sum already paid or expended during the Period of Insurance) or any lesser amount for which, in the Insurers' opinion, any Claim or Claims can be settled and shall then cease to have conduct and control of the Claim or proceedings and be under no further liability in respect of such costs, Claim or Claims. The Insurers shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Insurers having so acted;

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 Employee or Trustee, Director or Officer unless such claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the Employee or Trustee, Director or Officer.

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3 Administrative Conditions
Section Disputes
Any dispute or difference between the Insured and the Insurers arising from this Section of the 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 16 Exclusions
This Policy shall not indemnify the Insured in respect of any Claim, loss, liability or expense arising directly or indirectly out of:

1 Bodily Injury and Property Damage
   a. any bodily, mental or emotional injury, sickness, disease or death; or
   b. any loss of or damage to property, other than covered under Cover clause 2 of this Section of the Policy (Loss of Documents); to or of any third party unless such Claim, loss, liability or expense arises from any negligent advice, design or specification on the part of the Insured or a Person Employed.

2 Breach of Contract of Employment
   any Claim arising directly or indirectly from any obligation owed by the Insured as employer (including any claims for discrimination, wrongful or unfair dismissal), to an Employee or any person who is or has been or has made an application to be under a contract of service with the Insured.

3 Claims and Circumstances known at Inception
   any Claim or Circumstance:
   a. known to the Insured prior to the inception of this Policy or which in the reasonable opinion of the Insurers ought to have been known; or
   b. notified to the Insurers, or to any other insurers, by the Insured under any other insurance prior to the inception of this Policy.

4 Computer Network and Data Corruption
   a. the corruption, erasure, theft, alteration of; or
   b. the access or lack of access to; or
   c. the interference with; electronically held data of or by the Insured wholly or partly caused by any computer Virus or Similar Mechanism or by any person not currently a Person Employed.

5 Computer Records
   loss, distortion or erasure of Computer Records:
   a. 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
   b. resulting from wear, tear, vermin or gradual deterioration; or
   c. caused by climatic or atmospheric conditions or extremes of temperature; or
   d. due to the presence of magnetic flux or due to loss of magnetism.

6 Controlling Interest/Associated Entity
   any Claim 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; unless such Claim emanates from an independent third party.

7 Employers’ Liability
   bodily injury, sickness, disease or death sustained by any person arising out of and in the course of their employment by the Insured in any capacity.

8 Geographical and Jurisdiction Limits
   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.

9 Insolvency
   the insolvency, bankruptcy or liquidation of the Insured.

10 Asbestos and Toxic Mould
   or in any manner related to, asbestos and Fungal Pathogens.

   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.

11 Punitive or Exemplary Damages
   any fine, penalty, multiple, exemplary or punitive damages.

12 Retroactive Date
   any act, error or omission committed or alleged to have been committed prior to the Section 16 Retroactive Date (if any) specified in the Schedule.

13 Supply of Goods
   the manufacture, construction, alteration, repair, servicing or treating of any goods or product sold, supplied or distributed by the Insured even though the same might be carried on by the Insured in conjunction with their Business.

14 Warranty or Guarantee
   the giving by the Insured of any warranty, indemnity or guarantee or financial obligation assumed by the Insured under contract unless such liability would not be attached to the Insured notwithstanding such express agreement.

15 Medical Treatment
   the provision of any Medical Treatment.

16 Nuclear Risks and War/Terrorist Risks
   or caused by or contributed to by:
   a. ionising radiations or contamination by radioactivity from any nuclear fuel, waste or substance, or
   b. the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof
   c. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, or
   d. any act or acts, or threat thereof, of Terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation.

   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.

   In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall continue to be in full force and effect.
17 Other Insurance
   a situation
      a for which the Charity or Social Enterprise is entitled to an
         indemnity under this Policy apart from this Section 16
      b for which the Charity or Social Enterprise is entitled to an
         indemnity under any other Policy except in respect of any
         sum beyond the amount which would have been payable
         under such other Policy had this Policy not been effected.

18 Insured Versus Insured
   any Claim made by one Insured against another Insured.

19 Directors’ and Trustees’ Liability
   any claim, cost or expense arising directly or indirectly from
   any duty owed by an Insured in the capacity of Trustees,
   Directors or Officers of the Charity or Social Enterprise or any
   other business or as trustee of any trust or pension scheme or
   as officer or employee of any pension fund or employee
   benefit scheme whether for the Charity or Social Enterprise’s
   own schemes or trusts or otherwise.

20 Malicious or Reckless Acts
   any claim, cost or expense arising directly or indirectly from
   any malicious or reckless act or omission of any Insured other
   than any dishonest, criminal or fraudulent act, error or
   omission committed by an Employee.

21 Pollution
   any claim, cost or expense arising directly or indirectly from
   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.

Section 16 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 under this Section of the Policy is
   amended to read as follows:
   The limit of the Insurers’ liability under this Section of the
   Policy shall be the sum stated in the Schedule 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. Provided that the liability of the Insurers
   in respect of all Cover clauses of this Section of the Policy,
   including any Extensions, shall not exceed the Limit of
   Indemnity stated in the Schedule.
   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 Insurers’ liability for such costs and expenses 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.
   For the avoidance of doubt it should be noted that the
   indemnity afforded under the terms of this Section of the Policy
   is provided jointly to all parties constituting the Insured and
   for all purposes this Policy shall be considered as a joint Policy
   with one Limit of Indemnity.
   For the purposes of determining the Limit of Indemnity and the
   application of the Excess, all Claims resulting from one and
   the same act, error or omission or a series of acts, errors or
   omissions arising out of the same cause or the acts, errors or
   omissions of one person or persons acting together or in
   which such person or persons is/are concerned or implicated
   shall be deemed to be one Claim.
Part D

Section 17 | Executive Risks: Trustees, Directors or Officers (“Claims Made”)

The Cover
The Insurers will, subject to the provisions of the Policy and of this Section of the Policy, agree:

1. To 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 a Wrongful Act, except for Loss which is recoverable under any other Insuring Clause.
2. To pay on behalf of the Charity or Social Enterprise for Loss sustained as a result of any Claim which is first made 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 Charity or Social Enterprise to the Insured.
3. To pay on behalf of the Charity or Social Enterprise for Loss sustained as a result of any Claim which is first made during the Period of Insurance arising from a Wrongful Act.
4. To pay on behalf of the Insured or the Charity or Social Enterprise for any Investigation Costs where the relevant investigation is first initiated during the Period of Insurance.
5. (Except where insured under Section 1 Property Damage All Risks of this Policy) To indemnify the Charity or Social Enterprise, notwithstanding Exception 1.1 of this Section of the Policy, for 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, discovered and notified to the Insurers during the Period of Insurance. Coverage provided by this Cover clause 5 of this Section of the Policy shall be subject to the sub-limit shown in the Schedule which shall be part of and not in addition to the Limit of Liability.

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 inclusive of Costs, Charges and Expenses.

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 only exception being when the Charity or Social Enterprise is unable to make actual indemnification to the Insured under Cover clause 2 of this Section of the Policy by reason of insolvency. If more than one Claim arises from the same Wrongful Act, then it will be deemed a single Claim. If a Claim is covered in part under more than one Insuring Clause, the higher Excess of the applicable Insuring Clause shall apply.

Settlements
1. No admittance of liability nor settlement of Loss shall be made, nor Costs, Charges and Expenses incurred, without the Insurers’ prior written consent, 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:
   a. if it is ultimately established that the Insurers has no liability under this Policy, all sums advanced shall be refunded;
   b. any advance of Costs, Charges and Expenses shall reduce the Limit of Liability in accordance with the terms of this Policy.
2. It shall be the duty of the Insured and/or the Charity or Social Enterprise, not the duty of the Insurers, to defend any Claim. However the Insurers shall be entitled but not obliged to assume the conduct of the defence or settlement of any Claim notified under this Policy.
3. 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 and/or the Charity or Social Enterprise's refusal to compromise or settle such Claim or legal proceedings.

