policy document

CHARITY AND COMMUNITY INSURANCE

Ecclesiastical

FOR THE VOLUNTARY, COMMUNITY
AND CHARITABLE SECTOR

Version 2

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Introduction

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

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

How we will use your data

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

Fraud prevention

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

Claims enquiries

For claims other than legal expenses claims call:

0345 603 8381

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

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

For legal expenses claims call:

DAS Legal Expenses Insurance Company Limited

0345 268 9124

For all claims

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

Helplines

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

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

Emergency glass replacement 0345 6000148

If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.

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

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

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

To help them check and improve their services all calls (except those relating to counselling) are recorded.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Business assistance 0345 268 9124

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

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

Eurolaw commercial legal advice 0345 268 9124

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

Tax advice (commercial) 0345 268 9124

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

Counselling 0345 266 9667

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

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

Information services

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

Employment manual

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

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

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

Email DAS at **employmentmanual@das.co.uk** with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

DAS businesslaw

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

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

To register your details, access the DAS businesslaw website at **www.dasbusinesslaw.co.uk**

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

General definitions

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

If they are not highlighted the everyday meaning will apply

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

Authorised volunteer(s)
means voluntary workers normally resident in the ***geographical limits*** acting under ***your*** authority whilst engaged in ***your business***

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

Company/we/our/us
means Ecclesiastical Insurance Office plc

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

Damage
means physical loss destruction or damage

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

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

Insured/you/your
means the Insured shown in the schedule

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

Unoccupied
means vacant untenanted or not in use

Insuring clause

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

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

General exclusions

This policy does not cover the following

1 Excess

Any ***excess***

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

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

(a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

(b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

(d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by ***you*** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended

(e) any chemical biological bio-chemical or electromagnetic weapon

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

This exclusion does not apply to

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

(ii) the Personal accident section

4 War risks

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

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

5 Date recognition

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

(a) correctly to recognise any date as its true calendar date

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

(c) to save or correctly process any data on or after any date

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

Definitions specific to this exclusion

Computer

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

Defined peril

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

(a) the Equipment breakdown section

(b) accidental loss destruction or damage

and

(c) causes excluded from these insured events

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

6 Terrorism

Definitions specific to this exclusion

Act of terrorism

In respect of

(a) England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)
means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

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

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

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

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

This exclusion does not apply to the following sections: Liabilities Trustee and management liability Legal expenses Personal accident Professional indemnity and Terrorism

General conditions

1 Policy voidable

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

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

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

(a) void the policy and refund to ***you*** any premium paid if ***we*** would have not entered into this policy on any terms had clear representation description and disclosure been made

(b) proportionately reduce the amount to be paid on any claim if ***we*** would have entered into this policy on the same terms but for a higher premium
The reduction in claim payment will represent the percentage difference between the premium ***you*** have paid and the premium ***we*** would have charged ***you*** had clear representation description and disclosure been made

(c) impose additional terms on this policy if ***we*** would have entered into this policy on such additional terms but at the same premium had clear description and disclosure been made
We may apply these additional terms to ***your*** policy with effect from inception

2 Reasonable care

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

(a) take all reasonable precautions to prevent ***damage*** accident illness and disease

(b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with

(c) maintain the ***premises*** works machinery and plant in sound condition

3 Unoccupied buildings

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

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

4 Alteration of risk

If after the commencement of this insurance

(a) there is any alteration of risk which increases the risk of ***damage*** accident or liability

(b) the ***premises*** are undergoing major structural alterations or major repair (that does not include where workmen are allowed on the ***premises*** to carry out minor repairs alterations or general maintenance not involving external scaffolding)

(c) ***your*** interest ceases except by will or operation of law

(d) an administrator or a liquidator or receiver is appointed or where ***you*** enter into a voluntary arrangement

(e) there is any other material change in use of the ***premises***

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

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

This condition does not apply where buildings become ***unoccupied*** as this is dealt with under the 'Unoccupied buildings' general condition

5 Multiple insurances

(a) All sections except those detailed separately below

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

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

(b) Equipment breakdown Liabilities Legal expenses Money (excluding the assault extension) Professional indemnity and Trustee and management liability insurance sections

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

6 Fraudulent claims

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

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

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

7 Arbitration

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

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

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

8 Cancellation

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

9 Adjustment of premium

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

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

10 Long term agreement

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

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

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

11 Security

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

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

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

12 Sanctions

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

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

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

13 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without ***our*** prior written consent
We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy or any section of this policy

14 Law applicable

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

15 Rights of third parties

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

Claims conditions

Your duties

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

(a) take all practicable steps to recover property lost and otherwise minimise the claim

(b) tell the police as soon as is reasonably possible if the ***damage*** is caused by thieves malicious persons vandals or as a result of riot civil commotion strikes or labour disturbances

(c) tell ***us*** as soon as ***you*** become aware

(d) within 30 days give ***us*** at ***your*** expense any information ***we*** require and continue to provide ***us*** with any information and assistance ***we*** require before or after ***we*** pay ***your*** claim under the policy

(e) not make or allow to be made on ***your*** behalf any admission offer promise payment or indemnity without ***our*** written consent

(f) forward to ***us*** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise ***us*** in writing as soon as ***you*** have any knowledge of any impending prosecution inquest or inquiry in connection with that event

(g) for Legal expenses Professional indemnity Trustee and management liability and Loss of registration/licence claims comply with the additional conditions which are detailed in those sections

Our rights

We may

(a) start take over defend and conduct any legal action in ***your*** name

(b) prosecute in ***your*** name for ***our*** benefit any claim for indemnity or damages

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

(c) enter any building where ***damage*** has occurred and take and keep possession of any property insured by this policy
We will not accept property abandoned to ***us***
This policy shall be proof that ***you*** have authorised ***our*** rights under this condition

(d) at any time pay to ***you*** the limit of indemnity
(i) less any amount already paid or incurred in the case of claims for Employers' liability or Prosecution defence costs or Trustee and management liability
(ii) in the case of Public & products liability claims less any amount already paid or incurred as damages
(iii) less any amount already paid or agreed to pay for settlement damages interest and claimant's costs or costs for which ***you*** are liable in the case of claims for Professional indemnity
or any lesser amount for which at ***our*** discretion any claim or claims can be settled

We will then relinquish control of the claim and have no further liability except for any Public & products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) ***we*** will also pay any legal costs incurred prior to the date of such payment

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

Additional conditions apply to Legal expenses Professional indemnity Trustee and management liability and Loss of registration/licence covers which are detailed in those sections

1 Property damage

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

Definitions

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

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

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

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

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

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

Contents includes the following property only to the extent stated

(1) the cost of materials labour and computer time in reproducing
  (a) documents manuscripts and business books
  (b) patterns models moulds plans and designs
  (c) computer systems records for an amount not exceeding 5% of the contents item sum insured

but not any cost in connection with producing information to be recorded or the value of the information to ***you***

(2) prints paintings drawings pieces of tapestry sculptures or other works of art for an amount not exceeding £5,000 any one item

(3) the ***personal belongings*** of the following whilst contained in the ***premises***
  (a) directors trustees officials partners employees residents and ***authorised volunteers*** for an amount not exceeding £2,500 per person
  (b) visitors for an amount not exceeding £1,000 per person
  (c) other persons as shown in the schedule up to the limit shown for any one person

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

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

Insured event(s)
means any insurable event set out as included in the schedule

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

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

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

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

Cover

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

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

Insurable events

1 Fire lightning and explosion

Fire not caused by
(a) the property's own spontaneous fermentation or heating or its undergoing any process involving the application of heat
(b) earthquake subterranean fire riot or civil commotion

Lightning

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

2 Aircraft

Aircraft and other aerial devices or articles dropped from them

3 Riot

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances excluding ***damage***
(a) resulting from cessation of work
(b) occasioned by confiscation or destruction or requisition by order of the government or any public authority

4 Malicious persons

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

5 Earthquake

6 Subterranean fire

7 Storm

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

8 Flood

Flood caused by

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

(b) inundation from the sea

but excluding

(i) ***damage*** attributable solely to change in the water table level

(ii) ***damage*** by frost subsidence or landslip

(iii) ***damage*** to fences gates and moveable property in the open except as specifically provided for in the Property in the open extension

9 Escape of water

Escape of water or beverage from any tank apparatus or pipe including ***damage*** to any water tank apparatus or pipe itself caused by freezing of water or beverage

but excluding

(i) ***damage*** to the beverage itself

(ii) ***damage*** by water discharged or leaking from an installation of automatic sprinklers

10 Impact

Impact by any road or rail vehicle or goods falling from them or animal

11 Falling trees

Falling trees branches telegraph poles lamp posts or pylons

12 Falling aerials

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

13 Escape of oil

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

14 Sprinkler leakage

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

15 Accidental damage

Any other accidental ***damage*** excluding

(a) ***damage*** which is specifically included or excluded elsewhere under this section

(b) ***damage*** caused by or consisting of inherent vice latent defect depreciation gradual deterioration wear and tear its own faulty or defective design or materials faulty or defective workmanship but this shall not exclude subsequent ***damage*** which itself results from a cause not otherwise excluded

(c) ***damage*** caused by or consisting of corrosion dust rust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish

(d) ***damage*** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software

(e) ***damage*** to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair

(f) ***damage*** caused by atmospheric and climatic conditions other than storm or flood

(g) ***damage*** consisting of

(i) joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

(ii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

(h) ***damage*** caused by or consisting of
  (i) acts of fraud or dishonesty
  (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
(i) ***damage***
  (i) to a building or structure caused by its own collapse or cracking
  (ii) to moveable property in the open fences and gates by wind rain hail sleet or snow
  (iii) to wind turbines

16 Subsidence

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

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

  at the same ***premises***

Special condition

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

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

17 Theft or attempted theft

Theft or attempted theft

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

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

18 Glass and sanitary fixtures

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

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

but excluding

(i) ***damage*** which is specifically included or excluded elsewhere under this section
(ii) ***damage*** to glass sanitary fixtures or signs already damaged at the commencement of the insurance
(iii) disfiguration or ***damage*** to glass not extending through the entire thickness of the glass
(iv) ***damage*** to glass while not fixed

(v) ***damage*** caused by or traceable to alterations to the ***premises*** or in the glass whereby the risk of ***damage*** is increased
(vi) ***damage*** to bulbs or tubes unless the signs in which they are contained are damaged at the same time

Extensions

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

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

1 Non-invalidation

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

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

2 Reinstatement of sum insured
(not applicable to any limits in the extensions to this section)

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

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

3 Fees

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

4 Removal of debris

Costs and expenses necessarily incurred by ***you*** with ***our*** consent in
(a) removing debris
(b) dismantling and/or demolishing
(c) shoring up or propping
of the portion or portions of the property insured by the said items destroyed or damaged by any ***insured event*** it being understood that the amount payable for such ***damage*** and costs incurred under (a) (b) and (c) shall not exceed in the aggregate the sum insured by each item

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

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

We will not pay for any costs or expenses
(i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
(ii) arising from pollution or contamination of property not insured by this policy

5 Temporary removal

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

6 Spontaneous heating

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

7 European Union and Public Authorities

(including undamaged portions)

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

(1) European Union legislation or

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

(hereinafter referred to as "the Stipulations")

Excluding

(a) the cost incurred in complying with the Stipulations
  (i) in respect of ***damage*** occurring prior to the granting of this extension
  (ii) in respect of ***damage*** excluded or otherwise not insured by this policy
  (iii) under which notice has been served upon ***you*** prior to the happening of the ***damage***
  (iv) for which there is an existing requirement which has to be implemented within a given period

(b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen

(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

Special conditions applicable to this extension

1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the ***damage*** or within such further time as ***we*** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to ***our*** liability under this extension not being increased

2 If ***our*** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then ***our*** liability under this extension (in respect of any such item) shall be reduced in like proportion

3 The total amount recoverable under any item of the policy under this extension shall not exceed
  (a) 15% of its sum insured or
  (b) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which ***we*** would have been liable had the property insured by the item at the ***premises*** where ***damage*** has occurred been wholly destroyed

4 The total amount recoverable under any item of the policy shall not exceed its sum insured

5 All the terms of this policy except insofar as they may be expressly varied shall apply as if they had been incorporated herein

8 Emergency services damage to the grounds

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

9 Capital additions

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

Under the Buildings and Contents items

(a) alterations and additions to the property insured but not in respect of any appreciation in value

(b) newly acquired property so far as it is not otherwise insured anywhere in the ***geographical limits***

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

10 Loss of oil gas or water

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

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

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

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

The most ***we*** will pay under (e) is £10,000 any one claim

11 Sale of the building

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

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

12 Bequeathed property

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

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

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

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

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

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

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

13 Damage to the buildings by theft

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

The insurance extends to include
(a) if ***buildings*** are insured repairs to the ***buildings*** following theft or attempted theft of the fabric of the ***buildings*** excluding external metal up to £5,000 in any one period of insurance

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

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

14 Loss or theft of keys

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

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

Limit
£5,000 any one period of insurance

15 Seasonal stock increase

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

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

16 Raffle prizes and donated goods

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

Limit
£1,500 any one claim

17 Freezer contents

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

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

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

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

18 Property in the open

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

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

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

19 Trace and access

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

Limit
£50,000 any one claim

20 Underground pipes and cables

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

21 Clearing of drains

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

Limit
£50,000 any one claim

22 Extinguisher and alarm resetting expenses

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

23 'All Risks' away from the premises

(applicable to the items specifically stated in the schedule)

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

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

Contents other than ***personal belongings*** £1,000 for any one item

Personal belongings belonging to persons detailed in ***contents***
£500 for any one person
£250 for any one item

