

# Education Insurance - Nurseries

POLICY DOCUMENT



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# Introduction

## Claims enquiries

### For claims other than legal expenses claims

This service is provided by the Claims department at Ecclesiastical Insurance Office plc.

If you wish to report a new claim, 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.

### The claims service number is

**0345 603 8381**

### For legal expenses claims

If you wish to report a new legal expenses claim or discuss an existing claim please 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 an incident which may give rise to a claim is shown in the Claims Conditions.

## How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.



## Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

## Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at [www.ecclesiastical.com/privacypolicy](http://www.ecclesiastical.com/privacypolicy) or contact our Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com).

## Policy information

**Please read this policy carefully to ensure it meets your requirements.**

## The policy consists of

### This policy document

This contains the Insuring clause, general definitions, exclusions, conditions and memoranda that apply to the whole policy.

Individual sections numbered 1–9 as shown in the table of contents, each setting out the terms relating to that section and the definitions used specifically in that section. All the sections available are shown but you must check with your policy schedule (see below) to see which sections are included in your policy.

### The policy schedule

This shows information that is individual to your insurance eg the identity of the insured, the business being covered, the period of insurance, the covers you have chosen to include, the limits that apply and any special clauses. We will send an updated schedule at each annual renewal date and when changes are requested by you or made by us.

At renewal we may send you a further document called 'Updates to your Policy' – this shows changes to the policy booklet applicable to all policies of the type you hold. Please retain these 'Updates to your Policy' notices, plus the latest schedule, with your policy booklet.

# Helpline services

**The helpline services described here have been arranged by us for the benefit of our policyholders.**

**These helplines are manned 24 hours a day 365 days a year.**

When telephoning these services please make sure that you are able to give your policy number. This can be found on the policy schedule.

## Emergency glass replacement

**0345 600 0148**

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 Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS).**

You can contact DAS' UK-based call centre 24 hours a day, seven days a week. However, they may need to arrange to call you back depending on the enquiry. To help them check and improve their service standards, DAS may record all inbound and outbound calls, except those to the counselling service. When phoning, please quote reference number TS5/3550940.

DAS will not accept responsibility if the Helpline services are unavailable 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 the business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible DAS will arrange a call back at a time to suit you.

DAS' legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

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

**Tax advice (commercial)****0345 268 9124**

DAS can provide confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

**Counselling****0345 266 9667**

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

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

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## Information services

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

**Employment manual**

The DAS Employment manual offers comprehensive, up to date guidance on rapidly changing employment law.

To view it, please visit **[www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)**. All the sections of this web-based document can be printed off for your own use. Contact DAS at **[employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk)** with your email address, quoting your Ecclesiastical policy number prefixed with 'EIG', and they will contact you by email to inform you of future updates to the information.

**DAS businesslaw**

Using **[www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)** you can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using DAS' smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead. To access DAS businesslaw, you will need to register at **[www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)**. When asked for your policy number, please insert your Ecclesiastical policy number prefixed with 'EIG' and the password is **DAS472301**

If you experience any problems accessing the service, please email details of your problem to **[businesslaw@das.co.uk](mailto:businesslaw@das.co.uk)** with your policy number in the subject box.

# General definitions

Each time any of the following words or phrases appear in this booklet in **bold italic** type (or in capital letters in the Schedule) they will take the specific meaning shown below unless more specifically defined under each individual policy section

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

**Authorised volunteers**

means voluntary workers 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

**Nursery children / child**

means children enrolled at **your** nursery

**Premises**

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

**Unoccupied**

means unoccupied or untenanted or not in use for a period of more than 60 days

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## 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

### 1 Excess

Any **excess** shown in the schedule

### 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 Sonic bangs

**damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

### 6 Date recognition

any consequential or other loss costs and expenses and any legal liability accidental bodily injury or **damage** to property directly or indirectly caused by or contributed to by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**

- (a) correctly to recognise any date as its true calendar date
- (b) to capture save or retain and/or correctly to manipulate interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) to capture save retain or correctly process any **data** as a result of the operation of any command which has been programmed into any **computer** being a command which causes the loss of **data** or the inability to capture save retain or correctly to process such **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) accidental loss destruction or damage and
- (b) causes excluded from these insured events

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

## 7 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 Personal accident 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 representation description and disclosure been made

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

## 2 Reasonable care

It is a **condition precedent to liability** that **you** shall take all reasonable precautions to prevent **damage** accident illness and disease and shall exercise reasonable care in seeing that all statutory and other obligations and regulations are duly observed and complied with and shall maintain the **premises** and works machinery and plant in sound condition

## 3 Alteration of risk

If after the commencement of the insurance there is any alteration of the risk

- (a) whereby the risk of **damage** accident or liability is increased
- (b) whereby 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) by closure vacation of occupation (other than in connection with normal vacations) or by the **business** being permanently discontinued or by removal
- (d) whereby **your** interest ceases except by will or operation of law
- (e) whereby an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement
- (f) by any other material change in use of the **premises**

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

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

## 4 Multiple insurances

### (a) All sections except those detailed separately below

If at the time any claim arises under this policy there are any other insurances in force covering the same **damage** or liability **we** shall not be liable for more than **our** rateable proportion and 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) Loss of registration section**

If at the time of the cancellation of the registration insured by this policy there be any other subsisting insurance or insurances whether effected by **you** or by any other person covering the same interest **we** shall not be liable to pay or contribute more than **our** rateable proportion

**(c) Equipment breakdown  
Liabilities Legal expenses  
and Money sections**  
(apart from the Assault extension)

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

**(d) Personal accident section  
and assault extension of the  
Money section**

Irrespective of the number of policies issued by **us** which provide cover to an insured person **we** shall not pay personal accident benefits under more than one policy for any one occurrence. The policy which provides the greatest benefit shall apply

**5 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

**6 Arbitration**

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an arbitrator agreed to in writing by the parties or if the parties cannot agree
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party after a seven day written notice by one party to the other requiring an agreement

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

**7 Cancellation**

Paragraph (i) is applicable to Retail Customers only (the schedule will indicate if **you** are a Retail Customer)

**(i) Your right to cancel in the  
cooling-off period**

If after insuring with **us** and receiving the full written policy documentation including the schedule **you** subsequently change **your** mind **you** have 14 days to write to the sender confirming that **you** do not wish to continue

No charge will be made and any premium **you** have already paid will be refunded

After this cooling-off period **your** right to cancel the policy is as described in paragraph (ii) below

Paragraphs (ii) and (iii) are applicable to all customers

## **(ii) Your right to cancel the policy**

**You** may cancel the policy provided that **you** give **us** notice in writing

As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period provided this exceeds £15

If **you** have made a claim then the full annual premium is due

## **(iii) Our right to cancel**

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

## **8 Adjustment of premium**

If any part of the premium has been calculated on estimates **you** shall within thirty days from the expiry of each period of insurance furnish to **us** such information as **we** may require and the premium for such period shall be adjusted and the difference paid by or allowed to **you** subject to **our** retaining a minimum premium being 50% of the deposit paid

## **9 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**

## **10 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

## 11 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

## 12 Law applicable

This policy 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

## 13 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

On the happening of any incident which may give rise to a claim it is a **condition precedent to liability** that **you** shall

### 1 General

applicable to all sections  
other than Legal expenses and  
Loss of registration

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) inform the Police as soon as is reasonably possible if the **damage** is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
- (c) tell **us** as soon as **you** become aware
- (d) 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 the policy

### 2 Property damage Equipment breakdown and Money sections

(Excluding the Assault extension  
of the Money section)

- (a) within 30 days or such further time as **we** may in writing allow deliver to **us** a written claim providing at **your** own expense all details proofs and information regarding the cause and amount of the **damage** as **we** may reasonably require together with details of any other insurances on any property insured by this policy and (if demanded) a statutory declaration of the truth of the claim and of any related matters

- (b) if **we** elect or become bound to reinstate or replace any property produce at **your** own expense and give to **us** all such plans documents and information as **we** may reasonably require

However **we** shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured

### 3 Business interruption section

within 30 days after the expiry of the indemnity period or within such further time as **we** may in writing allow at **your** own expense deliver to **us** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **damage** or resulting business interruption

**You** shall at **your** own expense also provide **us** with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by **us** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matters

#### 4 Liabilities section

- (a) not make or allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (b) forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution inquest or fatal injury inquiry in connection with that event

#### 5 Legal expenses section

as described in the Legal expenses section of the policy

#### 6 Personal accident section and the assault extension of the Money section

- (a) at **your** own expense provide all certificates information and evidence as required by and in the form prescribed by **us**
- (b) arrange for the insured person to undergo medical examination by the **Company's** medical practitioner as often as required at **our** expense