Section 17 Exclusions
The Insurers shall not be liable to make any payment for Loss in connection with any Claim:

1. a. for bodily injury, sickness, disease or death; however, and for the avoidance of doubt, this Exclusion shall not apply in respect of mental anguish, emotional distress, and/or injury to feelings;
   b. for damage to, destruction of, or loss of use of any tangible property, but this Exclusion shall not apply to Loss sustained as a result of any Claim which is first made during the Period of Insurance arising from a breach or alleged breach of the Data Protection Act 1998 or any amendment or re-enactment thereof;
   c. brought about by or contributed to by or consequent upon:
      i. loss or destruction of, or damage to any property whatsoever or any loss whatsoever resulting or arising therefrom or any consequential loss;
      ii. any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from:
         i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
         ii. the radioactive contamination, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. based upon or arising out of directly or indirectly resulting from or in consequence of, or in any way involving:
   a. any Wrongful Act, circumstance or situation which has been or should have been the subject of notice given to any prior insurance;
   b. any Wrongful Act of any Subsidiary occurring prior to the date such entity became a Subsidiary;
   c. any prior and/or pending litigation (or any fact, circumstance, situation, transaction or event underlying or alleged in such litigation regardless of the legal theory upon which such Claim is predicated) known to the Charity or Social Enterprise and/or the Insured at inception of this Policy (or if earlier, at inception of any prior Policy issued by the Insurers 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;
   d. (except as may be provided by way of Section 7 Fidelity of this Policy or Optional Extension 1 of this Section of the Policy)
      i. any proven dishonest, fraudulent or criminal act or omission of any Insured;
      ii. any Insured gaining any personal profit or advantage to which they were not legally entitled either at law or in equity;
      e. the return by the Insured of remuneration to which they were not legally entitled either at law or in equity;
      f. any act, error or omission which the Insured knew to be a breach of trust or breach of duty or which was committed by the Insured in reckless disregard of whether or not it was in breach of trust or breach of duty, but this Exclusion shall not apply to Loss sustained as a result of any Claim which is first made during the Period of Insurance arising from a breach or alleged breach of the Data Protection Act 1998 or any amendment or re-enactment thereof provided that any Wrongful Act pertaining to any Insured shall not be imputed to any other person for the purposes of determining the applicability of this Exclusion.
3. which is insured under any other existing Policy regardless of whether such Claim is collectable or recoverable. However this Exclusion shall not apply to Loss which exceeds the excess and limit of liability of such other insurance.
4 by the Charity or Social Enterprise or by any Insured 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 Charity or Social Enterprise in the name of the Charity or Social Enterprise without the involvement of any Insured;
   d for Costs, Charges and Expenses in respect of the Claim brought by the Charity or Social Enterprise.

5 based upon or arising directly or indirectly out of:
   a war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
   b any act or acts, or threat thereof, of Terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of any government, or for the purpose of putting the public in fear, by any person or persons acting alone or on behalf of, or in connection with any organisation.

6 based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving or related to:
   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;
   c Fungal Pathogens whether or not there is another cause of Loss which may have contributed concurrently or in any sequence to a Claim;
   d (Except as may be provided by way of Section 16 Professional Indemnity of this Policy or Optional Extension 2 of this Section of the Policy) any Wrongful Act committed or alleged to have been committed by or on behalf of the Charity or Social Enterprise and / or the Insured in the performance of or failure to perform professional or consulting or counselling or advisory or design services for others whether or not a fee is charged or received in respect of such services. For the purposes of Exclusion 6d of this Section of the Policy only, the definition of a Wrongful Act shall mean:
      i any actual or alleged act, error or omission resulting in a civil liability committed or alleged to have been committed by:
         a the Charity or Social Enterprise, directly or vicariously; or
         b any Insured in the discharge of their duties solely for and on behalf of the Charity or Social Enterprise;
      ii any Insured, in the discharge of their duties for and on behalf of another entity where and to the extent that such Insured is discharging such duties at the request or direction of the Charity or Social Enterprise;
      iii any Insured in the discharge of their duties for and on behalf of another entity where and to the extent that such Insured is discharging such duties at the request or direction of the Charity or Social Enterprise;
   e (Except as may be provided by way of Optional Extension 3 of this Section of the Policy) any Employment Practice

7 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.

8 based upon or arising out of any Insured acting in the capacity of trustee or fiduciary or administrator of any employer-sponsored pension or super-annuation scheme or super-annuation programme, including any actual or alleged violation of any responsibilities, obligations or duties imposed by the UK Pensions Act 1995 or any amendments or re-enactments thereof, or any similar legislation applicable in any other jurisdiction.

Section 17 Conditions

1 Adjustment
   a If the Charity or Social Enterprise 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.
   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 subsequent Wrongful Acts;
      ii coverage shall continue for the remainder of the Period of Insurance including the Optional Extension Period if applicable, for Claims arising from Wrongful Acts committed 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 this Section of the Policy.

2 Assignment
   This Policy may not be assigned without the Insurers’ written consent.

3 Assistance and Co-operation
   In the event of the notification of a Claim or of any Wrongful Act which may lead to a Claim, the Insured and the Charity or Social Enterprise agree to provide the Insurers with any information or assistance as may reasonably be requested.

4 Authorisation
   It is agreed that the Charity or Social Enterprise shall act on behalf of the Insured in matters concerning this Policy including cancellation and the giving and receiving of notice.

5 Notification
   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 at the address shown under General Condition 11 Notification, but in no event more than 30 (thirty) days after the expiry date of the Period of Insurance;
   b If during the Period of Insurance, the Charity or Social Enterprise or the Insured become aware of a Wrongful Act 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. Any Claim arising out of such Wrongful Act shall then be deemed to have been made during the Policy Period. Such notice must state why it is believed that a Claim will be made.
6 Optional Extension Period
If the Insurers cancel or refuse to renew this Section of the Policy for any reason other than non-payment of premium or non-compliance with terms and conditions of this Policy, or the Charity or Social Enterprise does not renew this Policy, the Charity or Social Enterprise 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 Wrongful Acts prior to such effective date and/or Investigation Costs for investigations initiated prior to such effective date.
In order to invoke the Optional Extension Period:

a) the Charity or Social Enterprise must give written notice within 30 (thirty) days of the effective date of cancellation or non-renewal;

b) the Charity or Social Enterprise 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. The purchase of the Optional Extension Period does not increase the Limit of Indemnity.

Upon request the Insurers will consider an alternative Optional Extension Period for 36 months or 72 months.

7 Insured Extension Period
It is agreed that this Policy will, subject to the Limit of Indemnity, provide the Insured with a six year extension period from the date at which time the Insured ceases to be an Insured by reason of death, retirement, or voluntary departure or redundancy.
However, cover during the Insured Extension Period shall only apply:

a) in the event that, and to the extent that:
   i) the Optional Extension Period under Condition 6 of this Section of the Policy is not invoked; or
   ii) this Section of the Policy is not renewed or replaced with any other Policy affording similar cover for the benefit of the Insured to whom this Insured Extension Period would otherwise apply;

b) to Claims made in respect of Wrongful Acts committed and/or Investigation Costs incurred prior to the date at which the Insured's death, retirement, or voluntary departure or redundancy.

8 Termination
In the event that:

a) there is a complete change of control of the Charity or Social Enterprise; or

b) the Charity or Social Enterprise is merged or consolidated with another entity so that the Charity or Social Enterprise is not the surviving entity;

then from the date that such event takes place, this Policy does not cover any Wrongful Act occurring subsequently, notwithstanding Conditions 6 and 7 of this Section of the Policy.

9 Abuse and Sexual Abuse
Notwithstanding anything contained to the contrary within Exclusion 1a of this Section of the Policy, the Insurers will pay on behalf of the Insured the Costs Charges and Expenses incurred with the Insurers' prior written consent in connection with any Claim made against the Charity or Social Enterprise and/or the Insured arising from any actual or alleged Abuse but it is specifically understood and agreed that the Insurers will not provide any indemnity under this Condition 9:

a) for any damages or criminal or civil fines or penalties resulting therefrom incurred by the Charity or Social Enterprise;

b) for any damages or criminal or civil fines or penalties resulting therefrom incurred by any Insured provided that any Abuse by one or more Insured shall not be imputed to any other Insured for the purposes of determining the applicability of this Exclusion;

Provided always that:

a) Nothing in this Condition 9 shall be deemed to limit or otherwise impair the cover which would be provided by this Policy in the absence of this Condition 9; and

b) Any amounts paid under this Condition 9 shall reduce, and not be considered as being in addition to, the Limit of Indemnity stated in the Schedule; and

c) The Charity or Social Enterprise shall have arranged, and have in force and effect, Public Liability Insurance, and:

i) such insurance shall be in the name of the Charity or Social Enterprise and include the Insured as defined within this Section of this Policy;

ii) such insurance shall be for a Limit of Liability of not less than £1,000,000 any one occurrence and/or in the aggregate as applicable, and or the Limit of Liability under this Section of this Policy, whichever is the greater; and

iii) such insurance shall include, or be endorsed to include, or the Insurers shall have provided written confirmation of their intent to include, cover for Abuse;

iv) the Insured shall have taken reasonable steps to ensure that they comply with any special requirements or risk management imposed by such Insurers.