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

(a) ***damage*** to the ***item insured*** caused by or consisting of inherent vice latent defect depreciation gradual deterioration wear and tear its own faulty or defective design or materials faulty or defective workmanship mechanical or electrical breakdown failure or breakage but this shall not exclude subsequent ***damage*** which itself results from a cause not otherwise excluded

(b) ***damage*** caused by or consisting of corrosion rust dust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish

(c) ***damage*** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software

(d) ***damage*** to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair

(e) ***damage*** caused by atmospheric and climatic conditions (other than storm or flood)

(f) ***damage*** to a trailer or caravan whilst attached to or being towed by a motor vehicle

(g) ***damage*** by theft or attempted theft from any unattended vehicle unless
  (i) the vehicle is locked at all points of access
  (ii) there are visible signs of forcible and violent entry to the vehicle
  (iii) the property (unless permanently fixed in position) is out of sight in a locked compartment or locked boot within the vehicle

(h) ***damage*** by malicious persons theft storm or flood to moveable property left in the open

24 Minor contract works

Explanatory notes (not forming part of the policy)

1 This extension only applies if the buildings are insured under the section against all of the specified perils as defined below
2 If you have decided not to include the Terrorism section under your policy then the full insurance requirements of the building contract will not be met – to help we can extend your insurance to include Terrorism or you can ask your architect to reduce the requirements of the building contract with the agreement of all parties
3 Please remember that if your policy is not renewed with us then there will be no cover for the building works if they should continue beyond the period of cover

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

Definitions specific to this extension

All risks
means all of the insured events under this section of the policy inclusive of accidental damage

Contractor(s)
shall have the meaning attached to them in the ***insured contract***

Contract works
means the permanent works and the temporary works executed in performance of the ***insured contract***

Insured contract
Any JCT minor standard or intermediate building contract in which the employer is required to take out a joint names policy provided that the value of the contract does not exceed £100,000

Also any similar contract with ***our*** agreement

In the case of separate contracts relating to one project at the ***premises*** the limit of £100,000 referred to above relates to the total value of all the contracts involved

Site materials
means all unfixed materials and goods delivered to placed on or adjacent to the ***contract works*** and intended for incorporation within the ***contract works***

Specified perils
means fire lightning explosion storm tempest flood escape of water from any water tanks apparatus or pipes aircraft and other aerial devices or articles dropped from them riot civil commotion and earthquake

Cover

In respect of repairs alterations and/or extensions to existing building structures this section extends to cover ***your*** insurance obligations as employer for ***specified perils*** or ***all risks*** as required by the ***insured contract***

For the purposes of this extension and for the period of the ***insured contract*** the insurance for
(a) the existing structures and any ***contents*** for which ***you*** are responsible
(b) the ***contract works*** and ***site materials***
is considered to be in the joint names of ***you*** and the ***contractor*** but only in so far as this is required under the terms of the ***insured contract***

Amount payable

We will indemnify ***you*** (by payment or at ***our*** option by repair reinstatement or replacement) subject to ***our*** liability inclusive of all professional fees and VAT where applicable not exceeding
(a) for existing structures and contents for which ***you*** are responsible the sums insured by the relevant building and contents items at the time of the ***damage***
(b) £100,000 in respect of the ***contract works*** and ***site materials***

Notwithstanding anything contained within the Alteration of risk General condition the erection of scaffolding in connection with the cover provided

under this extension is deemed not to constitute an alteration in risk

Off-site storage

Cover extends to include materials or goods designated to be included in the ***contract works*** whilst temporarily held in store away from the contract site but not while they are being worked upon

Limit
£7,500 any one storage site

Exclusions applicable to this extension

We shall not be liable for ***damage*** to

(a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
(b) any craft designed to travel in on or through water air or space
(c) any mechanical plant and equipment
(d) any property (including that being altered or repaired) which already existed at the time of the commencement of the ***insured contract*** other than ***site materials***
(e) the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the ***Insured*** or which has been completed and handed over to or taken into use with the permission of the ***Insured*** for a purpose other than for the performance of the ***insured contract***
(f) penalties under the ***insured contract*** for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension

25 Loss avoidance measures

The reasonable costs incurred by ***you*** in taking reasonable but exceptional measures to prevent or mitigate impending ***damage*** to the ***item(s) insured*** by an ***insured event***

Provided that

(a) if ***damage*** had occurred it would have resulted in a claim that would have been accepted by ***us*** under this section of the policy
(b) ***we*** are satisfied that ***damage*** has been prevented or mitigated by means of the exceptional measures
(c) the terms conditions and exclusions of this section and the policy apply as if ***damage*** had occurred
(d) the amount ***we*** will pay will be no greater than the cost of ***damage*** which would have otherwise occurred

Limit
£10,000 any one occurrence or series of events arising out of one occurrence

Memoranda

1 Reinstatement of property

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

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

2 Reinstatement basis of settlement (applicable unless stated otherwise in the schedule)

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

For this purpose “reinstatement” means

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

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

Special conditions applicable to this memorandum

1 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the time of commencement of any ***damage our*** liability shall not exceed that proportion of the amount of the ***damage*** which the said sum insured adjusted for index-linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time

2 ***Our*** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed

3 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
(a) unless reinstatement commences and proceeds without unreasonable delay
(b) until the cost of reinstatement shall have been actually incurred
(c) if the property insured at the time of its ***damage*** shall be insured by any other insurance effected by ***you*** or on ***your*** behalf which is not upon the same basis of reinstatement

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

3 *Day One* Basis – non-adjustable

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

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

"Declared value" means ***your*** assessment of the cost of reinstatement of the property insured (as defined in the Reinstatement memorandum) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for
(a) the additional cost of reinstatement to comply with the stipulations defined in the European Union and Public Authorities (including undamaged portions) extension
(b) professional fees
(c) debris removal costs

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

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

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

(1) Each item insured under this memorandum is declared to be separately subject to the following condition of underinsurance namely
If at the time of ***damage*** the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph 1 of the Day One memorandum) at the inception of the period of insurance then ***our*** liability shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement

(4) Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this memorandum had not been incorporated the rights and liabilities of the ***Company*** and the ***Insured*** in respect of the ***damage*** shall be subject to the terms of the policy

including any condition of underinsurance as if this memorandum had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this memorandum

4 Index-linking

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

The annual renewal premium will be amended accordingly

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

5 Underinsurance

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

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

6 Other interests

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

Exclusions

We shall not be liable in respect of

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

Data

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

Failure of a system

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

Microchip(s)

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

System(s)

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

Virus

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

damage to

(a) ***data*** which shall include but shall not be limited to
   (i) ***damage*** to or corruption of ***data*** whether in whole or in part
   (ii) unauthorised appropriation of use of access to or modification of ***data***
   (iii) unauthorised transmission of ***data*** to any third parties
   (iv) ***damage*** arising out of any misinterpretation use or misuse of ***data***
   (v) ***damage*** arising out of any operator error in respect of ***data***

(b) any items insured arising directly or indirectly from
   (i) the transmission or impact of any ***virus***
   (ii) unauthorised access to a ***system***
   (iii) interruption of or interference with electronic means of communication used in the conduct of ***your business*** including but not limited to any diminution in the performance of any website or electronic means of communication
   (iv) ***failure of a system***
   (v) anything described in (a) above

but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent ***damage*** or loss resulting from subsequent ***damage*** which itself results from a cause not otherwise excluded provided that such ***damage*** does not arise by reason of any malicious act or omission

4 ***damage*** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

2 Equipment breakdown

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

Definitions

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

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

Accident(s)

means

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

Additional expenses

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

Breakdown

means

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

Collapse

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

Computer equipment

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

Covered equipment

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

(a) heating systems and hot water heaters
(b) air circulation ventilation air conditioning and non-process refrigeration systems
(c) electrical panels emergency generators and electrical distribution systems
(d) security alarm systems
(e) lifts and escalators

(f) office equipment including telephone systems fax machines copiers and printers
(g) retail equipment bar-code scanners credit and debit card payment systems and cash registers
(h) forklift trucks at the ***premises***
(i) ***computer equipment***

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

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

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

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

Cover

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

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

Maximum liability

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

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

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

Extensions

The insurance by this section is extended to include the following

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

1 Computer equipment

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

Limit
£250,000 any one period of insurance

2 Reinstatement of data

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

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

Special condition – Back-up records

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

Limit
£25,000 any one period of insurance

3 Increased cost of working

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

Limit
£25,000 any one period of insurance

4 Business interruption

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

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

5 Hazardous substances

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

Limit
£10,000 any one period of insurance

6 Expediting expenses

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

Limit
£25,000 any one period of insurance

7 European Union and Public Authorities

(Including undamaged portions)

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

8 Loss avoidance measures

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

Provided that

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

Limit
£5,000 any one period of insurance

9 Damage to own surrounding property

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

Limit
£1,000,000 any one ***accident***

Memoranda

1 Reinstatement of property

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

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

2 Reinstatement basis of settlement in the event of a claim

(Applicable unless stated otherwise in the schedule)

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

For this purpose 'reinstatement' means

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

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

Special condition applicable to this memorandum

1 ***Our*** liability for the repair or restoration of ***covered equipment*** that is the subject of an ***accident*** shall not exceed the amount payable for replacement of the ***covered equipment***
2 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  (a) unless reinstatement commences and proceeds without unreasonable delay
  (b) until the cost of reinstatement shall have been actually incurred

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

Exclusions

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

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

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

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

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

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

damage to

(a) ***data*** (other than as provided for under the Reinstatement of data extension) which shall include but shall not be limited to
  (i) ***damage*** to or corruption of ***data*** whether in whole or in part
  (ii) unauthorised appropriation of use of access to or modification of ***data***
  (iii) unauthorised transmission of ***data*** to any third parties
  (iv) ***damage*** arising out of any misinterpretation use or misuse of ***data***
  (v) ***damage*** arising out of any operator error in respect of ***data***

(b) any items insured arising directly or indirectly from
  (i) the transmission or impact of any ***virus***
  (ii) unauthorised access to a ***system***
  (iii) interruption of or interference with electronic means of communication used in the conduct of ***your business*** including but not limited to any diminution in the performance of any website or electronic means of communication
  (iv) ***failure of a system***
  (v) anything described in (a) above

  but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent ***damage*** or loss resulting from subsequent ***damage*** which itself results from a cause not otherwise excluded provided that such ***damage*** does not arise by reason of any malicious act or omission

(8) ***damage*** cost or expense that is or can be insured elsewhere in this policy

(9) ***damage*** caused by or resulting from the deliberate act of any person carried out with the intention to cause ***damage***

(10) ***damage*** to livestock plants or perishable stock

3 Business interruption

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

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

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

Definitions

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

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

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

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

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

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

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

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

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

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

Insured events
means unless stated otherwise in the schedule those events which are insured by the Property damage section

For the purpose of this section 'explosion' shall include explosion of any boiler or economiser on the ***premises***

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

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

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

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

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

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

Cover

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

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

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

Amount payable

Gross profit Revenue or Rent receivable items

The amount payable is limited to
(a) loss of ***gross profit*** due to a reduction in ***turnover*** or loss of ***revenue*** or loss of ***rent receivable***
(b) additional expenditure
occurring during the ***indemnity period*** and the amount payable as indemnity shall be
(i) for loss of ***gross profit*** the reduction in ***turnover*** being the sum produced by applying the ***rate of gross profit*** to the amount by which the ***turnover*** during the ***indemnity period*** shall as a result of the ***damage*** fall short of the ***standard turnover***
(ii) for loss of ***revenue*** or ***rent receivable*** the amount by which the ***revenue*** or ***rent receivable*** during the ***indemnity period*** shall as a result of the ***damage*** fall short of the ***standard revenue*** or ***standard rent receivable***
(iii) additional expenditure (***gross profit*** is subject to the uninsured standing charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in ***turnover*** or loss of ***revenue*** or ***rent receivable*** which but for that expenditure would have taken place during the ***indemnity period*** in consequence of the ***damage*** but not exceeding
1 the sum produced by applying the ***rate of gross profit*** to the amount of the reduction avoided
or
2 the amount of the reduction in ***revenue*** or ***rent receivable*** avoided
less any sum saved during the ***indemnity period*** for such expenses of the ***business*** payable out of ***gross profit revenue*** or ***rent receivable*** which cease or are reduced as a result of the ***damage***

Provided that the amount payable shall be proportionately reduced if the sum insured by the relevant item is less than the appropriate
(a) sum produced by applying the ***rate of gross profit*** to the ***annual turnover*** or
(b) ***annual revenue*** or
(c) ***annual rent receivable***

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

If the sums insured are declaration-linked the above provision does not apply nor proviso 1 under 'Cover' and ***our*** liability for any estimated ***gross profit*** or ***estimated revenue*** or ***estimated rent receivable*** shall not exceed 133 ⅓% of the estimated figure shown in the schedule

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

Amount payable

Additional cost of working items

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

We shall not pay more than 33 ⅓% of the sum insured during the first quarter of the maximum indemnity period and not more than an equal proportion of the balance of the sum insured payable per month in the remainder of the maximum indemnity period

Alternative trading clause

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

Uninsured standing charges clause

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

Professional accountants' charges

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

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

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

Payments on account

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

Extensions

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

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

1 Prevention of access

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

(a) ***damage*** to neighbouring property by any of the ***insured events***

(b) any action of Government Police or Local Authority due to an emergency which could endanger human life or neighbouring property

Excluding
(i) any loss covered under the Utilities extension
(ii) any period when access to the ***premises*** was not prevented or hindered
(iii) closure or restriction in the use of the ***premises*** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease) food poisoning defective drains or other sanitary arrangements or vermin or pests