#### 7 Loss of registration section

as described in the Loss of registration section of the policy

### Our rights

#### 1 All sections

(except Personal accident the assault extension of the Money section and Legal expenses)

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

damages and shall have full discretion in the conduct and settlement of any such action

- (b) **We** may enter any building where **damage** has occurred and take possession of the building and take and keep possession of any property insured by this policy but **you** may not abandon property to **us**

This policy shall be proof that **you** have given **us** authority to exercise **our** rights under this condition

#### 2 Liabilities section

**We** may at any time pay to **you** the limit of indemnity

- (a) in the case of Employers' liability or Prosecution defence cost or Professional indemnity claims after deduction of any sum or sums already paid or incurred
- (b) in the case of Public and products liability claims after deduction of any sum or sums already paid or incurred as damages

or any less amount for which at **our** discretion any claim or claims can be settled and **we** will then relinquish control of any such claim and be under no further liability except that in respect of any Public and products Liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) **we** will also pay any legal costs incurred prior to the date of such payment

#### 3 Legal expenses section

As described in the Legal expenses section of the policy

#### 4 Personal accident section and the Assault extension of the Money section

**We** shall in the event of death of any insured person be entitled to have a post mortem at **our** expense

# General memorandum

## 1 Designation

For the purpose of determining where necessary the heading under which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books

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## Security conditions

### 1 Protection condition

It is a **condition precedent to liability** in respect of **damage** at or to the **premises** caused by theft or attempted theft that all locks bolts and other protective devices (except intruder alarms) fitted to the **premises** be brought into 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 deemed to be substituted for '**premises**' when part of the **premises** is occupied residentially by **you** or an authorised person

### 2 Minimum level of security condition

(applicable only if shown as operative in the schedule)

In respect of **damage** due to or arising from theft or attempted theft at the premises it is a **condition precedent to liability** under this policy that

#### (a) Doors

all external (and internal doors leading to other parts of the premises not in your sole occupation) must be secured as follows

- (i) **Aluminium doors**  
a cylinder mortise deadlock
- (ii) **Armoured plate doors**  
door manufacturers' locks  
as supplied
- (iii) **Other single leaf doors**  
a mortise deadlock conforming to BS3621 and a boxed steel striking plate of a minimum 17.5cm in length provided the door thickness is a minimum of 4.5cm

If the door thickness is less than 4.5cm secure with a deadlocking rim latch which must be keyed into the deadlock position or a mortise deadlock and 2 mortise rack bolts with internal operation only

**(iv) Double leaf doors**

the standing (first closing) leaf should be secured with internal surface mounted key operated security bolts top and bottom or concealed flush bolts sited top and bottom

The final closing leaf must be secured with a lock fitted according to the instructions of the door as specified above or both leaves fitted with a coach-bolted locking bar secured with a close shackle padlock having at least 5 levers. If the coach-bolted locking bar is sited internally then an open shackle padlock with a hardened steel shackle may be used

**(v) UPVC single leaf doors**

must be fitted with a multi-point locking system incorporating a minimum of 3 deadbolts

**(vi) Fire Exit Doors**

any locking devices on these doors must be approved by the fire prevention officer and any alternative protection agreed following such consultation must be approved by **us**

**(vii) For all other types of doors**

where it is not possible to fit locking devices in accordance with the above criteria security must be agreed with **us**

## **(b) Windows**

All external basement ground floor and other accessible windows fan-lights or skylights (accessible being a window which is readily in reach such as a window adjacent to a roof especially a flat roof or a fire escape) which were originally constructed to open must be secured with

- (i) key operated window locks except in respect of louvered windows which should be replaced with a conventional window of fixed glass or
- (ii) solid steel bars not less than 1.9cm diameter and not more than 12.5cm apart securely fixed to the brickwork or masonry surrounding the window to a depth of not less than 5cm and set back not less than 5cm from the external surface of the wall

The bars are to pass through flat horizontal tie bars of at least 6mm thickness and the distance between the tie bars must not exceed 60cm

Wherever the barring does not meet this specification then any alternative must be agreed with **us**

## **(c) Keys**

All keys must be removed from locks and kept in a secure place

### 3 Intruder alarm condition

(applicable only if shown as operative in the schedule)

In respect of **damage** due to or arising from theft or attempted theft at the **premises** it is a **condition precedent to liability** under this policy that an **intruder alarm system** is installed at the **premises** and that

- (a) the **intruder alarm system** shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system shall be made without **our** written consent
- (b) the **intruder alarm system** shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the **intruder alarm system** or its signalling shall be given to the maintenance contractor
- (c) the **intruder alarm system** shall be tested and set whenever the alarmed portion of the **premises** is closed for business and is not attended by **you** or any person authorised by **you** to be responsible for the security of the **premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times
- (d) all keys including duplicate keys and notes of combination locks/electronic pass codes letters and numbers relative to the **intruder alarm system** shall be removed from the buildings of the **premises** whenever they are closed for business and are left unattended provided that at such times if part of the **premises** is occupied residentially by **you** or an authorised employee the said keys shall be removed from the business portion of the **premises** to the part occupied residentially

- (e) immediate advice shall be given to **us** of any notice from the Police or a security organisation that **intruder alarm system** signals may be or will be disregarded
- (f) **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the alarm company and police authorities
- (g) in the event of notification of any activation of the **intruder alarm system** or interruption of the means of communication during any period that the **intruder alarm system** is set a keyholder shall attend the **premises** within 20 minutes

#### Definitions specific to this condition

##### **Intruder alarm system**

means the component parts including the means of communication used to transmit signals

##### **Keyholder(s)**

means **you** or any person or keyholding company authorised by **you** who is available at all times to accept notification of faults or alarm signals relating to the **intruder alarm system** and attend and allow access to the **premises**



# 1 Property damage

## 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

### ***Buildings***

means the buildings at the ***premises*** including

- (a) landlord's fixtures and fittings
- (b) outbuildings storage tanks walls gates and fences
- (c) 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
- (d) aerials and satellite dishes fixed to the buildings
- (e) the following items fixed to the buildings
  - (i) wind turbines less than 10kW generating capacity
  - (ii) solar panels less than 50kW generating capacity
  - (iii) photovoltaic panels less than 50kW generating capacity subject to a limit of £20,000 in the aggregate for all claims in the period of insurance
- (f) yards car parks roads and pavements
- (g) artificial playing surfaces tennis courts swimming pools and associated apparatus
- (h) fixed glass and sanitary fixtures

Excluding

- (i) bridges land piers jetties excavations and marquees

- (ii) natural or artificial
  - (a) water courses
  - (b) confines of any body of standing water including but not limited to
    - (1) dams reservoirs culverts canals moats rivers and lakes
    - (2) any man-made elements attaching to or forming part of such structures
- (iii) property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure except as specifically provided for by the Minor contract works extension unless more specifically mentioned in this policy or its schedule

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

### ***Computer equipment***

means computer equipment including PCs printers scanners and other ancillary equipment contained in the buildings of the ***premises*** and elsewhere as stated in this policy and the schedule

### ***Contents***

means nursery and other business equipment plant machinery furniture fixtures and fittings stock personal effects and all other contents all belonging to ***you*** or for which ***you*** are legally responsible and contained in the ***premises*** including its grounds and elsewhere as stated in this policy and the schedule

Contents includes the following property only to the extent stated

- (a) the cost of materials labour and computer time in reproducing
  - (i) documents manuscripts and business books
  - (ii) patterns models moulds plans and designs

- (iii) computer systems records for an amount not exceeding 5% of the sum insured by the item on contents but not any cost in connection with producing information to be recorded or for the value to **you** of the information contained therein

- (b) prints paintings drawings pieces of tapestry sculptures or other works of art up to £5,000 any one article

Contents excludes

- (i) **computer equipment**
- (ii) landlord's fixtures and fittings
- (iii) cash or money instruments of any description whether negotiable or non-negotiable
- (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 property more specifically insured

#### **Insured event(s)**

means any insurable event (from 1 Fire lightning and explosion to 17 Glass and sanitary fixtures) set out as included in the schedule to this policy

#### **Item(s) insured**

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

#### **Personal effects**

means whilst contained in the **premises** including its grounds the clothing and personal effects of the following

- (a) directors and partners
  - limit £500 per person
- (b) employees and **authorised volunteers**
  - limit £500 per person
- (c) **nursery children**
  - limit £100 per child

Personal money is also insured up to £100 or an additional 20% of the limit per person applicable whichever is the lower

Personal effects excludes bankers' cards credit and debit cards and any effects otherwise insured