Section 17 Extensions (Optional)
The following Optional Extensions shall apply to this Section of the Policy only if stated in the Schedule as ‘Insured’, subject always to the limits, terms, conditions and exclusions of this Section and of the Policy.

Limit of Liability
The liability of the Insurers under this Section including all Extensions shall not exceed the aggregate Limit of Indemnity stated in the Schedule in respect of this Section of the Policy.

1 Optional Extension - Fidelity
(In the event that Section 7 Fidelity of this Policy is stated in the Schedule as being ‘Insured’, this Optional Extension 1 of this Section of the Policy shall be inoperative)

Insurers will indemnify the Charity or Social Enterprise against any loss of Money or of any other property whatsoever:

a) belonging to the Charity or Social Enterprise, or

b) for which the Charity or Social Enterprise is legally liable and which the Charity or Social Enterprise shall, during the Period of Insurance, discover that they have sustained in consequence of any dishonest or fraudulent act of any Insured, or any other person, charity, enterprise, firm or company directly appointed by and acting for and on behalf of the Charity or Social Enterprise committed with the manifest intent:

i) to cause the Charity or Social Enterprise to sustain such loss, and

ii) to obtain financial benefit for such person or entity, or any other person or entity intended by such person to receive such benefit other than salaries, commissions, fees or bonuses earned in the normal course of employment

In respect of this Optional Extension 1 only, the following apply:

Conditions

a) All loss incurred as a direct result of one or more interrelated dishonest or fraudulent acts shall be deemed to be one loss for the purpose of this Section of the Policy.

b) It is a condition of this Section that all Money:
   i) shall not exceed £5,000 on the Premises during Business Hours, any amounts exceeding this figure to be regularly transferred to an approved locked safe;
   ii) whilst in the personal custody of the Insured or an authorised Insured Person in their private dwelling or in transit to or from such dwelling and to or from the Premises shall not exceed £500;
   iii) shall be accounted for by Employee(s) who are independent of the responsibility for handling and receiving such Money within 14 (fourteen) days of receipt;
   iv) in excess of £500 on the Premises outside Business Hours shall be kept in a locked safe.

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c System of Check & Supervision
The Insurers have no liability under this Section unless the following procedures are adhered to on all occasions (or such other procedures as are agreed in writing with the Insurers).

1 References
The Insurers will obtain satisfactory written references direct from the previous employer covering the whole of the preceding 2 (two) years of employment in confirmation of the honesty of all Employee(s) with responsibility for Money and/or accounts who are engaged after the inception of this Insurance. Any gaps in the preceding 2 (two) years of employment must be accounted for. References need not be obtained with respect of Employee(s) who have satisfactorily and continuously served the Insured for at least 2 (two) years in another capacity before being entrusted with the duties referred to above. Where such references are unavailable, and in respect of Employee(s) joining directly from school or Government sponsored youth training schemes, at least one character reference shall be obtained. These references shall be produced in the event of any claim arising hereunder.

2 Cheque Signing and Electronic Bank Transfers
All instruments for the operation of bank accounts issued must be signed or electronically approved by 2 (two) authorised signatories after the amount has been inserted where the amount of such instrument exceeds £5,000 (or such other amount as may be agreed in writing by the Insurers and endorsed hereon).

Notwithstanding this Condition, in the event that the Insured is found to be in breach of the requirements herein, the maximum payable under this Section shall not exceed £5,000 in all during the Period of Insurance (or such other amount as may be agreed in writing by the Insurers and endorsed hereon).

3 General Accounting Checks
a There will be a split in duties so that no one Employee both compiles the payroll and makes wage payments.

b The cast of the payroll will be subject to an independent check to ensure that the total amount drawn is correct.

c All payments of whatever form received by Employee(s) will be remitted and/or banked in full on the day of receipt or on the next banking day.

b Statements of account for all sums due will be issued direct to customers independently of Employee(s) receiving or collecting payment at least at monthly intervals with management action being taken after the account is 3 (three) months overdue.

c Cash book entries will be subject to a monthly physical check independently of the Employee(s) responsible against bank paying-in book counterfoils and vouchers and the balance tested with cash and unpresented cheques.

4 General
Every Employee who handles Money, manages accounts and/or who is involved in the control and monitoring of other goods belonging to the Insured is subject to examination of their working practices, systems and processes at least every 12 (twelve) months and the examination reports are submitted direct to the Trustees, Directors or Officers or to their nominated committee.

Exclusions
This Extension shall not indemnify the Charity or Social Enterprise against any loss:

a for which the Charity or Social Enterprise is entitled to an indemnity under this Policy apart from this Extension

b for which the Charity or Social Enterprise is entitled to indemnity under any other Policy

c resulting wholly or partially from any act or default of any trustee, director, or officer of the Charity or Social Enterprise

No coverage shall be provided hereunder in respect of any costs incurred by the Charity or Social Enterprise in establishing the existence of or amount of loss, unless such costs have been incurred with the prior written consent of the Insurers.

Furthermore the Insurers will not indemnify the Charity or Social Enterprise in respect of any dishonest or fraudulent act committed after discovery of reasonable cause for suspicion.

Claims Provisions
The Charity or Social Enterprise must give notice to the Insurers as soon as practicable during the Period of Insurance of any loss which gives rise or may give rise to a claim under this Extension or of the discovery of reasonable cause for suspicion of fraud or dishonesty on the part of any person covered hereunder.

In the event of a claim or loss under this Extension, the Charity or Social Enterprise shall take all reasonable actions to sue for and obtain reimbursement from such person concerned in the claim or loss or from the estate or legal representatives of such person. Any monies which but for the dishonest or fraudulent act would be due to such person from the Charity or Social Enterprise, or any monies of such person held by the Charity or Social Enterprise, shall be deducted from any amount payable under this Section of the Policy.

2 Optional Extension - Professional Indemnity
(In the event that Section 16 Professional Indemnity of this Policy is stated in the Schedule as being “Insured”, this Optional Extension 2 of this Section of the Policy shall be inoperative)

This Policy will indemnify the Charity or Social Enterprise and / or the Insured for Loss in connection with any Claim made against them during the Period of Insurance arising out of any Wrongful Act 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).

In respect of this Optional Extension 2 only, the following apply:

Definition
Wrongful Act means any actual or alleged act, error or omission resulting in a civil liability committed or alleged to have been committed by:

i the Charity or Social Enterprise, directly or vicariously; or

ii any Insured in the discharge of their duties solely for and on behalf of the Charity or Social Enterprise; or

iii any Insured, in the discharge of their duties for and on behalf of another entity where and to the extent that such Insured is discharging such duties at the request or direction of the Charity or Social Enterprise.

For the avoidance of doubt, “any actual or alleged act error or omission resulting in a civil liability” includes (but is limited to) a civil liability arising out of any:

a breach of confidentiality on the part of the Charity or Social Enterprise and / or the Insured;

b breach of copyright, patent or registered design on the part of the Charity or Social Enterprise and / or the Insured;

c defamation, libel and slander on the part of the Charity or Social Enterprise and/or the Insured.

Exclusion
Notwithstanding the aforementioned, the Insurers shall not be liable to make any payment for Loss in connection with any Claim made against the Insured and/or the Charity or Social Enterprise during the Period of Insurance arising directly or indirectly out of any Wrongful Act in the provision of or failure to provide Medical Treatment services (whether or not a fee is charged or received in respect of such services).

3 Optional Extension - Employment Practices
This Policy will indemnify the Charity or Social Enterprise and/or the Insured for Loss in connection with any Claim made against them during the Period of Insurance arising out of any Employment Wrongful Act.

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Part E

Section 18 | 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 aMEN Underwriting Services in this regard.

Section 18A - 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 Breach

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 breach or violation of Your, or a Service Provider’s, security measures, systems, procedures, controls, or published privacy policy; or
- the interception, misdistribution, or misuse of email or Email Systems; or
- 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 following services are provided:

1 **Crisis Response**
   - Limit of Fees Indemnity - £300 in the aggregate
   - 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**
   - Limit of Fees Indemnity - £5,000 in the aggregate
   - **Notification** - expert advice provided by the CERT to ensure that You comply with notification requirements under **Data Security Law**;
   - **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**;
   - **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**
   - Limit of Fees Indemnity - £25,000 in the aggregate
   - **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**;
   - **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**
   - Limit of Indemnity - £100,000 in the aggregate, costs inclusive
   - **Awards and Damages** – payment to You by Us for:
     - damages and related costs awarded against You following a **Claim** pursuant to a final judgment or other final adjudication or arbitration;
     - compensation awarded against You by a **Regulator** following a **Regulatory Investigation**;
     - awards of costs or settlements for which You are legally liable and are not otherwise insured;
   - **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 You failure to comply with **Data Security Law**;
   - **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:
   - 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:
     - discovery shall mean the knowledge of any of your directors, officers or employees who have any managerial or supervisory functions or responsibility; and
     - notice must be provided to the CERT via the emergency telephone line set out below.
   - 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:
   - fraudulent act, including fraudulent error or omission on the part of any of Your directors or officers; or
   - 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;
   - deliberate, willful or reckless procedures, policies or acts, including deliberate, willful 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 You 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 to 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 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.