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

2 Utilities

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

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

3 Suppliers' extension

Damage by any of the ***insured events*** at the site of the following all within the ***geographical limits***
(a) any ***supplier*** specified in the schedule up to the limit shown against their name
If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of 133 ⅓% of the relevant estimate but not exceeding £100,000 any one incident
(b) any of ***your suppliers*** other than as stated in (a)
Limit £50,000 any one incident
(c) any of ***your*** storage sites
Limit £50,000 any one incident

4 Customers' extension

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

Limit
£15,000 any one incident

5 Failure of supply

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

Excluding any restriction of use of less than 4 hours

Limit
£10,000 any one incident

6 Failure of telecommunication services

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

Excluding any restriction of use of less than 4 hours

Limit
£10,000 any one incident

7 Bomb scare

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

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

Limit
£5,000 for any one incident

8 Reinstatement of data

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

Providing that

(a) ***our*** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment

(b) ***we*** shall not be liable for any losses discovered later than 180 days after the loss occurred

(c) ***we*** shall not be liable for loss or damage to software

(d) ***we*** shall not be liable under this extension for costs more specifically described under Computers – Increased cost of working extension

Special condition – Back-up records

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

Limit
£25,000 any one period of insurance

9 Computers – Increased cost of working

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

Limit
£25,000 any one period of insurance

10 Other venues

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

(a) occurring at any premises not in ***your*** occupation within the ***geographical limits*** where ***you*** are holding or participating in an event or exhibition

(b) to ***your*** property for use in connection with the event or exhibition whilst at ***your premises*** or whilst in transit by road rail or inland waterway

Limit
£10,000 any one incident

11 Book debts

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

(a) ***we*** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances

(b) ***we*** will pay additional expenditure incurred with ***our*** previous consent in tracing and establishing customers' debit balances after the ***damage***

(c) ***we*** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by ***us*** in support of a claim

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

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

Special condition

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

12 Specified disease murder food poisoning defective sanitation vermin

(a) any occurrence of a ***specified disease*** at the ***premises***
(b) any discovery of an organism at the ***premises*** resulting in or likely to result in the occurrence of a ***specified disease***
(c) any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the ***premises***
(d) any accident causing defects in drains or other sanitary arrangements at the ***premises***
(e) any discovery of vermin or pests at the ***premises***

which causes restrictions in the use of the ***premises*** on the order or advice of the competent local authority

(f) murder rape or suicide at the ***premises***

Definition specific to this extension

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

Special conditions applicable to this extension

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

13 Death of Patron

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

Limit
£25,000 any one period of insurance

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

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

Memorandum

Index-linking

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

The annual renewal premium will be amended accordingly

Special conditions

1 Renewal clause
– Declaration-linked basis

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

2 Premium adjustment clause

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

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

(b) Declaration-linked basis
The first and annual premiums are provisional and are based on the ***estimated gross profit*** or ***estimated revenue*** or ***estimated rent receivable***
You shall supply ***us*** within six months of the expiry of each period of insurance a declaration certified by ***your*** auditors of ***your gross profit*** or ***revenue*** or ***rent receivable*** for the financial year most closely corresponding with the period of insurance
If any ***damage*** has occurred resulting in a claim for loss of ***gross profit*** or ***revenue*** or ***rent receivable*** the above-mentioned declaration will be increased by ***us*** for the purpose of premium adjustment by the amount by which the ***gross profit*** or ***revenue*** or ***rent receivable*** was reduced during the financial year solely in consequence of the ***damage***
If the declaration (adjusted as above and proportionately increased where the maximum indemnity period exceeds 12 months) is
(i) less than the ***estimated gross profit*** or ***estimated revenue*** or ***estimated rent receivable*** for the relative period of insurance ***we*** will allow a pro rata return of premium paid on the ***estimated gross profit*** or ***estimated revenue*** or ***estimated rent receivable*** but not exceeding 50% of such premium
(ii) greater than the ***estimated gross profit*** or ***estimated revenue*** or ***estimated rent receivable*** for the relative period of insurance ***you*** shall pay a pro rata addition to the premium paid on the ***estimated gross profit*** or ***estimated revenue*** or ***estimated rent receivable***

4 Liabilities

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

Definitions

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

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

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

Bodily injury
means bodily injury death disease or illness

Business
means that which has been described in the schedule and which is conducted solely from premises in the ***geographical limits*** including
(a) the ownership repair and maintenance of ***your*** property and premises
(b) the provision of catering social sports and welfare facilities for ***employed persons*** and first aid medical and ambulance services
(c) the provision of fire and security services maintained only for the protection of premises owned or occupied by ***you***
(d) private work undertaken by an ***employed person*** with ***your*** prior consent for a director trustee partner or ***employee*** of ***yours***
(e) participation in trade shows or exhibitions within the European Union
(f) fund raising activities undertaken with the full knowledge and authority and under the control of the ***Insured*** anywhere within the ***geographical limits***
but this does not include any work undertaken ***offshore***

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

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

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

Event(s)
means one occurrence or series of occurrences arising from or attributable to one source or original cause

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

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

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

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

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

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

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

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

You/your/yours
means the ***Insured*** named in the schedule

Unless ***we*** specifically state otherwise ***we*** will also indemnify
(a) ***your*** personal representatives in respect of legal liability incurred by ***you***
(b) at ***your*** request
  (i) any ***principal***
  (ii) any director trustee partner or ***employed person*** of ***yours***
in respect of liability for which ***you*** would have been entitled to indemnity had the claim been made against ***you***
(c) any officer or member of ***your*** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
(d) any director trustee partner or ***employee*** of ***yours*** in respect of private work carried out with ***your*** prior consent by an ***employed person*** for such director trustee partner or ***employee***

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

Cover 1 – Employers' liability

This insurance is provided on a 'Costs Inclusive' basis

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

Cover

We will indemnify ***you*** against ***your*** legal liability to pay damages and ***legal costs*** arising out of ***bodily injury*** to an ***employed person*** caused during the period of insurance
(a) within the ***geographical limits***
  or
(b) while temporarily outside these territories
in connection with the ***business***

The total amount ***we*** will pay in respect of
(a) any one ***event*** which is directly or indirectly caused by results from or is in connection with an ***act of terrorism*** shall not exceed £5,000,000
  If ***we*** allege the ***bodily injury*** has resulted from an ***act of terrorism*** the burden of proving the contrary shall be upon ***you***
(b) any other ***event*** shall not exceed the limit of indemnity shown in the schedule
This insurance complies with the provisions of any law enacted in the ***geographical limits*** relating to the compulsory insurance of liability to employees

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

Employers' liability extension

The following is subject to the terms of the policy

Unsatisfied court judgements

Where a judgement for damages has been obtained
(a) by one of ***your employees*** or their personal representatives in respect of ***bodily injury*** caused during any period of insurance and which arises out of and in the course of their employment with ***you***
(b) in any court situated within the ***geographical limits***

(c) against any company or individual operating from premises within the ***geographical limits***
(d) which remains unsatisfied in whole or in part six months after the date of the judgement

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

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

Employers' liability exclusion

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

Cover 2 – Public & products liability

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

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

Cover

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

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

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

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

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

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

(a) any one ***event*** (and all ***events*** happening during any period of insurance caused by ***products***) which is directly or indirectly caused by or results from or is in connection with an ***act of terrorism*** or any action taken in controlling preventing suppressing or in any way relating to an ***act of terrorism*** shall not exceed the Public & products limit of indemnity as stated in the schedule or £5,000,000 whichever is the less

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

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

shall not exceed the limit of indemnity shown in the schedule

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

Public & products liability extensions

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

1 Cross liabilities

If ***you*** consist of more than one party (and in the case of partnerships this shall mean each individual partner) ***we*** will indemnify each party in the terms of

this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one ***event*** not exceeding the limit of indemnity

2 Contingent motor liability

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

We will not provide an indemnity in respect of

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

3 Data Protection Act 1998

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

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

We will not provide any indemnity in respect of

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

4 Defective Premises Act

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

No indemnity will be provided

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

5 Personal liability – residents and resident staff

At ***your*** request ***we*** will indemnify resident staff and ***your*** residents against their legal liability to pay damages and ***legal costs*** arising out of accidental ***injury*** or accidental ***damage*** happening during the period of insurance within the ***geographical limits*** arising solely in a personal capacity

The total amount ***we*** will pay in respect of damages for any one ***event*** is the Public liability & products limit of indemnity as stated in the schedule or £5,000,000 whichever is the less

The cover provided by this extension is extended to apply anywhere in the world for a period not exceeding 60 days in any one period of insurance

No indemnity will be provided by this extension

(i) arising out of the ownership or occupation of land or buildings
(ii) where indemnity is provided by any other insurance

(iii) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
(iv) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

6 Overseas personal liability

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

No indemnity will be provided by this extension
(i) for any liability which attaches solely because of a contract
(ii) arising out of the ownership or occupation of land or buildings
(iii) where indemnity is provided by any other insurance
(iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
(v) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

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

The total amount ***we*** will pay for damages for any one ***event*** is the Public & products liability limit of indemnity as stated in the schedule or £5,000,000 whichever is the less

7 Libel and slander

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

Provided that
(a) a claim is first made against ***you*** during the period of insurance
(b) all claims arising from a single libel or slander will be deemed to have been made during the period in which the first claim was accepted by ***us***
(c) the most ***we*** will pay under this extension including ***legal costs*** is £250,000 in any one period of insurance

No indemnity will be provided by this extension
(i) where indemnity is provided by any other insurance
(ii) in respect of claims which arise out of circumstances notified to previous insurers or known to the ***Insured*** at inception of this extension
(iii) in respect of publications or utterances made at the direction of any party entitled to indemnity by this section with the knowledge of the libellous or slanderous effect thereof
(iv) in respect of any criminal or intentional libel or slander
(v) in respect of any legal actions brought in a court of law outside the ***geographical limits***

8 Additional clean up costs

We will indemnify ***you*** against ***your*** legal liability in respect of the cost of

(a) ***remediation*** which ***you*** are legally required or ordered to conduct by a ***regulatory authority***

(b) reimbursing a ***regulatory authority*** where ***remediation*** has been conducted by or on behalf of the ***regulatory authority***

arising from ***pollution or contamination*** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific point in time and place during the period of insurance and in connection with the ***business***

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

You shall be liable for 10% of the cost of any claim giving rise to indemnity under this extension subject to a minimum contribution of £2,500

The maximum amount payable under this extension shall not exceed £1,000,000 in the aggregate in respect of all incidents occurring during the period of insurance

Exclusion
No indemnity will be provided in respect of the removal or disposal of any waste deposited by or on ***your*** behalf

Definitions specific to this extension

Environmental legislation
means any legislation enacted within the United Kingdom governing the

(i) prevention and control of pollution and contamination

(ii) protection of the environment

Regulatory authority
means any statutory authority regulator or legal body which has authority under ***environmental legislation*** to legally require or order ***remediation*** or to conduct ***remediation*** itself and to recover the costs of doing so from others

Remediation
means the minimum level of works or operations necessarily conducted under the provisions of the ***environmental legislation*** to investigate treat remove dispose of curtail or minimise pollution but this will not include any works or operations

(i) to reinstate reintroduce or restore flora or fauna

(ii) to restore natural habitats or species protected by ***environmental legislation*** or the services that those natural habitats or species perform

(iii) which improve the state or condition of land or water in comparison with its state or condition immediately prior to the incident that caused the ***pollution or contamination***

9 Trustee and management liability

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

(a) ***We*** will indemnify

  (i) the ***trustee*** against all sums which the ***trustee*** becomes legally liable to pay as damages and all other costs and expenses as a result of the ***wrongful act*** which gives rise to a claim made against the ***trustee*** and notified to ***us*** during the period of insurance

  (ii) the ***Insured*** against all sums which the ***Insured*** is required or permitted by law to pay to or on behalf of the ***trustee*** for the ***trustee's*** legal liability for damages and all other costs and expenses as a result of the ***wrongful act*** which gives rise to a claim made against the ***trustee*** and notified to ***us*** during the period of insurance

(b) ***We*** will indemnify the ***Insured*** or ***trustee*** against all sums which the ***Insured*** or ***trustee*** becomes legally liable to pay as damages and all other costs and expenses including reasonable costs incurred for restoration as a result of a document relating to the ***business*** being subject to ***damage*** which is discovered during the period of insurance and notified to ***us*** within 30 days

Personal cover

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

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

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

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

Definitions specific to this extension

Trustee

means anyone who is at any time a
(i) trustee
(ii) director
(iii) officer
(iv) member of the management committee
of the ***Insured***

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

Special condition specific to this extension

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

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

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

Public & products liability exclusions

No indemnity will be provided in respect of

(1) any liability connected with any error or omission in the provision of professional services

(2) any liability arising from ***bodily injury*** to any ***employed person*** caused in connection with the ***business***

(3) any liability arising from ***damage*** to ***property*** which is owned or held in trust by ***you*** or which is in ***your*** custody or control
Exclusion (3) will not apply in respect of
(a) personal effects including vehicles and their contents belonging to residents ***employees*** directors trustees partners or visitors
(b) premises and their contents not owned by leased or rented by ***you*** at which ***you*** are undertaking work in connection with the ***business***
(c) premises including fixtures and fittings hired by or leased rented or borrowed by ***you*** but ***we*** shall not be liable for
(i) the first £250 of any ***damage*** other than caused by fire or explosion
(ii) any liability arising solely under the terms of any contract or agreement
(iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings

(4) any liability arising from ownership possession or use by ***you*** or on ***your*** behalf of
(a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
(i) the use of plant as a tool of trade on site
(ii) the use of plant at ***your*** premises
(iii) the loading or unloading of any vehicle
(iv) the movement of any vehicle not belonging to ***you*** which is interfering with the execution of the ***business***
(b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast

(5) any liability arising directly or indirectly from ***pollution or contamination*** unless the ***pollution or contamination*** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance
For the purposes of this exclusion all ***pollution or contamination*** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

(6) any liability arising from advice design or specification provided whether given for a fee or not

(7) ***damage*** to or the costs of recall removal repair alteration replacement or reinstatement of any ***product*** supplied or contract work executed by ***you*** which is caused by
(a) a defect
(b) its unsuitability for its intended purpose

(8) any liability arising from any contract in respect of ***products*** supplied or contract work executed by ***you*** unless liability would have attached in the absence of that contract

(9) the costs of remedying any defect or alleged defect in premises which ***you*** have disposed of

(10) (a) fines or penalties
(b) liquidated damages
(c) any compensation awarded by a court of criminal jurisdiction
(d) multiplied aggravated exemplary or punitive damages

(11) any liability arising from
(a) the ownership or use by ***you*** or on ***your*** behalf of any premises situated in the United States of America or Canada
(b) ***products*** sold or supplied on ***your*** behalf from any premises situated in the United States of America or Canada
(c) ***products*** exported by ***you*** or on ***your*** behalf to the United States of America or Canada

(12) any liability arising from
(a) ***products*** incorporated in any craft designed to travel through air or space
(b) ***products*** incorporated in any waterborne craft which could affect its safety navigation or propulsion
(c) ***products*** incorporated in mechanically propelled vehicles which could affect their safety
(d) ***products*** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation
and which have been specifically supplied by ***you*** for that purpose

(13) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union

(14) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of ***asbestos***
However this shall not apply where removing handling or disposing of ***asbestos*** does not form part of ***your*** usual business or any contract work undertaken and
(a) ***you*** have complied with any legal obligations to manage ***asbestos*** and
(b) any discovery of ***asbestos*** by ***you*** is unintentional and accidental and
(c) whereupon discovery of ***asbestos*** all work immediately stops and
(d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by ***your*** policies and which do not exclude the work to be carried out

(15) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of ***asbestos***

(16) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause

(17) any liability directly or indirectly caused by resulting from or in connection with an ***act of terrorism*** arising at
(a) ***premises*** of 40 storeys or more
(b) sports stadia exhibitions theatres or music venues where attendance may exceed 1,000 people at any one time

Liability section extensions

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

1 Compensation for court attendance

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

Any of ***your*** directors trustees or partners £500
Any ***employee*** £250

2 Corporate manslaughter defence costs

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

Provided that

(a) ***our*** liability under this extension shall not exceed the Public & products liability limit of indemnity as stated in the schedule or £5,000,000 whichever is the less in any one period of insurance
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

(b) if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section

(c) where ***we*** have already provided an indemnity in respect of any ***legal costs*** incurred in the defence of any criminal proceedings arising out of the same ***event*** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by ***us*** will be taken into account in calculating ***our*** liability under this extension

(d) ***we*** must consent in writing to the appointment of any solicitor or counsel who is to act for and on ***your*** behalf

(e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

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

(ii) in respect of any proceedings which result from ***your*** deliberate act or omission or deliberate act or omission of any trustees managerial employees partners directors of ***yours*** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission

(iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

3 Public relations crisis management

In the event of any incident occurring during the period of insurance which results or could result in adverse publicity ***we*** will pay the reasonable costs necessarily incurred by ***you*** with ***our*** prior consent of employing a marketing and/or public relations firm to help minimise the risk of damage to ***your*** reputation

Provided that
(a) the incident in ***our*** opinion could result in a claim under this section of the policy
(b) ***you*** take all reasonable measures to avoid or mitigate adverse publicity

Limit
The maximum amount ***we*** will pay under this extension is £25,000 any one incident and in any one period of insurance

Prosecution defence costs

We will subject to the limit of indemnity indemnify ***you*** in respect of
(a) ***legal costs*** and expenses incurred with ***our*** written consent
(b) costs awarded against ***you***
in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of
(i) the Health & Safety at Work etc. Act 1974
(ii) Part II of the Consumer Protection Act 1987
(iii) the Food Safety Act 1990
alleged to have been committed during the period of insurance in connection with the ***business***

Exclusions

We will not provide any indemnity
(a) where indemnity is provided by any other insurance
(b) in circumstances where ***injury*** or ***damage*** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section
(c) in respect of fines or penalties of any kind
(d) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
(e) where the proceedings have resulted from any deliberate act or omission by
  (i) ***you*** or any director trustee or partner of ***yours***
  (ii) any ***employee*** of ***yours*** who has specific responsibility for compliance with the above legislation
which could reasonably have been expected to constitute a breach of the above legislation

Limit of indemnity

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

5 Trustee and management liability

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

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

Definitions

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

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

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

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

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

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

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

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

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

Employee
means anyone employed by the ***organisation*** ***related body*** or ***trustee*** under a contract of service or apprenticeship or directly engaged by the ***organisation*** or ***related body*** without payment to carry out at any time
(a) on behalf of the ***trustee*** any duty concerning the ***organisation*** or ***related body*** or
(b) any other managerial or supervisory duty concerning the ***organisation*** or ***related body*** or
(c) any other work wholly or mainly for the charitable purposes of the ***organisation***

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

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

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

Loss

means

(a) damages and costs which are payable to another person as a result of a claim made by that person during the ***period of insurance***

(b) legal costs charges and expenses reasonably incurred in defending or appealing the claim described in (a) above or other legal proceedings initiated during the ***period of insurance***

Organisation

means the charity community interest company or other voluntary not-for-profit organisation which is named or identified in the schedule

Outside trustee

means any ***trustee*** acting in the capacity of a trustee formally appointed on the written authority and request of the ***organisation*** to the board or equivalent position in any voluntary not-for-profit entity other than

(a) the ***organisation***

(b) any entity

(i) having its securities listed or traded on any US exchange or

(ii) possessing any tangible or intangible asset located within the United States of America

Period of insurance

means the period of insurance stated in the schedule

Related body

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

(a) exists wholly or mainly for the purposes of the ***organisation*** or

(b) is a trustee director officer or member of the management committee of the ***organisation*** or any body within (a) above

Trustee

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

(a) a trust corporation or

(b) the receiver administrator administrative receiver liquidator or external auditor of that ***organisation*** or ***related body***

Virus or similar mechanism

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

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

Wrongful act

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

You/your

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

Cover

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

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

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

(a) Trustee liability

We will indemnify the legal liability of the

(i) ***trustee*** for ***loss*** or ***environmental defence costs*** which results from his or her ***wrongful act*** as ***trustee*** when carrying out any duty as ***trustee***

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

(iii) ***trustee*** or ***employee*** for ***investigation costs***

(b) Organisation liability

We will indemnify the legal liability of the

(i) ***organisation*** or ***related body*** for ***loss*** or ***environmental defence costs*** which results from a ***wrongful act*** by a ***trustee*** when carrying out any duty as a ***trustee***

(ii) ***organisation*** or ***related body*** for ***loss*** or ***environmental defence costs*** which results from a ***wrongful act*** by an ***employee*** when acting on behalf of the ***trustee*** when carrying out any duty of the ***trustee***

(iii) ***organisation*** or ***related body*** for ***investigation costs***

(c) Loss of documents

We will indemnify

(i) the legal liability of the ***organisation related body*** or ***trustee*** for ***loss*** which results from ***damage*** to the ***document*** provided that this ***damage***

(a) occurs while that ***document*** is held by or is being sent to or from any of them their agent or the ***employee*** and

(b) is discovered during the ***period of insurance***

(ii) any reasonable cost incurred by that ***organisation related body*** or ***trustee*** in restoring or replacing that ***document***

(d) Payment

(i) If ***you*** are the ***organisation*** or ***related body*** and ***you*** are required by law to indemnify the ***trustee*** or ***employee*** or another person for any legal liability of that ***trustee*** or ***employee*** which ***we*** cover under Cover paragraph (a) (b) or (c) above ***we*** will make on ***your*** behalf the payment as required by law

(ii) If ***you*** are the ***organisation*** or ***related body*** and ***you*** are permitted by law to indemnify the ***trustee*** or ***employee*** for any legal liability of that ***trustee*** or ***employee*** which ***we*** cover under Cover paragraph (a) (b) or (c) above ***we*** will make on ***your*** behalf the payment ***you*** are permitted to make

(iii) If ***you*** are the ***trustee*** or ***employee*** and ***you*** are required by law to indemnify another person for any legal liability ***you*** have which ***we*** cover under Cover paragraph (a) (b) or (c) above ***we*** will make on ***your*** behalf the payment as required by law

(iv) If none of (i) (ii) or (iii) above applies ***we*** will make the appropriate payment direct to the ***Insured*** for what ***we*** cover under Cover paragraph (a) (b) or (c) above

Extensions

1 Extended reporting period

If ***we*** or the ***Insured*** cancels (other than for non-payment of premium) or ***we*** refuse to offer renewal of this section of the policy and ***you*** do not replace the cover by any other similar policy with another insurer then ***you*** shall be entitled to an extension of the expiring period of cover provided by this section of

(i) 30 days or

(ii) 12 months at 50% of the latest annual premium

in respect of claims made after the effective date of such cancellation or refusal to renew

provided that

(a) written notice is given to ***us*** within 15 days of the effective date of cancellation or non-renewal of this section

(b) payment is made to ***us*** within 30 days of the effective date

(c) the claim arises from a ***wrongful act*** prior to the date of cancellation or refusal to renew

The offer by ***us*** of terms conditions or limits of indemnity that differ from those of the expiring period of insurance shall not constitute a refusal to renew

2 Retired trustees

In the event that the ***Insured*** does not renew this section of the policy and only in respect of any ***trustee*** or ***employee*** who retires prior to the date of non-renewal this section of the policy will continue in force for a period of 72 months from the date of non-renewal provided that

(a) cover will only apply to claims arising from any ***wrongful act*** prior to the date of retirement of the ***trustee*** or ***employee***

(b) the period will run concurrently with any Extended reporting period

(c) no indemnity is provided by any other insurance

3 Outside boards

This cover shall extend to any ***wrongful act*** committed in the capacity of ***outside trustee*** but only in excess of the aggregate of any other potentially applicable cover whether or not it actually responds

4 Emergency costs and expenses

In the event ***you*** are unable to contact ***us*** to obtain consent to authorise costs and expenses following a claim ***we*** agree to reimburse ***you*** for emergency costs and expenses incurred up to an aggregate inner limit of 10% of the limit of indemnity

5 Public relations crisis management

In the event of any incident occurring during the ***period of insurance*** which results or could result in adverse publicity ***we*** will pay the reasonable costs necessarily incurred by ***you*** with ***our*** prior consent of employing a marketing and/or public relations firm to help minimise the risk of damage to ***your*** reputation

Provided that

(a) the incident in ***our*** opinion could result in a claim under this section of the policy

(b) ***you*** take all reasonable measures to avoid or mitigate adverse publicity

Limit

The maximum amount ***we*** will pay under this extension is £25,000 any one incident and any one ***period of insurance***

Exclusions

No indemnity will be provided in respect of

(a) any claim resulting from a situation which existed prior to the ***period of insurance*** and which ***you*** the ***organisation related body*** or ***trustee*** knew or should have known might result in any type of claim for indemnity hereunder

(b) any claim where ***you*** are entitled to indemnity from any other source or would be entitled but for this insurance

(c) the ***trustee's*** or ***employee's***

(i) liability to the ***organisation*** or ***related body***

or

(ii) costs in any proceedings in which either that ***trustee*** or ***employee*** is convicted of a criminal offence or such a conviction is upheld on appeal

resulting from the conduct as ***trustee*** of that ***trustee*** or ***employee*** who either knew or must be assumed to have known that such conduct was not in the best interests of the ***organisation*** or did not care whether or not this was so

(d) ***your*** claim arising from something that ***you*** actually did which was intended to provide improper financial gain for anyone or was malicious

This exclusion shall only apply where such acts are established by a final decision of a court or tribunal or any formal admission by ***you***

(e) any fine penalty or exemplary or punitive damages other than exemplary damages awarded in an action for libel or slander

(f) any claim for which legal action is brought outside the European Union Channel Islands or Isle of Man

(g) any actual or alleged legal liability for

(i) ***damage*** to or loss of use of any property (other than the ***document***)

or

(ii) infringement of any intellectual property rights

or

(iii) anyone's death bodily injury mental anguish or emotional distress

or

(iv) breach of any duty owed to anyone in providing any professional service

(h) any actual or alleged legal liability

(i) for seepage pollution or contamination of any kind other than to the extent of the ***environmental defence costs***

or

(ii) arising directly or indirectly from

(a) exposure to or

(b) inhalation of or

(c) fears of the consequence of exposure to or inhalation of or

(d) damage to property or any other loss arising from

asbestos

or

(iii) for the costs of cleaning up or removal of ***asbestos***

(i) any consequence of the failure of the ***computer*** (whoever owned or operated it) to recognise or respond correctly and effectively to any particular date or period of time (continuous or otherwise)

(j) ***your*** claim under Cover paragraph (c) Loss of documents to the extent of the cost of rectifying or repairing or replacing the ***computer*** following its ***damage*** as a direct result of any part of it being

(i) defective or

(ii) the subject of any unauthorised access or use or

(iii) affected by any magnetic field or

(iv) ***virus or similar mechanism*** or

(v) ***denial of service attack***

(k) ***your*** claim arising from ***your*** failure to arrange or maintain insurance for the ***organisation related body*** or ***trustee***