#### **Tenant's improvements**

means improvements and decorations at the **premises** which are **your** property or for which **you** are responsible

### **Cover**

**We** will indemnify **you** (by payment up to the value of the **item(s) insured** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **item(s) 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 in all the total sum insured

### **Insurable events**

#### **1 Fire lightning and explosion**

##### **Fire**

(whether resulting from explosion or otherwise) not occasioned by or happening through

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

shall be the subject of a policy or other contract providing the required inspection service

- (b) **damage** by fire resulting from explosion
- (c) **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

- (a) **damage** occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority
- (b) **damage** resulting from cessation of work
- (c) **damage** occurring in Northern Ireland

## 4 Malicious persons

Malicious persons not acting on behalf of or in connection with any political organisation

excluding

- (a) **damage** occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority
- (b) **damage** resulting from cessation of work
- (c) **damage** occurring in Northern Ireland
- (d) **damage** by theft or attempted theft or by risks described in Insurable event 1 – Fire lightning and explosion
- (e) **damage** in respect of any building which is **unoccupied**
- (f) **damage** arising from deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software

- (g) **damage** to moveable property in the open except as specifically provided for in the Property in the open grounds of the premises extension of this section

## 5 Earthquake

## 6 Subterranean fire

## 7 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 grounds of the premises extension of this section

## 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 grounds of the premises extension of this section

## 9 Escape of water

Escape of water from any tank apparatus or pipe including **damage** to any water tank apparatus or pipe itself caused by freezing of water excluding **damage** in respect of any building which is **unoccupied**

## 10 Impact

Impact with the property insured by any road vehicle or animal

## 11 Falling trees

Falling trees other than as a result of felling lopping or topping

## 12 Falling aerials

Breakage or collapse of television and radio receiving aerials aerial fittings and masts

## 13 Escape of oil

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

## 14 Accidental damage

Any other accidental **damage** excluding

- (a) **damage** which is specifically included or excluded elsewhere under this section
- (b) **damage** to the property insured caused by or consisting of inherent vice latent defect 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) (i) **damage** caused by or consisting of corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish
- (ii) **damage** consisting of
  - (a) 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
  - (b) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (d) **damage** caused by or consisting of
  - (i) acts of fraud or dishonesty
  - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (e) **damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software
- (f) **damage**
  - (i) to a **building** or structure caused by its own collapse or cracking
  - (ii) in respect of moveable property in the open fences and gates by wind rain hail sleet snow or dust
  - (iii) to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair

## 15 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 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 affecting 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 applicable to this insurable event

**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

## 16 Theft or attempted theft

Theft or attempted theft excluding

- (a) **damage** in respect of any **building** which is **unoccupied**
- (b) **damage** arising where **you** or any member of **your** household or any of **your** partners or employees are concerned as principal or accessory
- (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 moveable property in the open except as specifically provided for in the Property in the open grounds of the premises extension of this section
- (e) **damage** to the **buildings** as a result of theft or attempted theft

## 17 Glass and sanitary fixtures

Accidental breakage 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** to glass sanitary fixtures or signs already damaged at the commencement of the insurance
- (ii) disfiguration or **damage** to glass not extending through the entire thickness of the glass
- (iii) breakage at any building which is **unoccupied**
- (iv) breakage of glass while not fixed



- (v) breakage occasioned by or traceable to alterations to the **premises** or in the glass whereby the risk of breakage is increased
- (vi) **damage** to bulbs or tubes unless the signs in which they are contained are damaged at the same time
- (vii) **damage** which is specifically included or excluded elsewhere under this section

## Extensions

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

### 1 Non-invalidatio

The cover by this section shall not be invalidated by any act or omission or any alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control provided that on becoming aware of this **you** give notice to **us** as soon as is reasonably possible and pay 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 European Union and Public Authorities

including undamaged portions

If the **buildings** are insured such additional cost of reinstatement of the destroyed or damaged property 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 byelaws of any public authority

(hereinafter referred to as 'the Stipulations')

excluding

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

## Special conditions applicable this to 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 thereby 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
  - (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 in so far as they may be expressly varied shall apply as if they had been incorporated herein

## 6 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

- (i) 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
- (ii) **you** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance thereon and pay such additional premium as may be required from inception of the cover

## 7 Spontaneous heating

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

## 8 Emergency services damage to the grounds

**Damage** caused by the emergency services to the grounds of the **premises** for which **you** are responsible

Limit

£5,000 any one claim

## 9 Metered water

The additional metered water charges incurred by **you** arising from escape of water following **damage** to the water or heating systems located in or serving the **premises** provided **we** have accepted a claim for such **damage** to the system under this policy

Limit

£5,000 in any one period of insurance

## 10 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 **building** is not insured elsewhere for the benefit of the purchaser
- (b) the purchaser complies with and is bound by the terms of the policy

## 11 Temporary removal

**Contents** and **computer equipment** 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**

## 12 Damage to the buildings by theft

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

The insurance extends to include

- (a) If **buildings** are insured repairs to the **buildings** following 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 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** or **computer equipment** or **personal effects** 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 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

### 13 Theft of keys

only applicable if insurable event 16 – Theft or attempted theft – is operative

If **contents** are insured the reasonable cost necessarily incurred in gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** following the loss of keys by theft

Limit  
£2,500 any one period of insurance

### 14 Property in the open grounds of the premises

The cover for **contents** includes such property whilst in the grounds of the **premises** but excludes as far as moveable property is concerned insurable event 4 (malicious persons) 7 (storm) 8 (flood) and 16 (theft or attempted theft)

However the exclusion of such events shall not apply to groundsmen's equipment provided that any mechanically or electrically driven equipment is immobilised when not in use and subject to a limit of £5,000 any one period of insurance

In addition cover for all **insured events** is provided for

- (a) Fixed play equipment floodlighting security equipment signs and nameplates subject to a limit of £5,000 any one period of insurance
- (b) Unfixed play equipment during business hours subject to a limit of £5,000 any one period of insurance
- (c) School signage positioned outside but in the immediate vicinity of the **premises** subject to a limit of £5,000 any one period of insurance

### 15 Hired-in property

**Damage** by an **insured event** to **contents** and **computer equipment** hired-in or on temporary loan for the purposes of the **business** and for which **you** are responsible

Limit  
10% of the relevant sum insured for **contents** or **computer equipment** any one period of insurance

### 16 Freezer contents

The **contents** of chill or deep freeze units as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes up to a limit of £2,500 for the contents of any one unit and £10,000 in total in any one period of insurance

The insurance by this extension includes the necessary and reasonable cost of hiring temporary alternative freezing space if incurred

### 17 Trace and access

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

Limit  
£50,000 any one claim

### 18 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

## 19 Temporary accommodation for resident staff

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

If the **premises** are made uninhabitable by an **insured event** under this section **we** will pay the reasonable additional cost for temporary accommodation for **you** and **your** resident staff and members of **your** family permanently residing at the **premises** including the cost of temporary storage of **your** furniture and the cost of kennel accommodation for **your** domestic cat(s) or dog(s) whilst the **premises** are restored to a habitable condition

Limit

£15,000 any one period of insurance

## 20 '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 all claims in any one period of insurance

£1,000 any one item of **contents** or **computer equipment**

£250 any one item of **personal effects**

£500 any one person in respect of **personal effects**

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 on the schedule) other than at out of school clubs or holiday schemes more specifically mentioned in the policy by any cause other than

- (a) **damage** to the **item insured** caused by or consisting of inherent vice latent defect 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

- (b) **damage** caused by or consisting of corrosion rust wet or dry rot 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** 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
- (f) **damage** by malicious persons theft storm or flood to moveable property left in the open

## 21 Extinguisher and alarm re-setting expenses

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

## 22 Minor building works

(this extension only applies if the **buildings** are insured under the section against all of the **specified perils** as defined below)



### Explanatory notes (not forming part of the policy)

1. If you have decided not to include the Terrorism section under this policy then the full insurance requirements of the building contract may not be met. We may be able to extend your insurance to include Terrorism or you can ask your architect to reduce the requirements of the building contract with the agreement of all parties.
2. Please remember that if your policy is not renewed with us there will be no cover for the building works if they should continue beyond the period of cover.