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 18B - Property Damage Loss Recovery

Introduction
This Property Damage 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, 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.

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 Your Insurer 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.

Expert Loss Adjuster
means the person or organisation appointed by the Scheme Administrator to handle Your Claim.

Insurance Broker
means Your agent appointed by You to arrange Your Commercial Property and Business Interruption Policy(ies) and this Loss Recovery Insurance Policy.

Insured Event
means an event covered by Your Commercial Property and Business Interruption Policy(ies).

Insured/You
means the Company or Person(s) named as the insured in the Policy schedule.

Insurer
means the insurer or authorised agent of Your Commercial Property and Business Interruption Policy(ies).

Loss Recovery Insurance Policy
means this insurance that pays the fees charged for the services performed by an Expert Loss Adjuster.

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 as set out in the Policy schedule.

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.

Underwriters/We
means Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Ltd (HICL), Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority and Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

War
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. Access to telephone assistance through the allocated claims line following an Insured Event.
2. Personal attendance by the Expert Loss Adjuster as soon as practicable after the Insured Event, to ascertain the extent of the loss or damage and to liaise with the Your Insurer(s) or their representatives in all matters concerning the Insured Event.
3. The Expert Loss Adjuster will prepare itemised schedules of valuations of all damaged or destroyed fixtures, fittings, plant, machinery and stock, for submission to Your Insurers, having regards to the terms and conditions of Your Commercial Property and Business Interruption Policy(ies). You may obtain Your own independent expert valuations or opinions, but these will be at Your own expense.
4. In the event of damage to buildings, arranging as necessary for the examination of the building by engineers, surveyors, architects, builders or decorators and the liaison with them to assess the amount of the Claim. However, any fees charged by such persons are not part of the Loss Recovery Insurance Policy and must be paid by You should the cost of such fees not be recoverable from Your Insurer(s).
5. Working with Your own accountants and auditors, the Expert Loss Adjuster will prepare schedules of increased costs incurred and formulate the total loss of trading profits sustained by You.
6. 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 Your Commercial Property and Business Interruption Policy(ies).
7. Negotiating the best practicable settlement within the limitations of Your Commercial Property and Business Interruption Policy(ies).
8. Expediting Your Claim(s) with a view to reaching the earliest possible settlement with Your Insurers.

Pre-conditions of liability to provide service
It shall be a pre-condition of the Loss Recovery Insurance Policy to provide the services hereunder that:
1. You shall have paid a premium current at the date of the Insured Event giving rise to the Claim.
2. You shall have notified Your Insurance Broker as soon as practicable but in any event within 30 days of the Insured Event giving rise to the Claim.
3. You are covered by a Commercial Property and Business Interruption Policy(ies) of insurance, which is valid and enforceable at the time of the Insured Event.
Conditions of the scheme

1 The cover under this Loss Recovery Insurance Policy applies to all Claims made by You on Your Commercial Property and Business Interruption Policy(ies), for which Your Insurer(s) have accepted liability, but subject to the following exclusions:
   a subsidence, landslip or heave
   b personal property or injury, product, public or employer liability Claims
   c civil proceedings
   d motor, aviation and marine Claims
   e Claims less than £5,000 or the policy excess on Your Commercial Property and Business Interruption Policy(ies), whichever is the greater
   f any uninsured losses on Your Commercial Property and Business Interruption Policy(ies)
   g losses incurred outside of the United Kingdom (Including the Isle of Man and Channel Islands)
   h War or Nuclear Risks Claims

2 Lorega retains the absolute right, without having to give reasons to decline to accept a first premium or renewal, but will return any such premium it does not accept.

3 Lorega may cancel a Loss Recovery Insurance Policy that has previously been accepted if a prosecution or civil suit is instituted against You in respect of the subject matter of a Claim and upon the Scheme Administrator refunding the premium Underwriters shall cease to be under any further obligation to provide the services hereunder before or after the policy is cancelled.

4 You shall notify Lorega as soon as reasonably practicable of any alterations or additions to Your Commercial Property and Business Interruption Policy(ies) and Lorega reserves the right to charge reasonable additional premium consequent upon such alterations or additions.

5 You shall provide annually prior to renewal a declaration of premiums payable to Your Insurer(s) on Your Commercial Property and Business Interruption Policy(ies) that are to be covered by this Loss Recovery Insurance Policy and the up to date sums insured thereon. Lorega reserves the right to charge reasonable additional premium consequent upon such declaration.

Subrogation
Notwithstanding that You may, before an Insured Event, 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 Underwriters. If an assignment is sought, You must sign and deliver all related papers and cooperate with Underwriters.

Cancellation
You have the right to cancel this Loss 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 Loss Recovery Insurance Policy will continue 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 Loss Recovery Insurance Policy please contact Lorega in writing at: 36/38 Leadenhall Street, London, EC3A 1AT or by telephone on: 0207 767 3070.

In the event that You remain dissatisfied and wish to make a complaint, You can do so at any time by referring the matter to: Hiscox Customer Relations, Hiscox, Hiscox House, Sheen Place, Colchester , CO3 3XL or by telephone 01206 773705.

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 Loss 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 Underwriters false information or making a fraudulent Claim under this Loss Recovery Insurance Policy then We will treat this Loss Recovery Insurance Policy as if it had never existed.

Our promise
In return for the premium You have paid, We agree to insure You in accordance with the terms and conditions of this Loss Recovery Insurance Policy.

Claims
In respect of any Claim referred by You directly to the Scheme Administrator the Scheme Administrator acts as agent for the Underwriter and not You.

In the event of a claim, please contact your insurance broker, or aQmen Underwriting Services on 0333 800 9858 or by email at enquiries@aqmenunderwriting.co.uk
General Conditions

The following General Conditions shall apply to all Sections of this Policy unless stated otherwise:

Continuing Obligations:

1 Alteration
If after the inception of the Period of Insurance there is any alteration:
   a by removal; or
   b whereby the risk of Damage, Injury or 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;
   at the option of the Insurer, this Policy shall be voided from the date of such alteration unless such alteration has been accepted by the Insurers in writing.

2 Average (Underinsurance) (applicable to Sections 1, 3, 4 and 5 only)
Unless more specifically stated each Sum Insured shall be subject to Average. Whenever a Sum Insured is declared to be subject to Average, if at the time of any Damage such Sum Insured is less than the total value of such property, then the Insured shall be considered as being their own insurers for the difference and shall bear a rateable share of the loss accordingly. Section 2 has its own Condition of Average which is stated in the wording of that Section.

3 Computer Records (applicable to Sections 1, 3, 4 and 5 only)
It is a condition precedent to liability that the Insured shall maintain a minimum of 2 (two) generations of back-up Computer Records and Software taken at intervals no less frequently than every 48 (forty-eight) hours, one copy as a minimum being held off site.

4 Fire Protections (applicable to Sections 1, 2, 3, 4, 5 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;

5 Interpretation
In this Policy:
   a reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;
   b reference to any statutory or other body shall include the successor to that body;
   c words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
   d if any term, condition, exclusion or Endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
   e the headings are for reference only and shall not be considered when determining the meaning of this Policy.

6 Non-disclosure, Misrepresentation or Misdescription
Before this policy was entered into
If the Insured have breached the Insured’s duty to make a fair presentation of the risk to the Insurer before this policy was entered into, then:
   a where the breach was deliberate or reckless, the Insurer may avoid this Policy and refuse all claims, and keep all premiums paid;
   b where the breach was neither deliberate nor reckless, and but for the breach:
      i the Insurer would not have agreed to provide cover under this policy on any terms, the Insurer may avoid this policy and refuse all claims, but will return any premiums paid;
      ii the Insurer would have agreed to provide cover under this policy but on different terms (other than premium terms), the Insurer may require that this Policy includes such different terms with effect from its commencement, and/or
      iii the Insurer would have agreed to provide cover under this Policy but would have charged a higher premium, the Insurer’s liability for any loss amount payable shall be limited to the proportion that the premium the Insurer charged bears to the higher premium the Insurer would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Before a variation was agreed
If the Insured have breached the Insured’s duty to make a fair presentation of the risk to the Insurer before any variation to this Policy was agreed, then:
   a where the breach was deliberate or reckless, the Insurer may cancel this Policy with effect from the date of the variation, and keep all premiums paid;
   b where the breach was neither deliberate nor reckless, and but for the breach:
      i the Insurer would not have agreed to the variation on any terms, the Insurer may treat this policy as though the variation was never made, but will return any additional premiums paid;
      ii the Insurer would have agreed to the variation but on different terms (other than premium terms), the Insurer may require that the variation includes such different terms with effect from the date it was made, and/or
      iii the Insurer would have agreed to the variation but would have increased the premium, or would have increased it by more than the Insurer did, or would not have reduced it or would have reduced it by less than the Insurer did, the Insurer’s liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This Condition operates in addition to any provisions relating to underinsurance in this policy.
7 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, apparatus 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.