(l) ***your*** claim arising from any

(i) personal guarantee or assurance ***you*** give to anyone (other than ***your*** assurance that ***you*** have authority to do something)

or

(ii) agreement that ***you*** shall pay any penalty or fixed sum of money to anyone

unless ***you*** would still be legally liable even if that guarantee assurance or agreement did not exist

(m) any claim resulting directly or indirectly from ***you*** acting in the capacity as trustee or administrator of any pension or retirement fund or scheme

(n) any claim arising from any ***wrongful act*** subsequent to the effective date of takeover or merger of the ***organisation*** by or with any other entity

(o) any claim under cover paragraph (b) (i) or (ii) arising out of any

(i) actual or alleged breach of any contract or agreement

(ii) trading losses or liabilities or debts incurred by any business managed by or carried out by the charity

(p) any loss damage cost or expense

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

(ii) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any ***act of terrorism***

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

(q) any actual or alleged liability for ***loss*** directly resulting from anything manufactured sold or supplied by the ***organisation related body*** or ***trustee***

(r) any actual or alleged liability for ***loss*** relating to any claim for unfair or wrongful dismissal or any other employment dispute

Limits and excess

(a) If a particular ***wrongful act*** or other event results in more than one claim by ***you*** under this section ***we*** will treat all the claims concerned as if they were a single claim made at the time of the earliest of the corresponding

(i) claims made against ***you*** which result in ***loss*** or

(ii) proceedings which are initiated against ***you*** which result in ***investigation costs*** or ***environmental defence costs*** or

(iii) losses (other than ***loss investigation costs*** or ***environmental defence costs***) which ***you*** discover ***you*** have suffered

(b) Unless (c) below applies ***we*** will deduct from what ***we*** pay ***you*** for each single claim the amount stated in the schedule as being the ***excess*** applicable to the particular Cover under which ***you*** make the claim

However if that single claim involves more than one Cover and more than one ***excess*** applies ***we*** will only deduct the largest ***excess*** from the total ***we*** pay ***you***
You must bear the amount of every ***excess*** which ***we*** deduct

(c) If upon conclusion of all legal proceedings (including all appeal proceedings) relating to ***your*** single claim ***you*** are neither found to have any legal liability to pay any damages to anyone nor convicted of any offence for which ***you*** have been tried ***we*** will not deduct any ***excess*** from what ***we*** pay ***you*** for that single claim

(d) After the deduction of any ***excess*** that applies the most ***we*** will pay ***you*** for the total of all ***your*** claims in the ***period of insurance***
(i) for ***environmental defence costs*** is £250,000
(ii) under Cover paragraph (c) Loss of documents is £50,000
(iii) under this section is the amount stated in the schedule as the Limit of indemnity

Conditions

(a) Notification of claims
It is a condition precedent to ***our*** liability to meet ***your*** claim that ***you***
(i) give ***us*** written notice of every
(a) situation ***you*** become aware of during the ***period of insurance*** which might reasonably result in any claim under this section
(b) loss ***you*** discover or claim made against ***you*** during the ***period of insurance*** for which there may be cover under this section
as soon as possible and always within one month of ***you*** becoming aware of it
If anything ***you*** notify under (i) (a) above does result in a claim under this section that claim will be treated as having resulted from a claim made or legal proceedings initiated against ***you*** within the ***period of insurance***
(ii) send ***us*** immediately and unanswered every letter claim form summons or similar document concerning ***your*** claim which ***you*** receive
(iii) give ***us*** as soon as possible all the information documents and assistance ***we*** need to deal with everything ***you*** notify under (a) above and ***your*** claim
(iv) do not make any admission of liability or any offer promise or payment of indemnity to anyone without ***our*** consent

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

(c) Personal cover
(i) ***We*** will treat
(a) the application for this insurance as a separate application for cover by each of ***you***

(b) each claim made against ***you*** and each loss suffered by ***you*** as personal to ***you***
(c) each claim ***you*** make for indemnity as personal to ***you***
and the right of each of ***you*** to indemnity shall not be affected by the situation or conduct of anyone else

(ii) ***Our*** liability under any and all contracts of insurance evidenced or deemed to be evidenced by this section shall be the liability so specified in this section as applicable to any one such contract and shall not (except as so specified) be varied or deemed varied because of the number or type of individuals or bodies insured by this section or their claims

(iii) If ***your*** legal liability for any ***loss investigation costs*** or ***environmental defence costs*** is by operation of law imputed or transferred to ***your*** lawful spouse or any person deriving similar status in law ***we*** will provide to that person the personal indemnity to which ***you*** would be otherwise entitled under this section in respect of that liability

(iv) If ***you*** die or become insolvent or mentally incapacitated ***we*** will provide to ***your*** estate heirs legal representatives or assigns the personal indemnity to which ***you*** are entitled under this section

(v) If ***your*** lawful spouse or any person deriving similar status in law is entitled to any indemnity under (iii) above and dies or becomes insolvent or mentally incapacitated ***we*** will provide to that person's estate heirs legal representatives or assigns the personal indemnity to which that person is so entitled

(d) Notices

(i) ***You*** must send notices to ***us*** at the address stated in the schedule or any other address ***we*** have given ***you*** for that purpose

(ii) ***We*** will send notices to ***you*** at the latest address ***you*** have given ***us*** or (if ***we*** do not have this address) at the latest address ***we*** have for the ***Insured***

6 Legal expenses

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

Note (not forming part of the policy):

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

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

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

0345 268 9124

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

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

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

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

DAS Head and Registered Office:
DAS Legal Expenses Insurance Company Limited,
DAS House,
Quay Side, Temple Back,
Bristol BS1 6NH.

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

Website: www.das.co.uk

DAS Law Limited Head and Registered Office:
DAS Law Limited,
North Quay,
Temple Back,
Bristol BS1 6FL

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

Website: www.daslaw.co.uk

Definitions

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

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

Aspect enquiry/enquiries
means an examination by HM Revenue & Customs which considers one or more specific aspects of the ***insured's*** self-assessment and/or corporation tax return

Costs and expenses
means

(1) ***Legal* costs**
All reasonable and necessary costs chargeable by the ***representative*** on a standard basis
Also the costs incurred by opponents in civil cases if an ***insured person*** has been ordered to pay them or pays them with the agreement

of ***DAS***

(2) **Accountant's costs**
A reasonable amount in respect of all costs reasonably incurred by the ***representative***

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

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

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

(a) The time the ***insured person*** is off work including the time it takes to travel to and from the hearing
This will be calculated to the nearest half day assuming that a whole day is eight hours

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

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

DAS
means DAS Legal Expenses Insurance Company Limited

Date of occurrence
means

(1) For civil cases (other than under insured event 7 – Tax protection) when the cause of action first accrued

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

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

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

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

(6) For Charity Commission investigations the date the ***insured*** receives notification from the Charity Commission that they are to conduct an investigation

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

Full enquiry/enquiries
means an extensive examination by HM Revenue & Customs which considers all aspects of the ***insured's*** tax affairs excluding those enquiries which are limited to one or more specific aspects of the ***insured's*** self-assessment and/or corporation tax return

Insured event(s)
means the circumstances in which the insurance provided by this section will operate as described in each separate cover

Insured person
means the ***insured*** and the directors trustees partners managers employees and any other individuals declared to ***us*** by the ***insured***

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

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

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

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

Territorial limit
means
For insured events 2 – Legal defence (excluding 2(4)) and insured event 6(b) – Bodily injury

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

For all other insured events
The United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands

Cover

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

(a) the ***date of occurrence*** of the ***insured event*** happens during the ***period of insurance*** and within the ***territorial limit*** and
(b) any legal proceedings will be dealt with by a court or other body which ***DAS*** agree to in the ***territorial limit*** and
(c) in civil claims it is always more likely than not that an ***insured person*** will recover damages or obtain any other legal remedy which ***DAS*** have agreed to or make a successful defence

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

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

If a ***representative*** is used ***we*** will pay the ***costs and expenses*** incurred for this

We will pay compensation awards that ***DAS*** have agreed to

The most ***we*** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the ***limit of indemnity*** in the policy schedule

Insured events

1 Employment disputes compensation awards & service occupancy

(a) Employment disputes

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

(1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee or
(2) in the resolution of any unfair dismissal dispute under the ACAS Arbitration Scheme or
(3) in legal proceedings in respect of any dispute with an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of or relates to a contract of employment with the ***insured*** or
(4) in legal proceedings in respect of any dispute with an employee ex-employee or prospective employee arising from an alleged breach of their statutory rights under employment legislation

Exclusions

(i) Any claim in respect of damages for personal injury or loss of or damage to property
(ii) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005

(b) Compensation awards

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

(i) any basic and compensatory award

and/or

(ii) an order for compensation following a breach of the ***insured's*** statutory duties under employment legislation

Provided that

(1) In cases relating to performance and/or conduct the ***insured*** has throughout the employment dispute either
    (a) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service or

(b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
(c) sought and followed advice from DAS Legal Advice Service

(2) 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 the advice given by DAS Legal Advice Service since the date when the ***insured*** should have known about the employment dispute

(3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the ***insured*** has sought and followed the advice given by DAS Claims Department prior to serving notice of redundancy

(4) The compensation is awarded by a tribunal or through ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by ***DAS***

(5) The total of the compensation awards payable by ***us*** shall not exceed £1,000,000 in any one ***period of insurance***

Exclusions

(i) Any compensation award relating to the following
(a) Trade union activities trade union membership or non-membership
(b) Pregnancy or maternity rights
(c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
(d) Statutory rights in relation to trustees of occupational pension schemes
(e) Statutory rights in relation to Sunday shop and betting work

(ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto

(iii) Any award ordered because the ***insured*** has failed to provide relevant records to employees under the National Minimum Wage laws

(iv) Any compensation award or increase in compensation award ordered by a court or tribunal for failure to comply with a recommendation or order it has made including non-compliance with a reinstatement or re-engagement order

(c) Service occupancy

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

Exclusion

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

2 Legal defence

At the ***Insured's*** request

(1) ***DAS*** will defend the ***insured person's*** legal rights
(a) prior to the issue of legal proceedings when dealing with the
– police
– Health & Safety Executive and/or Local Authority Health & Safety Enforcement Officer
where it is alleged that the ***insured person*** has or may have committed a criminal offence or
(b) following an event which leads to the ***insured person*** being prosecuted in a court of criminal jurisdiction
or
(c) if civil action is taken against the ***insured person*** for compensation under Section 13 of the Data Protection Act 1998
We will also pay any compensation award made against the ***insured person*** under Section 13 of the Data Protection Act 1998

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

(3) ***DAS*** will defend the ***insured person's*** (other than the ***insured***) legal rights if
(a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex sexual orientation race disability age religious belief

or political opinion or
(b) civil action is taken against them as a trustee of a pension fund set up for the benefit of the ***insured's*** employees

(4) ***DAS*** will represent the ***insured person*** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the ***insured's*** business
(5) ***DAS*** will represent the ***insured*** in appealing against the refusal of the Information Commissioner to register the ***insured's*** application for registration
(6) ***We*** will pay the ***attendance expenses*** of an ***insured person*** for jury service

Provided that
(i) in so far as proceedings under the Health & Safety at Work etc. Act 1974 are concerned the ***territorial limit*** shall be any place where the Act applies
(ii) at the time of the ***insured event*** the ***insured*** has registered with the Information Commissioner in respect of insured event 2(1)(c) above

Exclusion
Any claim which leads to the ***insured person*** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership driving or use of a motor vehicle

3 Statutory licence protection

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

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

4 Contract disputes

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

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

Exclusions
(i) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the ***date of occurrence*** is within the first 90 days of the indemnity provided by this section
(ii) Any claim relating to the following
(a) The settlement payable under an insurance policy
(b) A lease licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease licence or tenancy agreement
(c) A loan mortgage pension investment borrowing or any other financial product
(d) A motor vehicle owned by or hired by or leased to the ***insured*** other than agreements relating to the sale of motor vehicles where the ***insured*** is engaged in the business of selling motor vehicles
(iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the ***insured***
(iv) A dispute which arises out of
– the sale or provision of computer hardware software systems or services
– the purchase or hire of computer hardware

software systems or services tailored by a supplier to the ***insured's*** own specification

(v) A dispute arising from a breach or alleged breach of professional duty by an ***insured person***

(vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists

5 Debt recovery

DAS will negotiate for the ***insured's*** legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services

Provided that

(1) the debt exceeds £250

(2) the claim is made within 90 days of the money becoming due and payable

(3) ***DAS*** has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are or will be sufficient assets available to satisfy judgement

Exclusions

(i) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section

(ii) Any claim relating to the following

(a) The settlement payable under an insurance policy

(b) A lease licence or tenancy of land or buildings

(c) A loan mortgage pension investment borrowing or any other financial product

(d) A motor vehicle owned by or hired by or leased to the ***insured*** other than agreements relating to the sale of motor vehicles where the ***insured*** is engaged in the business of selling motor vehicles

(iii) A dispute which arises out of the purchase hire sale or provision of computer hardware software systems or services

(iv) The recovery of money and interest due from another party where the other party intimates that a defence exists

6 Property protection and bodily injury

(a) Property protection

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

(1) any event which causes physical damage to such material property

or

(2) any nuisance or trespass

Exclusions

Any claim relating to the following

(i) A contract entered into by the ***insured***

(ii) Goods in transit or goods lent or hired out

(iii) Goods at premises other than those occupied by the ***insured*** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the ***insured***

(iv) Mining subsidence

(v) Defending the ***insured's*** legal rights other than in defending a counter-claim

(vi) A motor vehicle owned by or used by or hired by or leased to an ***insured person*** other than damage to motor vehicles where the ***insured*** is engaged in the business of selling motor vehicles