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

### Definitions specific to this extension

#### Contract(s)

means any contract or contracts with **you** as an employer for the repair alteration or extension of the **buildings**

#### Contractor(s)

shall have the meaning attached to them in the **contract**

#### 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 or earthquake

### Cover

Contingent upon **you** giving **us** advance notification this section extends to cover **your** insurance obligations under Clause 5.4b of the 2007 JCT Minor Works Building contract in respect of repairs alterations and/or extensions to existing building structures (or any similar **contract** with **our** agreement)

**Our** liability under this extension for any one **contract** or series of **contracts** relating to any one project at the **premises** shall not exceed £100,000

For the purposes of this extension and for the period of the **contract** the insurance for

- (a) the existing structures and
- (b) any **contents** for which **you** are responsible and the works and unfixed materials and goods intended for incorporation in the works

is considered to be in the joint names of **you** and the **contractor** but only in respect of **damage** by any **specified perils** **you** are obliged to insure against under the terms of the **contract** and provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured

### 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

### Maintenance and defects liability period

**We** will indemnify **you** for **damage** to the permanent works or any part thereof occurring during any maintenance or defects liability period not exceeding

12 months duration specified in the conditions of **contract** but only in respect of **damage** for which **you** are liable

- (a) arising from a cause occurring prior to the commencement of the maintenance period
- (b) occasioned by **you** in course of operations carried out by **you** for the purpose of complying with **your** obligations under the maintenance conditions of the **contract**

**Our** maximum liability shall not exceed 10% of the contract sum insured

### Exclusions applicable to this extension

**We** shall not be liable for

- (a) the first £250 of each and every claim under this extension
- (b) builder's plant tools and equipment
- (c) **damage** by any event which **you** are not obliged to insure against under the terms of the **contract**
- (d) **damage** to any property which already existed at the time of the commencement of the **contract**
- (e) penalties under the **contract** for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension

## 23 Clearing of drains

The reasonable costs incurred by **you** for cleaning 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

## Memoranda

### 1 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 property insured under this section (but excluding bed linen stock and **personal effects**) 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 memoranda

- 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 exceeds its sum insured at the time of reinstatement 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 in so far as they are varied hereby
- (b) where claims are payable as if this memorandum had not been incorporated

## 2 Index-linking

The sum insured 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

## 3 Underinsurance

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each item 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

## 4 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) consequential loss of any kind
- (2) **damage** caused by pollution or contamination 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 14 Accidental damage
  - (b) any of the **insured events** other than 14 Accidental damage hereby insured against which itself results from pollution or contamination
- (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

- (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

**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**

## 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 steam boilers steam pipes steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) inside such boilers or equipment
- (e) ***damage*** to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) 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 requiring periodic renewal
- (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

#### **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 £100,000 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

£100,000 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 extension 3
- Increased cost of working

### 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 for the current period of insurance **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

£6,000 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

£15,000 any one period of insurance

## 7 European Union and Public Authorities

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

Limit

£15,000 any one period of insurance

## 8 Loss avoidance measures

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

Provided that

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

Limit

£5,000 any one period of insurance

## Memorandum

### 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 unless such **damage** results from an **accident**
  - (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) extension 4 Business interruption 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
- (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

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

#### **Annual revenue**

means the **revenue** during the 12 months immediately before the date of the **damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**

#### **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 as defined under 'Cover' of this section

#### **Indemnity period**

means the period beginning with the occurrence of the **damage** and ending not later than the expiry of the maximum indemnity period specified in the schedule thereafter during which the results of the **business** shall be affected in consequence of the **damage**

#### **Insured events**

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

#### **Revenue**

means the money paid or payable to **you** for services rendered in the course of the **business** at the **premises** less the cost of consumable goods

#### **Standard revenue**

means the **revenue** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** appropriately adjusted where the **indemnity period** exceeds 12 months to which such adjustments shall be made as may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**

## Cover

If any building or other property used by **you** at the **premises** specified in the schedule for the purpose of the **business** is destroyed or damaged during the period of insurance by any of the **insured events** (destruction or damage so caused being termed **damage**) and the **business** carried on by **you** at the **premises** is in consequence interrupted or interfered with

**We** will pay to **you** in respect of each item in the schedule the amount of loss occurring during the **indemnity period** resulting from such **damage** in accordance with the terms of this section

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 shall be an insurance in force covering **your** interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made under such insurance solely owing to the operation of an **excess**)

### **Amount payable**

#### *Revenue items*

The insurance under this section in respect of **revenue** is limited to (a) loss of **revenue** and (b) increase in cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

- (a) in respect of loss of **revenue** the amount by which the **revenue** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard revenue**

- (b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **revenue** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the business payable out of **revenue** as may cease or be reduced in consequence of the **damage**

Provided that

if the sum insured by this item be less than the **annual revenue** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) the amount payable shall be proportionately reduced

### **Amount payable**

#### *Additional increase in cost of working item*

The insurance under this section in respect of additional increase in cost of working is limited to such further additional expenditure occurring during the **indemnity period** beyond that recoverable under **revenue** as may be reasonably incurred in order to minimise any interruption or interference with the **business** or undertaking during the **indemnity period**



**Amount payable****Additional cost of working items**

The insurance under this section in respect of additional cost of working occurring during the **indemnity period** is limited to additional cost of working and the amount payable as indemnity shall be

The additional expenditure including

- (a) the cost of moving to and from temporary premises and the additional rent rates and taxes thereon
- (b) expenses incurred in equipping temporary premises to make them suitable for **your business**
- (c) additional cost in respect of lighting heating and water
- (d) additional cost in respect of additional staff and overtime and allowances to existing staff

all reasonably incurred in order to minimise any interruption or interference with the **business** or undertaking during the **indemnity period**

**Alternative trading clause**

If during the **indemnity period** services shall be rendered or accommodation and food and drink shall be supplied 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 in respect of such services or supplies shall be brought into account in arriving at the **revenue** during the **indemnity period**

**Professional accountants' charges**

Any particulars or details contained in **your** books of account or other business books or documents which may be requested by **us** under Claims condition 3 for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for **you** and their report shall be prima facie evidence of the particulars and details to which such report relates

**We** will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by **us** under the terms of Claims condition 3

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this section shall in no case exceed the sum insured

**Payments on account**

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

## Extensions

The insurance by this section is extended to cover loss as insured hereunder directly resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of the following

Unless specifically stated otherwise these extensions do not increase **our** liability as stated under the 'Cover' paragraph 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 restriction of use of less than four hours
- (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

Provided that

**our** liability in respect of 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 the electricity supply undertaking

- (b) land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- (c) water works or pumping station of the water supply undertaking
- (d) land-based premises of the telecommunications undertaking from which **you** obtain electricity gas water or telecommunications services

Provided that

**our** liability under this extension in respect of 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 any of **your** suppliers or storage sites within the **geographical limits** (but excluding the premises of any supply undertaking from which **you** obtain electricity gas or water or telecommunications services) up to a limit of £15,000 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** up to a limit of £15,000 any one incident

### 5 Book debts

If following **damage** to **your** books of account or other business books or 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 in the following terms

- (a) **We** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced in respect of such balances
- (b) **We** will pay for the 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 condition of trade or from bad debts

The most **we** will pay under this extension is £50,000 (plus any additional book debts sum insured shown in the schedule) any one period of insurance

### Special condition applicable to this extension

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

## 6 Failure of supply

Failure of the supply of electricity gas or water at the terminal ends of the supply undertaking's feeder at the **premises** from any cause other than the deliberate act of the supply undertaking in withholding or restricting supply

Limit  
£5,000 any one incident

## 7 Failure of telecommunication services

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

Limit  
£5,000 any one incident

## 8 Specified disease murder food poisoning defective sanitation vermin

- (a) any occurrence of a **specified disease** at the **premises** or within a radius of 25 miles of 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

1. **We** shall not be liable under this extension for any costs incurred in the cleaning repair replacement recall or checking of property
2. **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
3. **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 twelve months thereafter
4. 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

## 9 Excursions

Fatal injury to **nursery children** arising directly out of a road traffic accident whilst travelling on a motor vehicle excursion organised and under the supervision of the **insured** or an authorised employee

Limit  
 £25,000 any one incident

## 10 Bomb scare

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

Limit  
 £5,000 any one incident

## 11 Suspension costs

The indemnity by this section is extended to cover the cost of wages paid to temporary employees hired solely to replace members of staff who have been suspended in accordance with OFSTED regulations (or the regulations of any other registered authority) as a direct consequence of an accusation of child abuse

Limit  
 £2,500 any one period of insurance

## 12 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 extension 13  
Computers – Increased cost of working

### 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

### 13 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

## Memorandum

### Index-linking

The sum insured for each revenue item insured under this section shall be adjusted in accordance with a suitable index selected by **us**

The annual renewal premium will be amended accordingly

## Special condition

### Premium adjustment clause

If the **revenue** earned (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) during the financial year of 12 months most nearly concurrent with any period of insurance as certified by **your** auditors 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 in respect of the difference