8 Security (applicable to Sections 1, 2, 3, 4, 5 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 force and violent means that the Insurers require that the Premises are protected by an Intruder Alarm System whilst the Premises are unattended:

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 Responsible Person in attendance without the agreement of the Insurers:

i) unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation;

ii) if the Police have withdrawn their response to alarm calls;

c) in the event of notification of any activation of the Intruder Alarm System or interruption of any means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend the Premises as soon as reasonably possible, in order to confirm the security of the Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the Premises unless agreed in writing with the Insurers;

d) the Insured shall advise the Insurers as soon as possible, and in any event not later than 10.00am on the Insurers next working day:

i) that Police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed;

ii) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;

iii) that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order;

and the Insured shall comply with any subsequent requirements stipulated by the Insurers;

e) no alteration or substitution of:

i) any part of the Intruder Alarm System;

ii) the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System;

iii) the means of communication used to transmit signals from the Intruder Alarm System;

iv) the procedures agreed with the Insurers for Police or any other response to any activation of the Intruder Alarm System;

v) the maintenance contract;

shall be made without the written agreement of the Insurers;

f) the Insured shall maintain a secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from the Premises when they are left unattended;

g) the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with the Insurers;

h) the Insured shall appoint at least 2 (two) Keyholders and lodge written details (which must be kept up to date) with the alarm company, and with the Police if they so require.

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 by force and violent means that 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) 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.

9 Unoccupied Building(s) (applicable to Sections 1, 2, 3, 4, 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.
10 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 and Commonwealth Office advises against all travel to; and
2 any country or part of any country that the Foreign and Commonwealth 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.

In the Event of a Claim:

11 Notification of any incident which may give rise to a claim:

Parts A, B, C and E

Action by the Insured in respect of Sections 1 to 8 inclusive and 12 to 16

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 (please see page 82)
   b 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 of this Policy;
      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 (please see page 82); 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 unanswerable 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 14

a In the event of a claim hereunder, the Insured Person shall allow the medical adviser or advisers appointed by the Insurers to examine Insured Person as often as may be deemed necessary by the Insurers.

b The Insured Person must place themselves as early as possible under the care of a qualified medical practitioner.

c In the event of a claim hereunder, the Insured Person shall if requested by the Insurers provide medical reports which the Insurers reasonably require in order to assess a claim and to allow the medical adviser or advisers appointed by the Insurers to examine the Insured Person as often as may be reasonably deemed necessary by the Insurers.
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.

16 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 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.

17 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 Liability to which the claim applies and shall be under no further liability in respect thereof.

18 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.

19 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.

20 Subrogation Waiver (not applicable to Sections 16 & 17)
Notwithstanding General Condition 19, 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).

Specific Obligations:

21 Cancellation
a The Insured may cancel this Policy at any time after the date the Insurers have received the premium by providing 30 days notice in writing to the Insurers.

b The Insurer may, at the Insurer’s discretion, refund to the Insured a proportionate part of the premium paid for the unexpired period provided that there have been no:
- i claim(s) made under the Policy for which the Insurers have made a payment
- ii claim(s) made under the Policy which are still under consideration
- iii 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 Insurers during the current Period of Insurance.

b The Insurers will cancel this Policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by the Insurers to the Insured’s last known address.

c The Insurers 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.

The Insurers will refund a proportionate part of the premium for the unexpired period provided that there have been no:
- i claim(s) made under the Policy for which the Insurers have made a payment
- ii claim(s) made under the Policy which are still under consideration
- iii 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 Insurers during the current Period of Insurance.

22 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.
23 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 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.

24 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 Law of England and Wales.

25 Insurable Interest

The insurable interest in the insurance by this Policy shall not be transferred without the written consent of the Insurers.

26 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.

27 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.

28 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 Insurers(s) or underwriter(s) who for any reason does not satisfy all or any part of their obligations.
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.

However, Exception 1a ii shall only apply in respect of the following Sections, when insured by this Policy:
   a 1 Property Damage All Risks; 2 Business Interruption All Risks; 3 Specified Business Equipment All Risks; 4 Equipment Breakdown; 6 Money and Personal Accident Assault; 8 Goods In Transit; 12 Loss of Licence / Registration.

Exceptions 1ai, 1a(ii, 1b and 1c do not apply to the following Sections, when insured by this Policy:
   1a Terrorism; 4b Employers’ Liability; 7 Executive Risks.

Exception 1b does not apply to the following Sections, when insured by this Policy:
   1a Terrorism; 4 Employers’ Liability; 11 Products Liability; 14 Group Personal Accident

Exceptions 1a and 1c do not apply to Section 14 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;
   b ii the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
   ii b the use of any weapon or device;
   i dispersing radioactive material and/or ionising radiation;
   or
   ii using atomic or nuclear fission and/or fusion or other like reaction;
   c the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at the Premises (other than nuclear fuel or nuclear waste) used in the course of the Business for the purposes for which they were intended.

However, In relation to Section 9 Employers’ Liability, exceptions 2ai and 2a(ii only apply when the Insured, under a contract or agreement, have undertaken to:
   a indemnify another party and/or
   b assume the liability of another party.

Exceptions 2ai, 2a(ii and 2b do not apply to the following Sections, when insured by this Policy:
   4 Terrorism; 17 Executive Risks.

3 a money; negotiable instruments and specie;
   b securities and bonds;
   c jewellery;
   d precious stones;
   e precious metals;
   f bullion;
   g furs;
   h curios and antiques;
   i rare books;
   j works of art;
   k goods held in trust or on commission;
   l documents;
   m manuscripts;
   n business books;
   o computer systems records;
   p explosives and hazardous substances;
   q property in transit;

unless specifically mentioned. However, the above exceptions 3 a to q do not apply to the following Sections, when insured by this Policy:
   4 Terrorism; 9 Employers’ Liability; 10 Public Liability; 11 Products Liability; 15 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, Programme(s), 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 nuclear fuel or from nuclear waste from the combustion of nuclear fuel or from nuclear waste from the combustion of nuclear fuel whether the above exceptions apply to all Sections unless otherwise stated and in addition to the Exclusions stated herein.

The Insurer will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential nuclear fuel or from nuclear waste from the combustion of nuclear fuel whether the above exceptions apply to all Sections unless otherwise stated and in addition to the Exclusions stated herein.

5 Sanction Limitation and Exclusion

The Insurer shall not provide cover or 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.
General Definitions

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

In accordance with General Condition 5, 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. acts of a sexual nature including sexual molestation, gratification, coercion, harassment, or pressure of any kind.

Accident
(Section 5)
means direct physical loss arising from an insured event as described under Section 5 Equipment Breakdown.

(Section 14)
means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and location during the Period of Insurance.

Act of Terrorism
(Section 4)
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 in respect of legal liability incurred by 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) against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim for which indemnity is sought had been made against 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;
each of whom 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).

Ancillary Equipment
means equipment 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.

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

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.

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.

Any One Claim
means all claims or legal proceedings arising from the same originating cause or series of events or occurrences attributable to one originating cause.

Any One Occurrence Limit
(Section 14)
The maximum amount the Insurers will pay in the aggregate under Section 14 combined of this and any other Personal Accident Insurance issued by the Insurers 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.

Appointed Representative
(Section 15)
means a solicitor, barrister or other appropriately qualified person appointed to act in the name of and 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 Insurers.

Bodily Injury means identifiable physical injury which is caused by an Accident, and solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary by, such Bodily Injury, results in the death or disablement of the Insured Person as provided for under this Insurance within 24 (twenty-four) calendar months of the date of such Accident.

Bodily Injury shall also include exposure resulting, from a mishap to a conveyance in which the Insured Person is travelling; the date of such mishap shall be deemed to be the date of the Accident causing such Bodily Injury.

Breach of Duty (Section 16) means:
1. Any actual or alleged act, error or omission resulting in a civil liability committed or alleged to have been committed by the 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.