(b) Bodily injury

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

Exclusions

Any claim relating to the following

(i) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident

(ii) Defending an ***insured person's*** and their family members' legal rights other than in defending a counter-claim

(iii) A motor vehicle owned by or hired by or leased to or used by an ***insured person*** or their family members

7 Tax protection

(a) Full or aspect or Charity Commission enquiries

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

(b) Tax intervention enquiries

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

(c) Employers' compliance

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

(d) VAT disputes

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

Provided that

(1) For all ***insured events*** the ***insured*** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed

(2) ***We*** will not pay more than £2,000 for ***aspect enquiries*** or ***tax intervention enquiries***

Exclusions

(i) In respect of ***aspect enquiries*** and ***tax intervention enquiries*** the first £200 of ***costs and expenses*** in each and every claim

(ii) Any ***insured event*** arising from a tax avoidance scheme

(iii) Any ***insured event*** caused by the failure of the ***insured*** to register for Value Added Tax

(iv) Any ***insured event*** arising from any investigations or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue and Customs Prosecution Office

(v) Any ***insured event*** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences

Exclusions

1 Any claim reported to ***DAS*** more than 180 days after the date the ***insured person*** should have known about the ***insured event***

2 ***Costs and expenses*** incurred before the written acceptance of a claim by ***DAS***

3 Fines penalties compensation or damages which the ***insured person*** is ordered to pay by a court or other authority other than compensation awards as covered under insured event 1(b) – Compensation awards and insured event 2 – Legal defence

4 Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements

5 Any claim relating to rights under a franchise or agency agreement entered into by the ***insured***

6 Any ***insured event*** deliberately or intentionally caused by an ***insured person***

7 A dispute with ***us*** or ***DAS*** not otherwise dealt with under Condition 7 of this section

8 Any claim relating to a shareholding or partnership share in the ***insured*** unless such shareholding was acquired under a scheme open to all employees of the ***insured*** or a substantial number of them of a certain minimum grade other than the directors trustees or partners of the ***insured***

9 Judicial review

10 Any claim where the ***insured person*** brings legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order

11 Any legal action an ***insured person*** takes which ***DAS*** or the ***representative*** have not agreed to or where the ***insured person*** does anything that hinders ***DAS*** or the ***representative***

12 When either at the commencement of or during the course of a claim notified under this section the ***insured*** is bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator

Conditions

1. An ***insured person*** must
   (a) keep to the terms and conditions of the policy
   (b) give notice to ***us*** as soon as is reasonably possible of any alteration which may materially affect ***our*** assessment of the risk
   (c) take reasonable steps to keep any amount ***we*** have to pay as low as possible
   (d) try to prevent anything happening that may cause a claim
   (e) send everything ***DAS*** ask for in writing
   (f) give ***DAS*** full and truthful details of any claim as soon as possible and give ***DAS*** any information they need

2. (a) ***DAS*** can take over and conduct in the name of an ***insured person*** any claim or legal proceedings at any time
   DAS can negotiate any claim on behalf of an ***insured person***
   (b) ***DAS*** will choose the ***representative*** to represent an ***insured person*** in any proceedings where ***we*** may be liable to pay a compensation award
   In all other cases an ***insured person*** is free to choose a ***representative*** (by sending ***DAS*** the suitably qualified person's name and address) if
   (i) ***DAS*** agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an ***insured person*** in those proceedings or
   (ii) there is a conflict of interest
   (c) Before an ***insured person*** chooses a lawyer or an accountant ***DAS*** can appoint a ***representative***
   (d) A ***representative*** will be appointed by ***DAS*** and represent an ***insured person*** according to ***DAS's*** standard terms of appointment which may include a 'no win no fee' agreement
   The ***representative*** must co-operate fully with ***DAS*** at all times
   (e) ***DAS*** will have direct contact with the ***representative***
   (f) An ***insured person*** must co-operate fully with ***DAS*** and the ***representative*** and must keep ***DAS*** up-to-date with the progress of the claim
   (g) An ***insured person*** must give the ***representative*** any instructions that ***DAS*** require

3. (a) An ***insured person*** must tell ***DAS*** if anyone offers to settle a claim and must not agree to any settlement without ***DAS's*** written consent
   (b) If an ***insured person*** does not accept a reasonable offer to settle a claim ***we*** may refuse to pay any further ***costs and expenses***
   (c) ***We*** may decide to pay the ***insured person*** a reasonable sum of money subject to the maximum sum recoverable at law in settlement of damages that the ***insured person*** is claiming or is being claimed against them instead of starting or continuing legal proceedings

4. (a) If ***DAS*** ask an ***insured person*** must tell the ***representative*** to have ***costs and expenses*** taxed assessed or audited
   (b) An ***insured person*** must take every step to recover ***costs and expenses*** that ***we*** have to pay and must pay ***us*** any ***costs and expenses*** that are recovered

5. If a ***representative*** refuses to continue acting for an ***insured person*** with good reason or if an ***insured person*** dismisses a ***representative*** without good reason the cover ***we*** provide will end at once unless ***DAS*** agree to appoint another ***representative***
6. If an ***insured person*** settles a claim or withdraws their claim without the agreement of ***DAS*** or does not give suitable instructions to a ***representative*** the cover ***we*** provide will end at once and ***we*** will be entitled to re-claim any ***costs and expenses*** paid by ***us***
7. If there is a disagreement about the way ***DAS*** handle a claim that is not resolved through ***our*** complaints procedure ***DAS*** and the ***insured person*** can choose a suitably qualified person to arbitrate
   DAS and the ***insured person*** must both agree to the choice of this person in writing
   Failing this ***DAS*** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person
   All costs of resolving the matter must be paid by the party whose argument is rejected
   If a decision is not clearly made against either party the arbitrator will decide how the costs are shared
8. ***DAS*** may at their discretion require the ***insured*** to obtain an opinion from counsel at the ***insured's*** expense as to the merits of a claim or proceedings
   If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings the cost of obtaining the opinion will be paid for by ***us***
9. All Acts of Parliament within the section wording shall include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be and any subsequent amendment or replacement legislation
10. This section will be governed by English law

7 Money with assault extension

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

Definitions

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

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

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

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

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

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

Loss of eye(s)
means total and irrecoverable loss of sight of an eye or eyes

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

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

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

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

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

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

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

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

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

Cover A – Money

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

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

Extensions

The insurance by this section is extended to include the following

1 Damage to safes

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

2 Damage to clothing and personal effects

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

3 Dishonesty of employee

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

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

4 Fraud and identity theft

We will indemnify ***you*** for

(a) loss resulting from the fraudulent use of any credit or debit card ordinarily used in connection with the ***business***

Excluding
(i) loss due to the use of any card where the terms under which it has been issued have not been fully complied with
(ii) losses covered by a bank or card issuer
(iii) fraudulent use by ***you*** or ***your*** directors trustees or partners

Limit
£1,000 per card any one period of insurance

(b) the reasonable and necessary costs incurred with ***our*** consent in protecting the interests of ***your business*** following the fraudulent use of the identity of the ***business*** or of ***your*** directors trustees partners employees or ***authorised volunteers*** by a third party for the purposes of obtaining credit

Limit
£1,000 any one period of insurance

5 Fund raising events

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

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

6 Overseas visits

We will indemnify ***you*** against ***damage*** to ***money*** occurring outside the ***geographical limits*** and which arises out of a temporary visit overseas by any of ***your*** directors partners trustees employees or ***authorised volunteers*** in connection with the ***business***

Limit
£500 any one occurrence

Exclusions

We shall not be liable in respect of loss

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

Special conditions

Safe keys

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

Cash escort

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

£3,000 to £5,000
2 persons

Over £5,000 but less than £10,000
3 persons

£10,000 or over
a professional security firm

Cover B – Assault extension

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

Scale of benefits

The level of benefits are shown in the schedule

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

1 Death
£2,500

2 ***Loss of limb(s)*** or ***loss of eye(s)***
£2,500

3 ***Permanent total disablement***
£2,500

4 ***Temporary total disablement***
£25 per week

Extension

Hospital benefit and medical expenses

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

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

Exclusions

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

(1) arising from wilful exposure to needless peril (except in an attempt to save human life)

(2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 80 years

Special conditions

1 Benefit shall not be payable in respect of any ***insured person*** for any later accident after an accident giving rise to a claim other than for ***temporary total disablement***

2 Benefit for ***permanent total disablement*** may be payable following benefit for ***temporary total disablement***

3 Other than 2 above one benefit only shall be payable in respect of any one ***insured person*** in connection with the same accident

4 A receipt given by ***you*** or by ***your*** legal personal representatives shall be a valid discharge of ***our*** liability under this section

5 No compensation shall become payable until the total amount shall have been ascertained and agreed except that periodic payments on account of ***temporary total disablement*** may be made by ***us***

8 Fidelity

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

Definitions

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

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

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

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

Employee(s)
means any person normally resident within the ***geographical limits*** who is

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

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

Cover

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

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

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

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

Memorandum

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

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

Special conditions

1. It is a ***condition precedent to liability*** that ***you*** shall operate the following Minimum standard of control
   All ***employees*** and ***authorised volunteers*** with responsibility for money accounts goods computer operation or computer programming shall be instructed as to their duties and responsibilities in respect of the Minimum standard of control and be expected to comply with it

Minimum standard of control

(i) All cheques or other bank instruments exceeding £10,000 shall require two manually applied signatures to be added after the amount has been inserted
   You shall advise ***your*** bankers accordingly
   No cheque or instrument shall be signed until one signatory has examined the supporting documentation
(ii) In respect of ***employees*** not paid by crossed cheque or credit transfer the list of employees and the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct
   At least quarterly and independently of persons responsible the payroll shall be checked to minimise the possibility that fictitious names and enhanced payments have been included
(iii) ***Employees*** and ***authorised volunteers*** receiving cash and cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt or next banking day
(iv) Statement of account for all amounts due will be issued at least monthly and direct to customers independently of ***employees*** or ***authorised volunteers*** receiving or collecting monies
   Action by management shall be taken if an account becomes three months overdue
(v) Independently of the responsible ***employees*** or ***authorised volunteers*** bank statements receipts counterfoils and supporting documents shall be checked at least monthly against the cash book entries and the balance tested with cash and unpresented cheques
(vi) Cash in hand and petty cash shall be checked independently of the responsible ***employees*** or ***authorised volunteers*** at least monthly and additionally without warning every six months
(vii) There will be a physical check on all stock and materials held against verified stock records independent of the responsible ***employees*** or ***authorised volunteers*** at intervals of not more than 12 months except where otherwise stated
(viii) Different ***employees*** or ***authorised volunteers*** acting independently shall be responsible for the ordering of stock and materials the recording of receipt of such and the authorising of payment for them
(ix) Security checks will be built into all computer functions with reconciliations made as necessary
   Responsibilities for authorisation of transaction processing of transactions and handling of output shall be exercised by different ***employees*** or ***authorised volunteers***
(x) ***Your*** accounts including the account of any subsidiary companies shall be examined by external auditors every 12 months
   All recommendations or alternatives acceptable to the auditors shall be implemented without delay

(xi) Every ***employee*** or ***authorised volunteer*** who is responsible for money goods accounts computer operations or programming must take an uninterrupted break of at least two weeks in each calendar year during which
(a) they carry out no duties on ***your*** behalf and
(b) other than electronic mail they have no means of external access to ***your*** computer systems and
(c) they stay away from any of ***your*** premises

(xii) All supplier/creditor accounts received for payment should be carefully and independently (i.e. independently of those employee placing orders or settling such accounts) checked and validated directly with the supplier/creditor before payment authorised
No instructions or requests to change any supplier's/creditor's settlement account details shall be accepted or implemented without
(a) (using contact details that are known) the supplier or creditor in question being contacted independently and directly to confirm the change
(b) written confirmation of change being obtained from a suitably authorised and recognised contact at the supplier/creditor
(c) written confirmation (again independently and directly) from the supplier's/creditor's bank

2 ***You*** shall obtain satisfactory references to confirm the honesty of all ***employees*** and ***authorised volunteers*** who are
(a) responsible for money goods accounts computer operations or computer programming and
(b) engaged after the commencement of this section and
(c) subject to an indemnity of greater than £5,000
Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the ***employee*** or ***authorised volunteer*** is entrusted without supervision
Reference need not be obtained in respect of ***employees*** and ***authorised volunteers*** who have satisfactorily and continuously served ***you*** for at least one year in another capacity before being entrusted with the duties referred to above
In respect of ***employees*** or ***authorised volunteers*** joining directly from school or government sponsored youth training schemes one character reference shall be obtained
The original of each written reference shall be retained by ***you*** and shall be made available for inspection by ***us*** on request

3 Any money of the ***employee*** or ***authorised volunteer*** held by ***you*** and any money which but for the ***employee's*** or ***authorised volunteer's*** dishonesty would have been due to the ***employee*** or ***authorised volunteer*** from ***you*** shall be deducted from the amount otherwise payable under this insurance
The ***Insured*** and the ***Company*** shall share any other recovery (excluding insurance and reinsurance and any counter-security taken by the ***Company***) made by either on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss

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

Exclusion

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

9 Goods in transit

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

Definition

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

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

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

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

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

Cover

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

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

Extensions

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

1 Personal effects

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

2 Debris removal

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

Memoranda

1 Reinstatement of property

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

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

2 Underinsurance

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

Exclusions

We shall not be liable for
1 ***damage*** caused by or arising from packing inadequate to withstand normal handling during transit