If any **damage** shall have occurred giving rise to a claim under this section such return shall be made in respect only of so much of the said difference as is not due to such **damage**

## 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

#### **Asbestos**

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

#### **Bodily injury**

means bodily injury death disease or illness

#### **Business**

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

- (a) the ownership repair and maintenance of **your** property and premises
- (b) the provision of catering social sports and welfare facilities for **employed persons** and first aid medical and ambulance services
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by **you**

- (d) private work undertaken by an **employed person** with **your** prior consent for a director partner or **employee of yours**
- (e) participation in trade shows or exhibitions within the European Union 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 any 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** from any **premises** within the **geographical limits**

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 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 partner or **employee** of **yours** in respect of private work carried out with **your** prior consent by an **employed person** for such director 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

### 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

## Extensions

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

### 1 Unsatisfied court judgements

Where a judgement for damages has been obtained

- (a) by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**
- (b) in any court situated within the **geographical limits**
- (c) against any company or individual operating from premises within the **geographical limits**
- (d) which remains unsatisfied in whole or in part six months after the date of 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 their 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

### 2 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 policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

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

Any **employee** £250

## 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 right of air light water or way

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

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

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

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

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

shall not exceed the limit of indemnity shown in the schedule

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

### Exclusions

No indemnity will be provided in respect of

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

This exclusion will not apply in respect of

- (a) personal effects including vehicles and their contents belonging to **nursery children employees** directors 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 battery powered wheelchairs and mobility scooters
    - (ii) the use of plant as a tool of trade on site
    - (iii) the use of plant at **your** premises
    - (iv) the loading or unloading of any vehicle
    - (v) 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 nine metres in length whilst operated on inland waterways or within three 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 for a fee or for which a fee would normally be charged
- (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 the 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) where upon discovery of **asbestos** all work immediately stops and
  - (d) a HSE licensed **asbestos** removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- (15) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
- (16) any liability arising from **damage to property** where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause
- (17) any loss damage cost or expense
- (a) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (b) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**
- If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

## 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 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 policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

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

Any **employee** £250

### 3 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**

### 4 Data Protection

#### Definition specific to this extension

#### **Data protection legislation**

means the Data Protection Act 2018 or any subsequent legislation that specifically replaces this act

**We** will indemnify **you** against **your**

- (a) legal liability to pay damages and **legal costs** for material and non-material damage
- (b) defence costs and prosecution costs awarded against **you**

resulting from any breach or alleged breach of **data protection legislation** happening during the period of insurance arising out of the conduct of **your business**

**We** will not provide any indemnity in respect of

- (i) the payment of fines penalties punitive or exemplary damages
- (ii) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- (iii) liability arising from or caused by a deliberate or intentional act or omission by **you**
- (iv) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension
- (v) legal liability where indemnity is provided by any other insurance



In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim is first made against **you** in the period of insurance in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for

- (1) claims not insured by this extension
- (2) any claim or notice notified later than twenty-eight days after receipt of such claim or notice

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

- (a) shall not exceed the limit of indemnity shown on the schedule
- (b) shall not exceed £100,000 any one claim and in the aggregate any one period of insurance

## 5 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

## 6 Nursery Nurse professional risk

**We** will indemnify **you** in respect of **your** liabilities arising from accidental **bodily injury** to or death illness or disease of any **nursery children** happening during the period of insurance within the **geographical limits** caused by or alleged to be caused by error or omission in the provision of professional services of Nursery nursing subject to a limit of £2,000,000 in respect of any one claim

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

### Liability section extensions

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

#### Corporate manslaughter defence costs

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

Provided that

- (a) **our** liability under this extension shall not exceed £1,000,000 in any one period of insurance  
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- (b) if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section
- (c) where **we** have already provided an indemnity in respect of any legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same event or occurrence 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) **you** shall notify **us** immediately about any summons or other process served upon **you** which may give rise to a claim under this extension
- (f) 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 any deliberate act or omission of the **insured** or any partners directors or managerial employees of the **insured** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

### Prosecution defence costs

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

- (a) **legal costs** and expenses incurred with **our** written consent
- (b) costs awarded against **you** in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of

- (i) the Health & Safety at Work etc. Act 1974
- (ii) Part II of the Consumer Protection Act 1987
- (iii) The Food Safety Act 1990 alleged to have been committed during the period of insurance in connection with the **business**

## Exclusions

**We** will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section
- (c) in respect of fines or penalties of any kind
- (d) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
- (e) where the proceeding have resulted from any deliberate act or omission by
  - (i) **you** or any director 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 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 through 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 teams and explain what to do next.

Please notify DAS as soon as possible of your potential claim. We will not pay any legal costs that you may have incurred through contacting a lawyer, accountant or anyone else prior to DAS' acceptance of a claim.

#### **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, company number 103274. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Website: [www.das.co.uk](http://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 (registered number 423113).

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

### **DAS Data Protection**

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company Limited (DAS), who are committed to processing the insured person's personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including the insured person's name, address, date of birth, email address and, on occasion, dependent on the type of cover the insured person has, sensitive information such as medical records. This is for the purpose of managing the insured person's products and services, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain the insured person's personal information either directly from them, the third party dealing with the insured person's claim or from the authorised partner who sold them the policy.

### Who DAS are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the insured person's personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### How DAS will use your information

DAS may need to send the insured person's information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the insured person to ask for their feedback, or members of the DAS UK Group. If the insured person's policy includes legal advice DAS may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the insured person has, their information may also be sent outside the EEA so the service provider can administer their claim.

DAS will take all steps reasonably necessary to ensure that the insured person's data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the insured person's personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the insured person's data with other

organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via their website.

### What is DAS' legal basis for processing your information?

It is necessary for DAS to use the insured person's personal information to perform their obligations in accordance with any contract that they may have with the insured person. It is also in their legitimate interest to use the insured person's personal information for the provision of services in relation to any contract that they may have with you.

### How long will your information be held for?

DAS will retain the insured person's personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you wish to request that DAS no longer use the insured person's personal data, please contact DAS at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### What are your rights?

The insured person has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them

- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer

DAS Legal Expenses Insurance Company Limited

DAS House

Quay Side

Temple Back

Bristol

BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## How to make a complaint

If the insured person is unhappy with the way in which their personal data has been processed, the insured person may in the first instance contact the Data Protection Officer using the contact details above.

If the insured person remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

[www.ico.org.uk](http://www.ico.org.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

### ***Appointed representative***

means the ***preferred law firm or tax consultancy*** law firm accountant or other suitably qualified person ***we*** will appoint to act on the ***insured person's*** behalf in accordance with the terms of this section

### ***Charity Commission enquiry / enquiries***

means an investigation carried out by the Charity Commission into the ***Insured's*** business accounts

### ***Costs and expenses***

means

(1) All reasonable and necessary costs chargeable by the ***appointed representative*** and agreed by ***DAS*** in accordance with the ***DAS Standard Terms of Appointment***

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

### ***Countries covered***

means

For ***insured event*** 2 – Legal defence (excluding 2(f) – Statutory notice appeals) and ***insured event*** 6(b) – Personal injury The European Union the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Gibraltar Iceland Liechtenstein Macedonia Monaco Montenegro Norway San Marino Serbia Switzerland and Turkey

For all other ***insured events***

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

**DAS**

means DAS Legal Expenses Insurance Company Limited

**DAS Standard Terms of Appointment**

means the terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim which could include a conditional fee agreement (no win no fee)

Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour

This amount may vary from time to time

**Date of occurrence**

means

- (1) For civil cases (other than under **insured event 7** – Tax protection) the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause the **date of occurrence** is the date of the first of these events (This is the date the event happened which may be before the date **you** or an **insured person** first became aware of it)
- (2) For criminal cases the date the **insured person** began or is alleged to have begun to break the law
- (3) For **insured event 2(e)** – Legal defence Formal investigations and disciplinary hearings the date when an **insured person** first receives formal notice of such investigation or disciplinary hearing
- (4) For **insured event 2(f)** – Legal defence Statutory notice appeals the date when the **insured person** is issued with the relevant notice and has the right to appeal
- (5) For **insured event 3** – Statutory licence appeal the date 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

- (6) For **insured event 7** – Tax protection the date when HM Revenue & Customs or the relevant authority first notifies the **Insured** of its intention to carry out an enquiry. For **VAT disputes** or **employer compliance disputes** the date the dispute arises following the issue of an assessment written decision or notice of a civil penalty
- (7) For **insured event 7 (b)** – Tax protection for **Charity Commission enquiries** the date the **Insured** receives notification from the Charity Commission that they are to conduct an investigation