"Any act or alleged act error or omission resulting in a civil liability" includes (but is not limited to) a civil liability arising out of any:
1. intenotional breach of confidentiality on the part of the Insured or Person Employed;
2. allegation of infringement of copyright, patent or registered design committed in good faith by the Insured or Person Employed;
3. defamation, libel and slander committed without intentional malice by the Insured or Person Employed;
4. dishonest or fraudulent act or omission on the part of any Person Employed. However:
   - no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity;
   - no indemnity shall be provided for dishonest or fraudulent acts committed by any person after discovery by the Insured thereof or reasonable cause for suspicion of fraud or dishonesty on the part of that person;
   - no indemnity shall be provided for dishonest or fraudulent acts committed by any trustee, partner or director of the Insured;
5. the following shall be deducted from any amount payable by the Insured:
   - 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;
   - any monies held by the Insured and belonging to such person;
6. any monies recovered following action as described in Condition 1 b iii.

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;
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 Insurers; 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:
- annexe(s) and Outbuildings;
- tenants' improvements;
- conveyors, trunks, lines, wires, service pipes and similar property on the Premises and extending to the public mains;
- walls, gates and fences;
- car parks, yards, roadways and similar surfaces at the Premises;
- which are the property of the Insured or for which the Insured is legally responsible.

Business means the business of the Insured as stated in the Schedule and Business Activities (Sections 9, 10 and 11) 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.

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 Business Events with up to 1,000 (one thousand) attendees at any one time and including the erection, maintenance and dismantling of Temporary Structures;
3. attending or participating in Business Events;
4. Trips and Excursions;
5. Fundraising.

Provided always that such activity does not involve, at the risk of the Insured, any of the following:
- airborne activity or waterborne activity (other than inland waterborne activity as part of an organised and supervised Trip or Excursion);
- competitive physical activity or contact sport (for the avoidance of doubt this does not include uncompetitive 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 persons under the age of 14 (fourteen) years under the
direct supervision or control of the Insured or any Person
employed;
viii the erection, maintenance or dismantling of marquees,
stages or tiered seating, other than Temporary Structures.

unless such activity:
i is organised, arranged, hosted or supplied by a third party
entity, venue, concessionaire, supplier or sub-contractor
operating under their own trading name and having Public
Liability insurance in full force and effect throughout the
currency of such activity in respect of their liability for Injury
and Damage to Property consequent upon all such activity
and that such insurance has a Limit of Indemnity of £5,000,000
or the limit purchased by the Insured as detailed
in Sections 9 and 10 of the Schedule whichever is the lesser,
for any one occurrence or series of occurrences arising out of
one original cause and in the aggregate where applicable; or
risk assessments are completed prior to the activity taking
place and all reasonable precautions are taken to:
a comply with all statutory and other obligations and
regulations imposed by any authority;
b prevent any occurrence which may give rise to a claim
under this Policy;
c ensure that the insurance arrangements under clause i
above to the extent applicable are in full force and effect;
or:
ii is 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.

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 (including exercise
classes not involving contact sports), card and board games,
auctions and raffles, concerts (provided that such concerts
provide seating to the audience and are limited to ticket
holders only), amateur dramatic and music shows, film shows,
quiz evenings, and treasure hunts (excluding use of motorised
vehicles) including 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;
4 clubs, societies and other organised groups involving any of
the above.

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

C

Care and Treatment
means
1 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;
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;
h depilatory services;
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).

Charity or Social Enterprise
means:
1 a charity registered with the Charity Commission or other
similar registering body within the United Kingdom;
2 a social enterprise based on a not-for-profit business model,
or fundamentally focused on work within a social sector, and
recognised as such by the Inland Revenue through Tax
Exempt status;
3 a community or voluntary group, association, society, union or
club, including any Subsidiary of such entity, based on a not-
for-profit business model or fundamentally focused on work
within a social sector,
and any other entity, accepted by the Insurers as the Insured.

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 against them and is subject to the indemnity provided
under this Policy.

Claim (Sections 16 and 17)
means
1 any judicial or administrative proceeding initiated against the
Insured and/or the Charity or Social Enterprise for damages or
other relief;
2 any investigation which may give rise to Investigation Costs.

Collapse (Section 5)
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, Peripheral Equipment and Ancillary Equipment
including any equipment, which having more than one function,
can be used as Computer Equipment.

Computer Record
means a unit of Electronic Data representing a particular
transaction or inter-related data which describes an event, person
or other entity.

Computer System (Section 4)
means a computer or other equipment or component or system or
item which processes stores transmits or receives 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 used by the Insured at the Premises for the purpose of the Business.

Contents
means machinery, plant, equipment, Computer Equipment, 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. Excluding:
1. Buildings;
2. Stock in Trade;
3. Money;
4. motor vehicles and their accessories;

Conveyance Accumulation Limit (Section 14)
The maximum amount the Insurers will pay in the aggregate under Section 14 combined of this and any other Personal Accident Insurance issued by the Insurers 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.

Corruption
means the loss, distortion, corruption or erasure of any software Programme(s) or data forming part of the Data Media.

Costs and Expenses (Section 15)
1. All reasonable and necessary costs chargeable by the Appointed Representative and agreed by us in accordance with the DAS Standard Terms of Appointment.
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 (Section 17)
means any costs, fees and expenses incurred by or on behalf of any Insured, with the prior written consent of the Insurers:
1. in defence of a Claim; or
2. as Investigation Costs: excluding salaries, wages and other expenses of the Insured or Employees.

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.

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 but this shall exclude any equipment detailed on the Excluded Covered Equipment list.

Covered Loss (Section 4)
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.

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

D

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

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

DAS Standard Terms of Appointment (Section 15)
means the terms and conditions (including the amount Insurers will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

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

Date of occurrence
Means for insured incident Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies you of its intention to carry out an enquiry. For VAT or Employer Compliance Disputes, the date the dispute arises during the period of insurance.

Debris Removal
means costs and expenses necessarily and reasonably incurred by the Insured with the prior consent of the Insurers to:
1. remove debris from;
2. dismantle and/or demolish;
3. shore-up or prop-up;
the portion or portions of the Property Insured following Damage. The Insurers 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, malicious persons other than thieves but 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 You, Your partners, directors or Employees.

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.
Documents
(Section 16) means all forms of Documents of whatsoever nature including computer system records (provided the Insured maintains duplicates of computer system records).
(Section 17) 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).

Electronic Data
means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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;
3. voluntary worker or temporary worker.
(Sections 7, 8 and 17) 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;
4. voluntary worker or temporary worker.

Employer Compliance Dispute (Section 15)
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
(Section 17 Optional Extension 3) means any actual or alleged Employment Practice on the part of any Insured in the discharge of their duties.

Employment Practice
means any breach of any employment contract; wrongful dismissal or termination of employment whether actual or constructive; unfair dismissal; unequal pay; unlawful deduction from wages; discrimination including on grounds of sex, sexual orientation, pregnancy, age, religion, race, or disability; sexual or other harassment in the workplace; victimisation in the workplace; employment related misrepresentations; wrongful deprivation of any career opportunity, employment or promotion and any wrongful discipline or evaluation or failure to adopt adequate employment or workplace policies or procedures.

Estimated Gross Profit
means the amount declared by the Insured to the Insurers as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or proportionate to a multiple thereof where the Maximum Indemnity Period varies from 12 (twelve) months).

Estimated Revenue
means the amount declared by the Insured to the Insurers as representing not less than the Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or proportionate to a multiple thereof where the Maximum Indemnity Period varies from 12 (twelve) months).

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
(Sections 1 to 8) 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. Under Section 1 Property Damage All Risks this shall apply to each loss at each Premises after the application of any Average (Underinsurance) Condition.
(Sections 9, 10 and 11) 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.
(Sections 12, 14, 16 and 17) means the amounts stated in the Schedule that are to be deducted from any Loss and which shall be borne by the Charity or Social Enterprise.
(Section 13) means any voluntary excess under a current private motor car Policy together with any standard printed Policy excess, but this shall not include:
1. any excess imposed as a compulsory excess following an Insurers’ 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.

Explosion
(Section 5) 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.
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;
3 the raising of funds by any other third party acting independently of the Insured organising, arranging or hosting, or attending, or participating in Business Events, Trips and Excursions with the Insured's prior knowledge and written consent provided that:
   a such raising of funds is exclusively for the benefit of the Insured;
   b in respect of any Business Event, Trips and Excursions organised, arranged or hosted by such third party:
      i the Insured has undertaken, or required to be undertaken, and has approved, a satisfactory Risk Assessment; and
      ii the Insured has required such third party to have Public Liability and Products Liability insurance in full force and effect throughout the Business Event, Trip and Excursion in respect of their liability for Injury and Damage to Property and that such insurance has a Limit of Indemnity of £5,000,000 or the limit purchased by the Insured as detailed in Sections 9 and 10 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.