2 ***damage*** to
(a) money securities bills of exchange deeds manuscripts documents business books computer systems records patterns models moulds plans and designs
(b) bullion gold and silver articles precious metals stones jewellery and furs
(c) non-ferrous metals tobacco cigarettes cigars wines spirits radios television sets audio video and digital equipment discs cassettes and livestock
(d) explosives and other dangerous goods
unless specifically mentioned as being insured

3 ***damage*** caused by or arising from
(a) inherent vice latent defect gradual deterioration wear and tear its own faulty or defective design or materials faulty or defective workmanship
(b) contamination corrosion rust wet or dry rot mildew shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish
(c) electrical or mechanical derangement unless caused by external means
(d) deterioration depreciation delay in transit loss of market or other consequential loss riot or strikes

4 ***damage*** to ***insured property*** on open vehicles caused by
(a) the weather unless the ***insured property*** is suitably protected
(b) theft or attempted theft

5 deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle

6 ***damage*** resulting from theft or attempted theft
(a) committed assisted brought about or connived at by any of ***your*** directors trustees employees or ***authorised volunteers***
(b) from any unattended vehicle unless
(i) all doors windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed from the vehicle
(ii) during the hours of 9pm to 6am the vehicle is housed in a securely locked building or guarded security park

10 Personal accident

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

Definitions

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

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

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

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

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

Insured person
means as specified in the schedule

Loss of eye(s)
means total and irrecoverable loss of sight of an eye or eyes

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

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

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

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

Cover

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

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

we will pay the appropriate benefit

The schedule will show whether Cover A or B applies

Scale of benefits

The level of benefits are shown in the schedule

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

1 Death
£2,500

2 ***Loss of limb(s)*** or ***loss of eye(s)***
£2,500

3 ***Permanent total disablement***
£2,500

4 ***Temporary total disablement***
£25 per week

Extensions

1 Hospital benefit and medical expenses

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

(1) at any time if Cover A applies

(2) arising out of and in the course of their employment by ***you*** if Cover B applies

We will pay

(a) ***medical expenses*** incurred by the ***insured person***
Limit £2,500

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

2 Clothing and personal effects

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

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

3 Disappearance

If after 180 days have elapsed and ***we*** having examined all evidence available and shall have no reason to suppose other than that an accident has occurred the disappearance of the ***insured person*** shall be considered to constitute a claim under this policy

If at any time after payment has been made to the ***insured persons*** legal representatives executives administrators or assigns of the ***insured person*** by ***us*** in settlement of the claim the ***insured person*** is found to be living any sums paid by ***us*** in settlement of the claim shall be refunded to them

Limit
The Death level of benefit stated in the schedule or £10,000 any one claim whichever is the less

Exclusions

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

(1) arising from

(a) any consequence of suicide or deliberate self-injury intoxication sexually transmitted infections insanity pregnancy childbirth the influence of drugs unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction

(b) any health problem which ***you*** or the ***insured person*** know of or should have known about at the start of the insurance or when it was renewed and which has not been accepted by ***us*** in writing

(c) wilful exposure to needless peril (except in an attempt to save human life)

(d) any ***insured person*** taking part in practising or training for any of the following excluded activities

- Aqualung diving
- Flying (except as a fare-paying passenger) hang-gliding or parachuting
- Hunting on horseback polo showjumping or steeple chasing
- Driving riding or sailing in any kind of race
- Riding motor cycles or motor scooters as a driver or passenger
- Winter sports other than curling or ice-skating
- Football (other than amateur Association) or rugby football
- Mountaineering cliff or rock climbing abseiling subterranean or elastic rope sports or activities
- Any pursuit or activity involving personal danger or hazard
- Playing in any sport professionally
- Service in the armed forces

(2) sustained by any person under the age of 16 years or to any person after the expiry of the period of insurance in which that person attained the age of 80 years

(3) directly or indirectly caused or contributed to by an ***act of terrorism*** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause
If ***we*** allege that by reason of this exclusion any ***accidental bodily injury*** is not covered by this policy the burden of proving the contrary shall be upon ***you***

Special conditions

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

11 Loss of registration/licence

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

Definitions

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

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

Cancel/cancelled/cancellation
Cancel/cancelled/cancellation under the provisions of any legislation governing ***registration*** and/or ***licence*** issue and if relevant refusal to renew

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

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

Licence(s)
means any premises licence granted under the Licensing Act 2003 or equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands

Registration
means statutory registration to provide care and/or education

Cover

If during the period of insurance and from any cause outside ***your*** direct control

(a) the ***registration*** of the ***Insured*** or other persons which enables ***you*** to carry on the ***business*** as stated at the ***premises*** and/or

(b) the ***licence*** in respect of the ***premises*** is ***cancelled***

We will pay or make good to ***you your*** loss for

(1) depreciation in the value of ***your*** interest in the ***premises*** covered by the ***registration*** and/or ***licence***

or

(2) (a) the amount which the ***gross income*** during the ***indemnity period*** is less than the ***gross income*** during the equivalent period immediately prior to the ***cancellation*** of the ***registration*** or ***licence***

(b) any reasonable additional expenses incurred to maintain ***gross income*** during the ***indemnity period*** but not more than the loss avoided under 2 (a) above

less any amount saved during the ***indemnity period*** for expenses of the ***business*** payable out of ***gross income*** which cease or are reduced as a result of the ***cancellation*** of the ***registration*** or ***licence***

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

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

Special conditions

1 ***You*** shall on becoming aware of any

(a) complaint against the ***premises*** or its management

(b) proceedings against or conviction of the registered person ***licence*** holder or the manager tenant or occupier of the ***premises*** for any breach of the law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his or her honesty moral standing or sobriety

(c) change in the tenancy management of the ***premises*** registered person or ***licence*** holder

(d) objection to renewal or other circumstances which may result in ***cancellation*** of ***registration*** or ***licence***

(e) transfer or proposed transfer of the ***licence*** immediately give notice to ***us*** in writing and supply any additional information and assistance as ***we*** reasonably require

2 In the event of the death bankruptcy incapacity desertion of the ***premises*** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his or her honesty moral standing or sobriety) of the tenant manager occupier or of any registered person or of any ***licence*** holder ***you*** shall where practicable recruit a suitable person to replace him or her and if necessary apply to the registration authority or licensing authority for registration of that person or to obtain a ***licence*** for that person

Claims conditions

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

(a) give notice to ***us*** in writing within 24 hours of receiving knowledge of such actual or threatened event stating the grounds upon which the ***registration*** and/or ***licence*** is or may be ***cancelled***

(b) apply at ***your*** own expense if required by ***us*** for the grant of such new ***registration*** and/or ***licence*** for the same or alternative premises to enable ***you*** to continue the ***business*** in a similar or alternative form

(c) if requested by ***us*** within 30 days provide at ***your*** expense a statement of ***your*** loss and documents fairly required by ***us*** to verify ***your*** loss together with (if demanded) a statutory declaration of the truth of the claim and of any related matter and give ***us*** free access to the ***premises*** and ***your*** books and accounts as may be necessary for ascertaining the amount of ***your*** claim under this section

(d) take at ***your*** expense all practicable steps to minimise a claim

(e) at ***our*** request and at ***our*** expense do or allow to be done everything reasonably required by ***us*** for the purpose of making any recoveries from other parties (whom ***we*** would be entitled to pursue upon settlement of ***your*** claim) whether such action is necessary before or after ***we*** pay ***your*** claim under this section

Exclusions

We shall not be liable for any claim arising from

(1) any ***cancellation*** of ***registration*** and/or ***licence*** which arises directly or indirectly from any town or country planning improvement redevelopment or compulsory purchase order or from any surrender reduction or redistribution of ***registrations*** and/or ***licences*** in connection with such order

(2) any ***cancellation*** of ***registration*** and/or ***licence*** which results from any alteration in the law

(3) premises which are
  (i) altered without the approval of the registration licensing or other authority
  (ii) closed for any period not required by law
  (iii) not maintained in good sanitary and general repair

(4) any direction or requirements of the registration licensing or other authority which are not complied with

(5) the bankruptcy or insolvency of ***you***

12 Professional indemnity

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

Note (not forming part of the policy)
Cover is on a 'claims made' basis, which means it covers claims made against you – and notified to us – during the period of insurance. It is therefore most important that as soon as you become aware of any claim being made against you, or any circumstances that might reasonably be expected to bring about a claim, you notify us in writing.

Definitions

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

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

Business
means the professional services performed or the advice given by ***you*** in relation to those activities declared to ***us***

Claim(s)
means
(a) any demand made of or assertion of a right against ***you*** which is communicated to ***you*** in writing
(b) costs under Cover 2(a) or Cover 3

Clinical trials
means systematic studies in order to discover and/or verify the effects and/or reactions of substances including but not limited to medical pharmaceutical or similar products drugs and the like

Document
means all and any records arising from ***your business*** whether kept in paper (excluding ***money***) magnetic or electronic form for which ***you*** are legally responsible whilst in ***your*** custody or in the custody of any person other than the owner to or with whom they have been entrusted lodged or deposited by ***you*** in the ordinary course of ***your business***

Employee
means any person other than a trustee director officer or member of the management committee of ***yours*** who has been is or shall be under a contract of service or apprenticeship supplied to hired or borrowed by ***you*** or under any work experience or similar scheme or any authorised volunteers whilst employed or engaged by ***you*** and under ***your*** control in connection with ***your business***

Insureds/you/your/yours
means the Insured named in the schedule including
(a) its trustees directors officers or members of the management committee
(b) any former trustee director officer or member of the management committee
(c) the legal representatives estate or heirs of (a) or (b) in the event of their bankruptcy incapacity or death

We will also indemnify at ***your*** request any ***employee*** in respect of liability for which ***you*** would have been entitled to indemnity had the claim been made against ***you***

Money
means stamps currency bank notes and instruments cheques travellers cheques postal orders money orders securities and the like

Notified
means that notice is sent in writing by ***you*** (or ***your*** insurance agent) to and received by ***us***

Notice is not valid if given by any third party (other than ***your*** insurance agent)

Period of insurance
means the period stated in the schedule

Retroactive date
means the retroactive date stated in the schedule

Wrongful act
means any negligent act negligent error negligent omission or negligent breach of duty

Cover

Cover 1 – Legal liability

We shall indemnify ***you*** in respect of any settlement damages interest and claimant's costs arising from any ***claim*** first made against ***you*** and ***notified*** during the ***period of insurance*** and which arises out of the conduct of ***your business*** by reason of

(a) a ***wrongful act*** committed by
  (i) ***you***
  (ii) any ***employee***
  (iii) any other person firm or company directly appointed by ***you*** and acting for or on ***your*** behalf

(b) any dishonest or fraudulent act or omission on the part of any ***employee***

(c) libel or slander committed unintentionally by
  (i) ***you***
  (ii) any ***employee***

(d) any unintentional breach of confidentiality committed by
  (i) ***you***
  (ii) any ***employee***
  (iii) any other person firm or company directly appointed by ***you*** and acting for or on ***your*** behalf

Cover 2 – Loss of documents

We shall indemnify ***you*** for

(a) reasonable and necessary costs incurred with ***our*** prior written consent of repair replacement or reconstitution of

(b) any settlement damages interest and claimant's costs arising from a ***wrongful act*** involving

any ***document*** which has been unintentionally destroyed damaged lost or mislaid during the ***period of insurance*** (and which after diligent search cannot be found) the occurrence of which has been ***notified*** during the ***period of insurance***

Cover 3 – Data protection

We shall indemnify ***you*** for defence costs and expenses resulting from any prosecution first brought against ***you*** and/or any ***employee*** and ***notified*** during the ***period of insurance*** which arises out of the conduct of ***your business*** in respect of any offences or alleged offences under sections 21(1) 21(2) 22(6) or 47(1) of the Data Protection Act 1998

Cover 4 – Defence costs and expenses

We shall indemnify ***you*** for all defence costs and expenses in

(a) the defence investigation or settlement of any ***claim*** which falls to be dealt with under Cover 1 or Cover 2(b)

(b) the investigation of any circumstance ***notified*** to ***us*** under Condition (1) which may give rise to a ***claim***

incurred by or on behalf of ***you*** with ***our*** prior written and continuing consent (such consent not to be unreasonably withheld) but not including ***your*** own costs and expenses or any value attributable to the time spent by ***you*** or any ***employee*** in dealing with a ***claim*** or a circumstance

Limit of indemnity

Unless otherwise stated the limit of indemnity as shown in the schedule for this section of the policy is the maximum amount ***we*** shall pay irrespective of the number of ***claims*** claimants or losses

In respect of Cover 2(a) an aggregate sub-limit of indemnity of £200,000 shall apply

In respect of Cover 3 an aggregate sub-limit of indemnity of £50,000 shall apply

Where ***we*** are liable to indemnify more than one person the total amount of indemnity to all parties including ***you*** shall not exceed the limit of indemnity

Defence costs and expenses under Cover 4 are payable in addition to the limit of indemnity and are subject to the ***excess***

All payments made by ***us*** in respect of Cover 1 Cover 2 and Cover 3 or any endorsement or otherwise shall erode the limit of indemnity for all ***claims*** in the aggregate under this section of the policy

Where a payment is required or made in settlement of any ***claim*** or circumstance which exceeds the limit of indemnity available under Cover 1 or Cover 2(b) ***our*** liability for defence costs and expenses under these Covers shall be limited to such proportion as the amount of the limit of indemnity available in respect of such ***claim*** or circumstance bears to the amount required or paid in settlement and ***you*** will make any consequent repayment due to ***us*** immediately upon demand failing which ***we*** will be entitled to deduct the amount of repayment from any ***claim*** settlement monies due from ***us*** under this section of the policy