**Employer compliance dispute(s)**

means a dispute with HM Revenue & Customs concerning the **Insured's** compliance with Pay As You Earn Social Security Construction Industry or IR35 legislation and regulations

**Insured event(s)**

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

**Insured person**

means

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



**Limit of indemnity**

means the most **we** will pay in **costs and expenses** and any compensation awards payable by **us** for all claims resulting from one or more events arising at the same time or from the same originating cause

Please refer to the policy schedule for this amount

The most **we** will pay for the total of all compensation awards in respect of employment disputes in any one **period of insurance** shall not exceed £1,000,000

This aggregate limit will form part of and not be in addition to the **limit of indemnity**

**Period of insurance**

means the period for which **we** have agreed to cover the **Insured**

**Preferred law firm or tax consultancy**

means a law firm barristers' chambers or tax expert **DAS** choose to provide legal or other services

These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **DAS'** agreed service standard levels which they audit regularly

They are appointed according to the **DAS Standard Terms of Appointment**

**Reasonable prospects**

means

- (1) For civil cases the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **DAS** has agreed to including an enforcement of judgment) make a successful defence or make a successful appeal or defence of an appeal must be at least 51%  
**DAS** or a **preferred law firm or tax consultancy** on **DAS'** behalf will assess whether there are **reasonable prospects**

- (2) For criminal cases there is no requirement for there to be prospects of a successful outcome however for appeals the prospects of a successful outcome must be at least 51%

**Tax enquiry**

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

- (i) includes a request to examine any aspect of the **Insured's** books and records or
- (ii) advises of a check of the **Insured's** whole tax return

**VAT dispute(s)**

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

## Cover

**We** will indemnify the **Insured** (or where specified the **insured person**) in respect of any **insured event** shown as included in the schedule arising in connection with the **business** subject to the terms conditions exclusions and limitations set out in this policy provided that

- (a) **reasonable prospects** exist for the duration of the claim and
- (b) the **date of occurrence** of the **insured event** happens during the **period of insurance** or
- (c) the **date of occurrence** of the **insured event** happens during the currency of a previous equivalent legal expenses insurance policy provided that
  - the previous legal expenses insurance policy required the **Insured** to report claims during its currency

- the **Insured** could not have notified a claim previously as they could not have reasonably been aware of the insured incident
  - cover has been continuously maintained in force
  - **we** will not cover any claim that should have been reported under a previously operative legal expenses insurance policy
  - the available **limit of indemnity** shall be limited to the lesser of the sums payable under this or **your** previous policy and
- (d) the **insured event** happens within the **countries covered** and
- (e) any legal proceedings or investigation will be dealt with by one of the following within the **countries covered**
- a court
  - an employment tribunal or employment appeal tribunal
  - an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court
  - the Equality and Human Rights Commission or the Equality Commission for Northern Ireland
  - any other body which replaces any of the above or which **DAS** agree to
- (2) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm or tax consultancy**  
(The amount **we** will pay a law firm where acting as an **appointed representative** is currently £100 per hour - this amount may vary from time to time)
- (3) in respect of an appeal or the defence of an appeal the **Insured** must tell **DAS** within the time limits allowed that they want to appeal  
Before **we** pay the **costs and expenses** for appeals **DAS** must agree that **reasonable prospects** exist
- (4) in respect of an enforcement of judgment to recover money and interest due to the **Insured** after a successful claim under this section of the policy **DAS** must agree that **reasonable prospects** exist
- (5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **we** will pay in **costs and expenses** is the value of the likely award
- (6) in respect of **insured event** 2(g) – Legal defence Jury service and court attendance the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the **Insured** court or tribunal pays to them

### What we will pay

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

- (1) the most **we** will pay for **costs and expenses** including compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the **limit of indemnity** in the policy schedule

## What we will not pay

- (1) In the event of a claim if the **Insured** decides not to use the services of a **preferred law firm or tax consultancy** the **Insured** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**
- (2) The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT)  
If the **Insured** is using a **preferred law firm or tax consultancy** the **Insured** will be asked to pay this within 21 days of their claim having been assessed as having **reasonable prospects**  
If the **Insured** is using their own law firm this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**)  
If the **Insured** does not pay this amount the cover for the claim could be withdrawn

## Insured events

### 1 Employment disputes and compensation awards

#### (a) Employment disputes

**Costs and expenses** to defend the **Insured's** legal rights

- (1) before the issue of legal proceedings in a court or tribunal
  - (i) following the dismissal of an employee or
  - (ii) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure
- (2) in any unfair dismissal dispute under the ACAS Arbitration Scheme or
- (3) in legal proceedings in respect of any dispute relating to
  - (i) a contract of employment with the **Insured** or
  - (ii) an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation

#### Exclusions

- (i) Employee internal disciplinary or grievance procedures
- (ii) Any claim in respect of damages for personal injury or loss of or damage to property
- (iii) Any claim arising from or relating to Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations

#### (b) Compensation awards

Where **DAS** have accepted a claim under **insured event 1(a)** **we** will pay up to the **limit of indemnity** for the following

- (1) any basic and compensatory award and/or
- (2) an order for compensation or damages 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
  - (i) followed the ACAS Code of Disciplinary and Grievance Procedures or
  - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
  - (iii) sought and followed advice from **DAS' Legal Advice Service** (0345 268 9124)
- (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 advice from **DAS'** legal advice service since the date when the **Insured** knew or 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 advice from **DAS'** Claims Department before starting any redundancy process or procedure with employees
- (4) the compensation is awarded by a court or tribunal or through ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **DAS**

#### Exclusions

- (i) Any compensation award relating to the following
  - (a) Trade union activities trade union membership or non-membership
  - (b) Pregnancy or maternity rights paternity parental or adoption rights
  - (c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
  - (d) Statutory rights in relation to trustees of occupational pension schemes
- (ii) Non-payment of money due under a contract of employment or a statutory provision
- (iii) Any award ordered because the **Insured** has failed to provide relevant records to employees under National Minimum Wage legislation
- (iv) Any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
- (v) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure

#### (c) Employee civil legal defence

**Costs and expenses** to defend the **insured person's** (other than the **Insured's**) legal rights if an event arising from their work as an employee leads to civil action being taken against them

- (1) under legislation for unlawful discrimination or
- (2) as trustee of a pension fund set up for the benefit of the **Insured's** employees

**We** will only provide cover for an **insured person** (other than the **Insured**) at the **Insured's** request

#### (d) Service occupancy

**Costs and expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by 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

**Costs and expenses** to defend the **insured person's** legal rights in respect of the following

#### (a) Criminal pre-proceedings cover

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

#### (b) Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

Provided that

- (1) for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies
- (2) **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** - please see Cover

**(c) Data protection**

If civil action is taken against the **insured person** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by

- (1) an individual  
**We** will also pay any compensation award up to the **limit of indemnity** in respect of such a claim
- (2) a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor  
**We** will not pay any compensation award in respect of such a claim

Provided that

- (1) in respect of (c)(1) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**
- (2) **we** will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body

**(d) Wrongful arrest**

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**

**(e) Formal investigations and disciplinary hearings**

In representing the **insured person**

- (1) throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an **insured person**
- (2) throughout a formal investigation or disciplinary hearing conducted by any other relevant business association professional or regulatory body

**(f) Statutory notice appeals**

An appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the **Insured's** business

**We** will also pay for

**(g) Jury service and court attendance**

An **insured person's** absence from work

- (1) to perform jury service
- (2) to attend any court or tribunal at the request of the **appointed representative**

Provided that for each of the above sections of **insured event 2 – Legal defence** the **Insured** requests that **DAS** provides cover for the **insured person**

Exclusions

- (i) for (a) Criminal pre-proceedings cover any criminal investigation or enquiry by with or on behalf of HM Revenue & Customs
- (ii) for (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any claim relating to a parking offence
- (iii) for (c) Data protection cover any claims relating to
  - (1) the loss alteration corruption or distortion of or damage to stored personal data or
  - (2) a reduction in the functionality availability or operation of stored personal data

resulting from hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code computer virus or similar mechanism

- (iv) for (f) Statutory notice appeals cover
  - (1) any Statutory Notice issued by an **insured person's** regulatory or governing body
  - (2) any appeal against the imposition or terms of any Statutory Notice issued in connection with an **Insured's** licence mandatory registration or British Standard Certificate of Registration

### 3 Statutory licence appeal

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

#### Exclusions

- (i) Assistance with the application process either in relation to 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