Fungal Pathogens
means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Geographical Limits
means anywhere in the world.
(Section 16)
means worldwide excluding the United States of America and Canada.
(Section 17)
means worldwide excluding the United States of America.

Glass
means:
1 fixed glass and mirrors in or at the Premises;
2 window alarm foil, ornamental glass, lettering and silvering;
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:
1 the sum of the amount of the Turnover less discounts allowed and the amount of the closing stock, finished goods, raw materials and work in progress, shall exceed:
2 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.

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.

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 (including exercise classes not involving contact sports), bingo card and board games, auctions and raffles, concerts (provided that such concerts provide seating to the audience and are limited to ticket holders only), amateur dramatic and music shows, film shows, quiz evenings;
3 clubs, societies and other organised groups involving any of the above;
and not involving:
 a competitive physical activity or contact sport;
 b rides on or using animals;
 c rides on or using mechanical or electrical equipment;
 d the use of gymnastic equipment;
 e the use of inflatable play equipment;
 f the use of guns or other weapons or missiles;
 g the use of pyrotechnics;
 h persons under the age of 14 (fourteen) years under the direct supervision or control of the Hirer;
 i the hire of the Premises by commercial organisations, professional entertainers or political organisations unless undertaking activities for the direct benefit of the Insured or its Service Users.
 j the erection, maintenance or dismantling of marquees, stages or tiered seating, other than Temporary Structures.

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 (Section 4)
means any person other than
1 a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
2 a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
3 a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
   a occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
b located in premises owned by any such person, and the commercially occupied proportion of the property does not exceed 20%
4 an individual insuring property that is of sole commercial use
5 an individual insuring property where the commercially occupied proportion of the property exceeds 20%. Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of the Insured includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an individual in respect of that private residence or private property.

Injury means bodily injury, death, disease (or sickness), illness, nervous shock or mental injury. (Section 15)

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. (Section 10 and Section 11)

means the Insured as stated in the Schedule and any support or fundraising group formally recognised by, associated with and authorised by the Charity or Social Enterprise whilst carrying on the Business provided that such groups (including their activities, income, employees and volunteers) are included within the Proposal to Insurers. (Section 15)

means the Insured as stated in the Schedule and at the Insured's request any Person Employed. (Section 16)

means the Insured named in the Schedule and shall include any:
1 a firm(s) or business(es) or any Subsidiary firm(s) or Subsidiary business(es) for which the Insured is legally liable;
2 any firm(s) or business(es) or any Subsidiary firm(s) or Subsidiary business(es) for which the Insured is legally liable in consequence of their acquisition (whether partial or otherwise) either prior to the inception of this Policy or during the Period of Insurance provided the Insurers have been notified in writing of their existence and has agreed to insure such firm(s) or business(es);
3 any present or former Person Employed of 1 and 2 above including any person appointed to such position during the Period of Insurance and further including their estates, personal representatives or trustees or assignees in bankruptcy. (Section 17)

means any Trustee, Director or Officer.

Insured Goods

means goods (subject to Excluded Property as stated in Section 8, Exclusion 1) 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. 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 £250 in respect of all such items.

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;
4 voluntary worker or temporary worker; or as otherwise stated in the Schedule. (Sections 6 and 14)

means, unless otherwise more specifically stated in the Policy or the Schedule, an Insured Person as defined above provided such person is not under 14 (fourteen) or over 85 (eighty-five) years of age at the commencement of the Period of Insurance.

Insurers

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

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 in attending and being represented at any investigation initiated by a formal, regulatory, administrative, criminal or investigative inquiry into the Insured's business, where the investigating body has the powers to carry out such an inquiry, and where any Persons Employed are required to attend such an inquiry. (Section 17)

means any costs fees and expenses incurred in attending and being represented at any investigation initiated by a formal, regulatory, administrative, criminal or investigative inquiry into the Charity or Social Enterprise's business, where the investigating body has the powers to carry out such an inquiry, and where any Insured is required to attend such an inquiry.

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's consent and without lawful excuse.

L

Legal Costs

means:
1 costs of legal representation at:
   a any coroners 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; which may be the subject of indemnity under Sections 9, 10 and 11 of this Policy;
2 all other legal costs and expenses in relation to any Event which may form the subject of a claim for indemnity under Sections 9, 10 or 11 of this Policy; incurred with the written consent of the Insurers.

Licence

means the Licence issued to the Insured under the provisions of the Licensing Act 2003 or the equivalent legislation in Scotland 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;
4 building, construction or environmental improvement work other than light landscaping, maintenance or decorating.
Limit of Indemnity means the limit of the Insurers’ liability under this Policy which shall be in the amount set out in the Schedule. 
(Section 16) 
means damages, settlement and Costs, Charges and Expenses, excluding:
1. punitive or exemplary damages;
2. criminal or civil fines or penalties;
3. taxes;
4. matters deemed uninsurable under the laws of England and Wales.

Loss (Section 16) 
means damages, settlements entered into with the Insurers’ prior written consent and costs and expenses 
(Section 17) 
means damages, settlements entered into with the Insurers’ prior written consent and Costs, Charges and Expenses including Pollution Defence Costs, excluding:
1. punitive or exemplary damages except where insurable by law;
2. criminal or civil fines or penalties;
3. taxes;
4. matters deemed uninsurable under the laws of England and Wales.

Loss of Interest 
means interest that the Insured:
1. would have earned on Money that would have been received; and/or
2. would not have been incurred; had the Accident not occurred.

Loss of Limb 
means the permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.

Loss of Eye 
means 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 seeing at 3 (three) feet what the Insured Person should see at 60 (sixty) feet)

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

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, Giro cheques, uncrossed postal and money orders, unexpired units in franking machines, unused postage stamps, revenue stamps, National Savings and National Insurance stamps, business travel tickets, luncheon and customer redemption vouchers, trading stamps, holiday-with-pay stamps, bills of exchange, promissory notes, travellers’ cheques, dividend warrants, gift tokens, sales vouchers, land registry stamps or telephone cards; or
2. non-negotiable instruments which must be any crossed instrument being a cheque, money or postal order, traveller’s cheque, Giro draft, banker’s draft, National Savings Certificates, premium bonds, 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 Volunteer Driver occurring in circumstances where insurance or security is required under the provisions of any road traffic legislation or parked away from the Volunteer 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 Volunteer Driver in recognition of no claims under their private motor Policy in the expiring period of insurance.

Nuclear Installation 
(Section 4) 
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 
(Section 4) 
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.

(Section 4)
means all individual losses arising during a continuous period of 72 (seventy two) hours of which the proximate cause is the same Act of Terrorism.

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; or
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.

Optional Extension Period
(Section 17)
means the period described in Condition 6 of Section 17;

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

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

Overnight
means between 1800 hours and 0800 hours.

Period of Insurance
means the period stated in the Schedule.
(Section 17)
means the period shown in the Schedule, plus the Optional Extension Period or the Insured Extension Period if applicable.

Peripheral Equipment
means hardware not contained within the main processing computer such as but not limited to terminals, modems, local area network cabling and infrastructure, separate storage devices and other devices that can be operated under computer control.

Permanent Total Disablement
means
1 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;
2 Loss of Limb and Loss of Eye;
3 Permanent total loss of speech;
4 Permanent total loss of hearing in one or both ears.

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

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

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

Pollution Defence Costs
means any Costs, Charges and Expenses where the Claim giving rise to those Costs, Charges and Expenses involves allegations relating to Pollution or Contamination.

Pollution Defence Costs Limit of Liability
means the limit of the Insurers’ liability in respect of Pollution Defence Costs which shall be in the amount set out in the Schedule.

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

Preferred Law Firm or Tax Consultancy (Section 15)
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(s) as stated in the Schedule or in any Endorsement(s) 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 fundraising for, or promoting or advertising, the Insured 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 Duty means contractual, tortious or fiduciary duties owed to or by the Insured to or by another Charity or Social Enterprise, company, firm or individual in connection with the provision of professional services or advice.

Professional Fees means architects’, surveyors’, consulting engineers’ and legal fees necessarily and reasonably incurred with the Insurers’ 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.

Programme(s) means the set of instructions significant to the computer’s central processor which is composed to enable a user to achieve the desired result with data input by the user.