All ***claims*** (including costs sought under Cover 2(a) or Cover 3) whether made against ***you*** or sought by one or more ***Insureds*** wholly or substantially arising from or having any connection with or relation to

(a) the same event occurrence act error omission or breach of duty or having the same originating or underlying cause
(b) a series of events occurrences acts errors omissions or breaches of duty having the same originating or underlying cause
(c) the acts errors omissions or breaches of a single person or persons acting together or in which such person or persons is or are concerned or implicated

shall be deemed to be one ***claim*** or single application for costs under Cover 2(a) or Cover 3 for the purposes of deciding the applicable limit of indemnity and the application of the ***excess*** under this section of the policy

We shall be the sole judge as to whether these provisions shall operate in relation to any ***claim*** or application for costs

Extensions

The following extensions are subject to the terms of the policy

1 Compensation for court attendance

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

Any trustee director officer or member of the management committee
£500 per day

Any ***employee***
£250 per day

2 Public relations crisis management

In the event of any incident occurring during the ***period of insurance*** which results or could result in adverse publicity ***we*** will pay the reasonable costs necessarily incurred by ***you*** with ***our*** prior consent of employing a marketing and/or public relations firm to help minimise the risk of damage to ***your*** reputation

Provided that

(a) the incident in ***our*** opinion could result in a claim under this section of the policy
(b) ***you*** take all reasonable measures to avoid or mitigate adverse publicity

Limit
The maximum amount ***we*** will pay under this extension is £25,000 any one incident and in the aggregate in any one ***period of insurance***

3 Representation costs

We will indemnify ***you*** in respect of reasonable costs and expenses incurred by ***you*** for representation at properly constituted hearings tribunals or proceedings provided that

(a) such costs and expenses are incurred with ***our*** prior written consent and

(b) the subject of the hearing tribunal or proceeding may become a ***claim*** under this section of the policy

Limit
The maximum amount ***we*** will pay under this extension is £15,000 in the aggregate in any one ***period of insurance***

Exclusions

We shall not have any liability under this section of the policy for or directly or indirectly arising out of or in any way connected with

(1) any ***claim*** or circumstance which may give rise to a ***claim*** which was or ought to have been known to ***you*** prior to the ***period of insurance***

(2) (a) bodily injury sickness disease emotional distress (other than emotional distress arising from any libel or slander) mental anguish mental stress or the death of any person unless directly caused by a ***wrongful act***

(b) bodily injury sickness disease emotional distress mental anguish mental stress or the death of any person receiving medical advice diagnosis or treatment

(3) any actual or alleged physical abuse sexual harassment or sexual molestation

(4) any damage to or destruction or loss of any property (except as provided by Cover 1(b) and Cover 2(a)) including loss of use unless directly caused by a ***wrongful act***

(5) any trading losses or trading liabilities incurred by ***you*** or any business managed by or carried on by or on behalf of ***you***

(6) any regulatory or disciplinary investigations or proceedings (apart from the indemnity provided under Cover 3) or any fines penalties or penal punitive exemplary restitutionary non-compensatory or aggravated damages or the additional award of damages consequent upon or by reason of any multiplication of compensatory damages

(7) any ***claim*** or circumstance arising from or connected with the dishonest or fraudulent act or omission of any former or present trustee director officer or member of the management committee of ***yours***

(8) any ***claim*** or circumstance arising from or connected with the dishonest or fraudulent act or omission of any ***employee***

(a) in respect of any person committing or condoning such dishonest or fraudulent act or omission

(b) in the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives

(c) arising after the discovery of reasonable cause for suspicion of dishonesty or fraud by the dishonest or fraudulent person or persons

(d) in the amount equivalent to

(i) any monies owed by ***you*** to any person committing condoning or contributing to the dishonest or fraudulent act or omission and

(ii) any monies held by ***you*** and belonging to such person

(iii) any monies recovered in accordance with Condition (3) of this section of the policy

(9) any liability of ***yours*** as a director officer and/or trustee in your respective capacities as a director officer and/or trustee

(10) any actual or alleged liability whatsoever directly or indirectly arising out of resulting from or in consequence of or in any way involving or connected with asbestos or any materials containing asbestos in whatever form or quantity

(11) the ownership possession or use of any aircraft watercraft hovercraft motor vehicle trailer or other means of transport or any buildings structures premises or land or any property (mobile or immobile)

(12) any
  (a) legal proceedings brought in a court of law outside the European Union Channel Islands or Isle of Man or brought in a court of law within those territories to enforce a judgement or order made in any court of law outside those territories
  (b) liability arising from ***your business*** undertaken in the United States of America and/or Canada

(13) any performance warranty guarantee penalty clause liquidated damages clause or similar provision unless ***your*** liability would have existed to the same extent in the absence of such warranty guarantee or clause or similar provision

(14) any circumstance concerning or ***claim*** brought by ***you*** or on ***your*** behalf or any parent or subsidiary company of ***yours*** or any person having a financial executive or controlling interest in ***you*** (unless the financial interest is less than 5%) or by or on behalf of any entity controlled or managed by ***you*** or where ***you*** have greater than a 5% financial interest or where ***you*** have accepted a financial interest irrespective of the amount in any entity in exchange for fees incurred

(15) any breach of any obligation owed by ***you*** as an employer to any ***employee*** or former ***employee*** or applicant for employment

(16) any contract for the provision of goods or services to ***you*** or any goods or products sold supplied made constructed installed maintained repaired altered or treated by ***you*** or on ***your*** behalf unless such ***claim*** or circumstance is a direct result of the negligent design and/or negligent specification of ***yours*** or any ***employee*** or any other person firm or company directly appointed by ***you*** and acting for ***you*** or on ***your*** behalf

(17) any passing-off or infringement of copyright design right registered design trademark or patent

(18) any act error or omission committed or any loss suffered or costs incurred or any liability arising prior to the ***retroactive date***

(19) ***your*** insolvency or bankruptcy

(20) (a) the failure of any computer or other electronic processing device (except as provided under Cover 2) or of any program instruction or data for use in any computer or other electronic processing device equipment or system to function in the way expected or intended
  (b) the transmission or receipt of any virus program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance

(21) any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments or in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority

(22) any repair replacement or reconstitution cost of any ***document*** directly or indirectly occasioned by any government or public or local authority action or order or resulting from wear or tear the action of vermin gradual deterioration or magnetic flux or loss of magnetism (except where caused by lightning)

(23) ***clinical trials*** and/or the administration of drugs and/or medicines

(24) any matter in respect of which indemnity is provided by any other insurance

(25) any loss damage cost or expense
  (a) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any ***act of terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  (b) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any ***act of terrorism***

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

Conditions

(1) As a ***condition precedent to liability*** under this section of the policy ***we*** must be ***notified*** in writing as soon as practicable during the ***period of insurance***
- (a) of any ***claim***
- (b) regardless of any previous notice of receipt of any Claim Form Particulars of Claim Arbitration Notice or any other formal document commencing legal proceedings copies of all such documents being provided with such notification
- (c) of any circumstance of which ***you*** shall become aware which may give rise to a ***claim***
- (d) of any circumstance of which ***you*** shall become aware which may give rise to an entitlement to be indemnified under this policy

In the event that ***we*** are ***notified*** during the ***period of insurance*** of any circumstance which in ***our*** reasonable opinion may give rise to a ***claim*** then any subsequent ***claim*** which arises directly from the circumstance so ***notified*** shall be deemed to have been made during the ***period of insurance***

(2) As a ***condition precedent to liability*** under this section of the policy
- (a) ***you*** must promptly provide to ***us*** full details concerning any ***claim*** and any circumstance which may give rise to a ***claim*** and any circumstance where ***you*** have requested to be indemnified under this section of the policy and provide such co-operation and assistance as ***we*** and ***our*** representatives legal advisers or agents may reasonably require
- (b) ***you*** and any ***employee*** (or any person charity firm or company acting for ***you*** or on ***your*** behalf) shall ensure that all documents relevant to any ***claim*** and any circumstance which may give rise to a ***claim*** shall not be destroyed or otherwise disposed of
- (c) ***you*** (or any ***employee*** or any person charity firm or company acting for ***you*** or on ***your*** behalf) shall not without ***our*** prior written approval admit liability for compromise settle or make any offer or payment in respect of any ***claim*** or any circumstance likely to give rise to a ***claim*** or any circumstance where ***you*** have requested to be indemnified under this section of the policy
- (d) ***you*** shall pay any ***excess*** applying

(3) Where a ***claim*** or circumstance against ***you*** involves the dishonest or fraudulent act or omission of any ***employee***
- (a) ***you*** shall at ***our*** request and expense take all reasonable steps to obtain reimbursement from such person
- (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from ***you*** or any monies of such persons held by ***you*** shall not be repaid
- (c) nothing in this policy shall preclude ***us*** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission
- (d) no indemnity will be provided to any person committing or condoning such dishonest or fraudulent act or omission
- (e) no payment shall be made by ***us*** under this section of the policy until after the final ascertainment of the amount of any recovery from the dishonest or fraudulent person or persons or their estates or legal representatives

(4) ***We*** shall be entitled but not obliged to take over the investigation defence and settlement of any ***claim*** and any circumstance likely to give rise to a ***claim*** and any circumstance where ***you*** have requested to be indemnified under this section of the policy
We shall have full discretion in the handling thereof (notwithstanding that a dispute may have arisen between ***us*** and ***you***) provided always that ***you*** shall not be obliged to defend any legal proceedings unless a Queen's Counsel (to be mutually decided upon by ***us*** and ***you***) shall advise that such proceedings can be contested with a reasonable prospect of success

(5) Upon operation of this policy in relation to any ***claim*** or circumstance ***we*** shall be subrogated to all ***your*** rights of recovery against any third party provided always that ***we*** shall not exercise any such rights against any ***employee*** or former ***employee*** unless the loss in respect of which indemnity is provided under this section of the policy was caused or contributed to by a fraudulent dishonest or malicious act or omission by the ***employee*** or former ***employee***
You shall without charge provide such assistance as ***we*** may reasonably require in any subrogation and shall at all times protect and preserve any rights of recovery to which ***we*** would become subrogated under this section of the policy
You agree that at ***our*** option ***we*** may have the conduct of any proceedings to recover monies paid or payable by ***us*** whether or not ***you*** have an interest in such proceedings by reason of any uninsured losses

13 Terrorism

The schedule will show if this section applies

Definitions

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

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

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

Business interruption
means loss arising from interruption or interference with the ***business*** carried on by ***you*** at the ***premises*** as a result of damage to or destruction of property used by ***you*** at the ***premises*** for the purpose of the ***business***

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

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Event
means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same ***act of terrorism***

The date and time that any such period of 72 hours shall commence shall be set by ***us***

Hacking
means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether ***your*** property or not

Nuclear installation
means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

(a) The production or use of atomic energy
(b) The carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
(c) The storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

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

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

Property insured
means all property which is insured under other sections of this policy

Excluding

(a) any land or building which is occupied as a private residence or any part thereof which is so occupied unless
    (i) the remainder of the building is not a private residence and is insured under this policy
    (ii) such land or building is not insured in the name of an individual

(b) 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***

Territorial limits

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

Virus or similar mechanism

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

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

Cover

We will pay ***you*** for

(a) damage to or the destruction of ***property insured*** belonging to ***you*** or for which ***you*** are legally responsible

(b) ***business interruption*** as insured by this policy

occasioned by or happening through or in consequence of an ***act of terrorism*** within the ***territorial limits***

Provided always that the insurance by this section

(i) is not subject to any of the General exclusions of this policy

(ii) is not subject to any long term agreement or undertaking which may otherwise apply

(iii) is not subject to any terms in this policy which provide for adjustments of premium

(iv) is subject otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section

(v) is subject to a maximum period of insurance of 12 months from the inception or renewal date of this policy

Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that

(a) no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy

(b) the renewal premium due in respect of this section has been received by ***us***

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the ***property insured*** or ***business interruption***

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

(a) the total sum insured or

(b) for each item its individual sum insured or

(c) any other limit of liability

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

The ***excess*** applicable to losses under this Terrorism section shall be equal to the ***excess*** applied in respect of the risk of fire and/or explosion under the other sections of this policy

Exclusions

We will not be liable for any 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) arising under

(a) marine aviation and transit policies

(b) motor insurance policies

(c) bankers blanket bond

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

(a) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software)

(b) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether ***your*** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from ***virus or similar mechanism*** or ***hacking*** or ***phishing*** or ***denial of service attack***

Condition

(1) If ***we*** allege that any loss is not covered by this section the burden of proving that such loss is covered shall be upon ***you***

General information

Complaints procedure

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

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

For all complaints other than Legal expenses complaints
Ecclesiastical Insurance Office plc
Beaufort House,
Brunswick Road,
Gloucester,
GL1 1JZ.

Tel: 0345 777 3322
Email: complaints@ecclesiastical.com

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

Tel: 0344 893 9013
Email: customerrelations@das.co.uk

Our promise to you

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

To resolve your complaint we will:

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.
- If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

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

  Tel: 0800 0 234 567
  Email: complaint.info@financial-ombudsman.org.uk
  Web: www.financial-ombudsman.org.uk

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

The Financial Services Compensation Scheme (FSCS)

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

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

For further information on the scheme you can visit the website at:
www.fscs.org.uk

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

Tel: 0207 741 4100 or 0800 678 1100
Fax: 0207 741 4101
Email enquiries@fscs.org.uk

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

Notes

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

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

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

www.fca.org.uk/register

or by contacting the FCA on

0800 111 6768

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

Or visit us at

www.ecclesiastical.com

Beaufort House, Brunswick Road,
Gloucester GL1 1JZ

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

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

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