**Costs and expenses** 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 (including VAT)

- (2) if the amount in dispute exceeds £5,000 (including VAT) the **Insured** must pay the first £500 of any claim  
If the **Insured** is using a **preferred law firm** the **Insured** will be asked to pay this within 21 days of the claim having been assessed as having **reasonable prospects** - if the **Insured** does not pay this amount cover could be withdrawn  
If the **Insured** is using their own law firm this will be within 21 days of their appointment following confirmation the claim has **reasonable prospects**
- (3) 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
- (4) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (including VAT)

#### Exclusions

- (i) Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the cover provided by this section
- (ii) Any claim relating to the following
  - (a) A dispute over the settlement amount payable under an insurance policy (**we** will cover a dispute if the **Insured's** insurer refused the **Insured's** claim but not for a dispute over the amount)
  - (b) The
    - sale
    - purchase
    - terms of a lease
    - licence
    - tenancy
 of land or buildings other than a dispute with a professional adviser in connection with these matters



- (c) A loan mortgage pension guarantee or any other financial product and choses in action
- (d) A motor vehicle owned by or hired 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

**Costs and expenses** in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services including enforcement of judgments

Provided that

- (1) the debt exceeds £250 (including VAT)
- (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 judgment if they are not satisfied that there are or will be sufficient assets available to satisfy judgement

## Exclusions

- (i) Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section
- (ii) Any claim relating to the following
  - (a) The settlement payable under an insurance policy
  - (b) The
    - sale
    - purchase
    - terms of a lease
    - licence
    - tenancy
 of land or buildings
  - (c) A loan mortgage pension guarantee or any other financial product and choses in action
  - (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 supply 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
- (v) Any dispute which arises from debts the **Insured** has purchased from a third party

## 6 Property protection and personal injury

### (a) Property protection

**Costs and expenses** in a civil dispute relating to material property which is owned by or the responsibility of the **Insured** provided that the **Insured** has established the legal ownership or right to the land that is the subject of the dispute following



- (1) any event which causes physical damage to such material property or
- (2) a legal nuisance (meaning any unlawful interference with the **Insured's** use or enjoyment of their land or some right over or in connection with it) or
- (3) a 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)
- (vii) The enforcement of a covenant by or against the **Insured**

#### (b) Personal injury

At the **Insured's** request **we** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them

#### Exclusions

Any claim relating to the following

- (i) Any illness or bodily injury that develops gradually
- (ii) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury

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

## 7 Tax protection

**Costs and expenses** to negotiate on behalf of the **Insured** and at the request of the **Insured** the directors trustees and partners of the **Insured** in the event that one of the following enquiries is undertaken in direct connection with the activities of the **business**

- (a) A **tax enquiry**
- (b) A **Charity Commission enquiry**
- (c) An **employer compliance dispute**
- (d) A **VAT dispute**

Provided that 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

#### Exclusions

Any claim

- (i) arising from a tax avoidance scheme
- (ii) caused by the failure to register for Value Added Tax or Pay As You Earn
- (iii) arising from any investigation or enquiries by with or on behalf of HM Revenue & Customs Special Investigation Section Special Civil Investigations Criminal Investigations Unit Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office
- (iv) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences
- (v) relating to import or excise duties and import VAT

## Conditions

- 1 (a) On receiving a claim if representation is necessary **DAS** will appoint a **preferred law firm or tax consultancy** as the **Insured's appointed representative** to deal with the **Insured's** claim  
They will try to settle the **Insured's** claim by negotiation without having to go to court
- (b) If the appointed **preferred law firm or tax consultancy** cannot negotiate settlement of the **Insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the **Insured** may choose a law firm or tax expert to act as the **appointed representative**  
**DAS** will choose the **appointed representative** to represent the **Insured** in any proceedings where **we** are liable to pay a compensation award
- (c) If the **Insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm or tax consultancy** **DAS** will give the **Insured's** choice of law firm the opportunity to act on the same terms as a **preferred law firm or tax consultancy**  
However if they refuse to act on this basis the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**  
The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour  
This amount may vary from time to time
- (d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim
- 2 An **insured person** must
  - (a) co-operate fully with **DAS** and the **appointed representative**
  - (b) give the **appointed representative** any instructions that **DAS** ask them to
- 3 (a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from **DAS**
- (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay further **costs and expenses**
- (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action  
In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle a claim in their name  
An **insured person** must allow **DAS** to pursue at **our** expense and for **our** benefit any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so
- 4 (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed assessed or audited if **DAS** ask for this
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered

- 5** If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason the cover **we** provide will end immediately unless **DAS** agree to appoint another **appointed representative**
- 6** If an **insured person** settles a claim or withdraws their claim without **DAS'** agreement or does not give suitable instructions to the **appointed representative** **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid
- 7** **DAS** may require the **Insured** to get at the **Insured's** own expense an opinion from an expert that **DAS** consider appropriate on the merits of the claim or proceedings or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **Insured** and **DAS**.  
Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence
- 8** If there is a disagreement between the **Insured** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure the **Insured** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts (details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **Insured** and **DAS**.

If there is a disagreement over the choice of arbitrator **DAS** will ask the Chartered Institute of Arbitrators to decide.

The arbitrator will decide who will pay the costs of the arbitration.

For example costs may be split between the **Insured** and **DAS** or may be paid by either the **Insured** or **DAS**.

- 9** An **insured person** must
- (a) keep to the terms and conditions of this section of the policy
  - (b) take reasonable steps to avoid and prevent claims
  - (c) take reasonable steps to avoid incurring unnecessary costs
  - (d) send everything **DAS** ask for in writing
  - (e) give **DAS** full and factual details of any claim and give **DAS** any information they need and
  - (f) report any claim to **DAS** within 180 days of the date the **insured person** should have known about the **insured event**
- 10** All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Exclusions

- 1** **Costs and expenses** incurred before the written acceptance of a claim by **DAS**
- 2** Fines penalties compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured event 1(b) – Compensation awards** and **insured event 2(c) – Legal defence**
- 3** Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- 4** Any claim relating to rights under a franchise or agency agreement entered into by the **Insured**
- 5** Any **insured event** deliberately or intentionally caused by an **insured person**
- 6** A dispute with **us** or **DAS** not otherwise dealt with under Condition 8 of this section
- 7** Any claim relating to a shareholding or partnership share in the **Insured's** business
- 8** **Costs and expenses** arising from or relating to judicial review coroner's inquest or fatal accident inquiry  
This exclusion does not apply to **insured event 6(b) – Personal injury**
- 9** Any legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**
- 10** Any claim where either at the start of or during the course of a claim
  - (a) the **Insured** is declared bankrupt
  - (b) the **Insured** has filed a bankruptcy petition
  - (c) the **Insured** has filed a winding-up petition
  - (d) the **Insured** has made an arrangement with the **Insured's** creditors
  - (e) the **Insured** has entered into a deed of arrangement
  - (f) the **Insured** is in liquidation
  - (g) part or all of the **Insured's** affairs or property are in the care or control of a receiver or administrator
- 11** Any claim relating to written or verbal remarks that damage the **insured person's** reputation
- 12** Any claim where an **insured person** is not represented by a law firm barrister or tax expert

## 6 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 total disablement** benefit is not payable

#### **Insured persons**

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

#### **Loss of eye(s)**

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

#### **Loss of limb(s)**

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

#### **Medical expenses**

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

#### **Money**

means current notes and coins nursery education vouchers cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed bankers 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 in **your personal custody** or the **personal custody** of a director or employee or representative of **yours** or in a bank night safe until the bank accepts responsibility

#### **Non-negotiable money**

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

**Other money**

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

**Permanent total disablement**

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

**Personal custody**

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

**Temporary partial disablement**

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

**Temporary total disablement**

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

**Cover A Money**

**We** will indemnify **you** in respect of loss of **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 or employees or representatives up to an amount of £500 per person arising in connection with theft or attempted theft of insured **money**

**3 Dishonesty of employee**

**We** will indemnify **you** against loss due to the dishonesty of any director or employee of the **Insured** provided that

- (i) such loss is not insured by a specific fidelity section or policy
- (ii) the loss is discovered within 14 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

## Exclusions

**We** shall not be liable in respect of loss

- (1) due to dishonesty of any director partner employee or **authorised volunteer** of the **Insured** other than as provided for by extension 3 of this section
- (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) from any gaming or vending machine unless shown otherwise in the schedule
- (6) due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money
- (7) in excess of the 'in any other circumstances' limit shown in the schedule of **other money** (other than **non-negotiable 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**
- (8) 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 condition