Property (Section 4) means all property whatsoever, but excluding:
1 any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
   a insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
   b not insured in the name of an Individual
2 any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Property at Business Events means exhibits including the stand, its furnishings and equipment that is the property of the Insured held by the Insured in trust for which the Insured is legally responsible whilst such property is at any Business Event or in transit to or from any exhibition including loading, temporary housing en-route and unloading.

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 or on behalf of the Insured or its agents.

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

R 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 (Section 15) 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 under the provisions of the Care Standards Act 2000 or the equivalent legislation in Scotland and any subsequent legislation governing such registration for the purpose of carrying on the Business at the Premises.

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 accommodation provided in the course of the Business at the Premises.

Responsible Person means the Insured or any other person authorised by the Insured to be responsible for the security of the Premises.

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.
Sanitary Fittings means fixed items of sanitary ware, 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.

Service Users means persons other than Persons Employed who are registered with the Insured or to or for which the Insured delivers services in connection with the Business.

Specified Portable Business Equipment (Section 5) means equipment covered by Section 3 Specified Business Equipment All Risks but limited to laptop computers, personal computers, small micro computers and similar equipment and peripherals which are designed to be carried by hand.

Software means any Programme(s) which is/are characterised as systems and/or application software and which is/are designed to invoke processing and/or facilitate the writing of any Programme(s).

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. (Section 14) means the maximum amount of cover up to which the Insured or an Insured Person can claim.

T

Tax Enquiry (Section 15) 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 Disablment means disablenment which prevents the Insured Person from attending to a substantial part of their usual occupation.

Temporary Total Disablment means disablenment which entirely prevents the Insured Person from engaging in 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 3 (three) metres by 4 (four) metres;
2 flooring laid at ground-level owned, borrowed or hired by the Insured measuring no more than 3 (three) metres by 4 (four) metres;
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;
   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. In respect of Sections 9, 10 and 11 cover is extended to include:
1 member states of the European Union;
2 the Business Activities of any Person Employed ordinarily resident in the territories named above, but temporarily engaged in the Business elsewhere in the world;
3 elsewhere in the world in connection with any Event, arising out of Products;
4 in respect of Section 9 elsewhere in the world for any Persons Employed temporarily outside the Territorial Limits provided that such individuals are Persons Employed by virtue of being under a Contract of Service or apprenticeship with the Insured and such Contract of Service or apprenticeship was entered into in Greater Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Territory (Section 4) means England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).
Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

(Sections 1 and 2)
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 conventional 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.
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 Section 1 or 2, the burden of proving that any such Damage is covered under Section 1 will be upon You

Transit means the period during which the Insured Goods are being:
1 conveyed by or temporarily housed in or upon a Vehicle or trailer owned or operated by the Insured;
2 conveyed by or in the charge of a carrier for the purpose of transportation by the carrier;
3 conveyed by any other means of transit stated in the Schedule;
4 loaded onto or unloaded from the means of conveyance described in 1, 2 or 3 above; anywhere within the Territorial Limits, including sea and air transits therein.

Treasury (Section 4)
means the Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

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

Trustees, Directors or Officers means any person who were, are now or shall be trustees, governors, council or committee members, or directors or officers of the Charity or Social Enterprise and shall include any authorized persons under a contract of employment with, and any volunteers working for, the Charity or Social Enterprise; or in the event of the death, incapacity, insanity, insolvency or bankruptcy of any such persons, the Insurer agrees to indemnify, in respect of liability incurred by them under the terms of this Policy, their estate, heirs, legal personal representatives or assigns, subject to observance and compliance with the terms, conditions and exclusions of this this Policy insofar as they can apply.

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

U Unattended means not under the direct supervision of an authorised person who is either inside or within 2 (two) metres of the vehicle.

Uninsured Working Expenses means uninsured working expenses as stated below (unless otherwise endorsed hereon).
1 100% of purchases (less discounts)
2 100% of carriage, packing or freight
3 100% of bad debts

United Kingdom means England, Scotland, Wales and Northern Ireland.
(Section 14) means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied means closed for Business or not occupied for its usual Business purposes, for any period of more than 30 (thirty) consecutive days.

V VAT Dispute (Section 15) 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 Programme(s), data files or operations, whether involving self-replication or not. Virus or Similar Mechanism includes but is 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.

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**War (Section 14)**
means any activity arising out of or attempt to participate in the use of military force between nations and will include civil war, revolution and invasion.

**We/Us/Our**
means the *Insurer*.

**Wrongful Act**
(Section 17)
means any actual or alleged act or omission by:
1. the *Charity or Social Enterprise*, directly or vicariously; or
2. any *Insured*, in the discharge of their duties solely for and on behalf of the *Charity or Social Enterprise*; or
3. any *Insured*, in the discharge of their duties for and on behalf of another entity where and to the extent that such *Insured* is discharging such duties at the request or direction of the *Charity or Social Enterprise*.

**You/Your/Yours**
means the *Insured*. 
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 https://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 - https://www.aviva.co.uk/legal/privacy-policy.html
In respect of Brit Syndicates Ltd - http://www.britinsurance.com/about/privacy
In respect of ARAG plc - https://www.arag.co.uk/cookie-policy/
In respect of Lorega Ltd - https://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 Services,
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.

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY
Tel: 0800 678 1100; or 020 7741 4100
Website: 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

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 Services, Manor House, 19 Church Street, Leatherhead KT22 8DN.
Cut Red Tape

This is Aviva’s free website offering many tools and resources to help you manage your business effectively. You’ll get access to:

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.
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 brief summary of some of the main Policy requirements. Please refer to the relevant Policy sections and general claims conditions.

<table>
<thead>
<tr>
<th>What type of claim is it?</th>
<th>What should you do?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property Loss or Damage</strong> is covered under Sections 1 and 3. Interruption to your Business following Property Damage is covered under Section 2.</td>
<td>Please have your CaSE Insurance Policy Schedule to hand. Give immediate notice to Aviva Insurance Limited via the dedicated 24 (twenty-four) hour Claims Service: Telephone: 0800 015 1498 If you have cover for Commercial Loss Recovery, contact their emergency help line immediately for assistance if you have a Property Claim.</td>
</tr>
<tr>
<td>Claims made against you for Bodily Injury and Property Damage, which you are liable for causing to others, are covered under Section 10 (or Section 11 if this arises from a product).</td>
<td></td>
</tr>
<tr>
<td>Injury to your Employees for which you may be liable as an employer is covered under Section 9.</td>
<td></td>
</tr>
<tr>
<td>For all other claims where you are covered under the following section: Money, Good In Transit, Loss of Licence and/or Registration Certificate, Voluntary Drivers Excess and No Claims Bonus Protection: Group Personal Accident (where an Employee is injured but you are not necessarily liable as an employer):</td>
<td></td>
</tr>
<tr>
<td><strong>If you have a potential Legal Expenses problem,</strong> and need advice, for example in connection with Contract or Property Disputes, Section 15 Legal Expenses provides you with access to a legal help line. If you are facing an Employment Dispute, Section 15 can also help with this, and if you follow the advice given and still are unsuccessful in resolving or defending the matter, it may also pay for awards made against you.</td>
<td>Aviva 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. Aviva Commercial Legal Protection 0345 300 1899 If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your CaSE Insurance Policy number to hand. If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at <a href="http://www.aviva.co.uk/legalprotection">www.aviva.co.uk/legalprotection</a>.</td>
</tr>
<tr>
<td>If you require the services of the Lorega Cyber Loss Recovery, or Lorega Property Damage Loss Recovery service (Section 18A or Section 18B)</td>
<td>Please see Claims notification on page 58 and page 60</td>
</tr>
<tr>
<td><strong>If you are a Trustee or Director</strong> and find that the organisation (or you personally) are facing a potential claim against you for a wrongful act, this is covered under Section 17. <strong>If a Claim is made against you for Breach of Professional Duty</strong> (for example, as a result of advice you provide to others) this is covered either under Section 16 (Professional Indemnity) or Section 17 Optional Extension 2. <strong>In the event of a potential Employment Dispute</strong> (where you have not had an opportunity to enlist the early help of the legal help line under Section 16 above) this is covered if you have chosen Optional Extension 3 of Section 17 (Employment Practices).</td>
<td>Please refer to your CaSE Insurance Policy Schedule for further details</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Risk Solutions Helpline 0345 366 6666</th>
<th>Counselling Service Helpline 0117 934 0447</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call or visit our website for information and advice on safety, fire, security and other issues that may 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: <a href="http://www.aviva.co.uk/yourbusiness/risk-management">www.aviva.co.uk/yourbusiness/risk-management</a></td>
<td>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.</td>
</tr>
<tr>
<td>Legal and Tax Helpline 0345 300 1899</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>
</tr>
</tbody>
</table>

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 Email: claims@aqmenunderwriting.co.uk