### Safe keys

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

### Cash escort

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

**£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 any attempt thereat **we** will pay the appropriate benefit

### Scale of benefits

The level of benefits are shown in the schedule

## Extensions

### Hospital benefit and dental expenses

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

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

## Exclusions

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

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

## Special conditions

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

## 7 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 total disablement*** benefit is not payable

#### ***Insured persons***

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 partial disablement***

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

#### ***Temporary total disablement***

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

### Cover

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

- (1) at any time if Cover A applies
- (2) arising out of and in the course of their employment by ***you*** (or in the case of ***nursery children*** whilst under ***your*** care) if Cover B applies

***we*** will pay the appropriate benefit

#### **Cover operative (A) or (B)**

As specified in the schedule

#### **Scale of benefits**

The level of benefits are shown in the schedule

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

- 1 Death**  
£2,500
- 2 *Loss of limb(s) or loss of eye(s)***  
£2,500
- 3 *Permanent total disablement***  
£2,500
- 4 *Temporary total disablement***  
£25 per week
- 5 *Temporary partial disablement***  
£2.50 per week
- 6 *Medical expenses***

Maximum of 15% of the total benefits payable under 4 or 5 above as appropriate

## Extension

### 1 Hospital benefit and dental 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** (or in the case of **nursery children** whilst under **your** care) if Cover B applies

**We** will pay

- (a) dental 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

Excluding any claim where **we** have accepted a Hospital benefit and dental expenses claim under the Money with assault section of this policy

## 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 such amount being in addition to any amount recoverable under the Property damage section

Excluding any claim where **we** have paid for personal effects under the Money with assault section of this policy

## Special conditions

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

## Exclusions

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

- (1) arising from
  - (a) any consequence of suicide or deliberate self-injury intemperance venereal disease 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 ought reasonably to have been within the knowledge and belief of the **insured person** or **you** at inception of this insurance or prior to the latest renewal thereof and which has not been declared to and accepted in writing by **us**
  - (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 excluded activities
- (2) 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**
- (3) sustained by any person after the expiry of the period of insurance in which that person attained the age of 70 years (unless declared otherwise in the schedule)

## 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

## 8 Loss of registration

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

### Cover

If during the period of insurance and from any cause outside **your** direct control the registration of the **Insured** or other persons which enables **you** to carry on the **business** as stated and at the **premises** as specified in the schedule is cancelled under the provisions of any legislation governing such registration

**We** will pay or make good to **you** all loss that **you** may sustain in respect of the depreciation in value of **your** interest in the **premises** covered by the cancellation of the registration

Provided always that

- (1) the total amount payable shall not exceed the sum insured for this section shown in the schedule
- (2) if **you** shall be entitled to obtain the payment of compensation under the provisions of any Act of Parliament in respect of the cancellation of the registration no claim shall arise under this section
- (3) no indemnity is afforded for any loss caused by cancellation of the registration where following any appeal or representation the registration of the **Insured** or any other persons is accepted so as to enable the continuation of the **business** as stated at the **premises**

### Exclusions

**We** shall not be liable for losses arising directly or indirectly from

- (1) the cancellation of the registration as a result of any scheme of town or country planning improvement or redevelopment or surrender or reduction or redistribution of registration in connection therewith
- (2) any alteration of the law affecting the grant surrender or cancellation of registrations
- (3) the bankruptcy or insolvency of **you** or of any other person registered in respect of the **business** at the **premises**

### Special conditions

#### 1 Notification to the Company

It is a **condition precedent to liability** that **you** shall on becoming aware of any

- (a) complaint against the **premises** or the control thereof
- (b) circumstances which may endanger the registration including without limitation proceedings against or conviction of the registered person 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 or management of the **premises** or of the registered person
- (d) alteration in the purpose for which the **premises** are used

immediately give notice to **us** in writing and supply such additional information and give such assistance as **we** may reasonably require

## 2 Claims – your duties

In the event of the registration being cancelled or **your** receiving notice of a proposal to cancel the registration **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 is or may be cancelled
- (b) apply at **your** own expense if required by **us** for the grant of such new registration for the same or alternative premises as may enable **you** to continue the **business** in a similar or alternative form
- (c) within 30 days of being so requested to do so by **us** provide at **your** expense a statement of **your** loss and such documents statements and accounts as may be fairly required by **us** to verify the same and also if required by **us** make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give **us** free access to the **premises** and the books and accounts thereof as may be necessary for ascertaining the depreciation in the value of the **premises**
- (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

## 3 Replacement of key persons

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 **you** shall where practicable procure a suitable person to replace him or her and if necessary apply to the Registration Authority for registration of that person

## 9 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 insured** used by **you** at the **premises** for the purpose of the **business**

#### **Computer systems**

means a computer or other equipment or component or system or item which processes stores transmits or receives **data**

#### **Data**

means data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

#### **Denial of service attack**

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

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**

#### **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 system** whether **your** property or not

#### **Losses**

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of **property insured** in the **territorial limits** the proximate cause of which is an **act of terrorism**

#### **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

1. the production or use of atomic energy
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy



and which involves or is capable of causing the emission of ionising radiations

3. the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

### ***Nuclear reactor***

means any plant (including any machinery equipment or appliance whether 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** made by means of misrepresentation or deception

### ***Property***

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is
  - a. a private dwelling house or
  - b. self-contained unit insured as part of a block of units i.e. a block of flats
 unless such property
  - i. is not insured in the name of a private individual
  - ii. is insured in the name of a **sole trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
  - iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by **us**) of the whole of such building

2. property including fine art collections which are the subject of
  - a. a trust of any kind or
  - b. an executorship of a will
 and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will
3. any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above

### ***Property insured***

means **property** which is insured under other sections of this policy

### ***Sole trader***

means

1. a self-employed individual registered as a sole trader with HM Revenue & Customs or
2. a private individual or individuals operating as a landlord and taxed as a business or
3. a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from **property insured**

### ***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 constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs **computer systems data** or operations whether involving self-replication or not

This includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

- b. 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
  - i. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
  - ii. the renewal premium due in respect of this section has been received by **us**

**Cover**

**We** will pay **you** for

1. damage to or the destruction of **property**
2. **business interruption** or book debts
3. loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property**

as insured by any other section of 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 is

1. not subject to
  - a. any of the General exclusions of this policy
  - b. any long term agreement or undertaking which may otherwise apply
  - c. any terms in this policy which provide for adjustments of premium
2. subject
  - a. otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section

**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** or book debts or loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event

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

1. the total sum insured or
2. for each item its individual sum insured or
3. 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. damage to or the destruction of any **computer system** or
  - b. any alteration modification distortion erasure or corruption of **data**

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**

## Extension for act of terrorism triggered by remote digital interference

### Definitions specific to this extension

#### **Property/Property insured**

means as defined in this section but also excludes for the purposes of this extension

- a. any money (including money as defined in any Money (or Money with assault) section of this policy) currency electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever and
- b. any **data**

#### **Specific events**

means fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any **computer system**

Exclusion 3. will not apply to **losses** provided that such **losses**

1. result directly (or solely as regards 3. c. below indirectly) from **specific events** and
2. are not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and
3. comprises
  - a. the cost of reinstatement replacement or repair in respect of damage to or destruction of **property insured** or
  - b. the amount of **business interruption** or book debts suffered directly by **you** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property insured** or as a direct result of denial prevention or hindrance of access to or use of the **property insured** by reason of an **act of terrorism** causing damage to or destruction of other **property** within one mile of the **property insured** to which access is affected or

- c. the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

Notwithstanding the exclusion of **data** from **property** and **property insured** to the extent that damage to or destruction of **property** and **property insured** within the meaning of sub-paragraph 1. above indirectly results from any alteration modification distortion erasure or corruption of **data** because the occurrence of one or more **specific events** results directly or indirectly from any alteration modification distortion erasure or corruption of **data** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **property** and **property insured** and otherwise falling within sub-paragraphs 1. and 3. above from being recoverable under this policy

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **data** be recoverable under this Terrorism section

### Condition

If **we** allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon **you**

Notwithstanding the above the burden of proof shall be upon **us** to prove or establish all the matters referred to in sub-paragraph 2. of the Extension for act of terrorism triggered by remote digital interference

# General information

## Complaint handling procedures

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  
Benefact House,  
2000 Pioneer Avenue,  
Gloucester Business Park,  
Brockworth, Gloucester,  
GL3 4AW, United Kingdom

Tel: 0345 777 3322

Fax: 0345 604 4486

Email: [complaints@ecclesiastical.com](mailto: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](mailto:customerrelations@das.co.uk)

## Our promise to you

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

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- 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](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://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](http://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 892 7301

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

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

# 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](http://www.fca.org.uk/register)**

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



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

Or visit us at

**[www.ecclesiastical.com](http://www.ecclesiastical.com)**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on 0345 777 3322. You can also tell us if you would like to always receive literature in another format.

