

policy document

EDUCATION INSURANCE – NURSERY



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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 will use your data

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

Fraud prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and

use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims. For further information on how we use your data and fraud prevention please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy

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.

Helplines

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

0800 474747

This is provided by Glassolutions Installations. If you suffer glass breakage insured under your policy you can call upon the services of Glassolutions Installations whose operatives will effect a rapid repair.

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

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

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

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

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

Please **DO NOT** telephone DAS to report a general insurance claim. Call your broker or Ecclesiastical.

Business assistance

0345 268 9124

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

At the telephoned request of an official of the business, DAS will provide legal advice on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice (commercial)

0345 268 9124

At the telephoned request of the Insured DAS will provide advice on any tax matters affecting the business, under the laws of the United Kingdom.

Counselling

0345 266 9667

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

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

Information services

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

From the Home Page click on the Employment manual icon. All the sections of this web-based document can be printed off for your own use.

Email DAS at marketing@das.co.uk

with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

DAS businesslaw

At www.dasbusinesslaw.co.uk you will find an online reference full of the sorts of letters, articles and forms that will help you run your business successfully.

DAS businesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, you will find the content provided by DAS businesslaw is updated regularly by legal experts to help you keep your business one step ahead.

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

When asked for your policy number, please insert your Ecclesiastical policy number and the password is **DAS472301**

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

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

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

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 of the **premises** including landlord's fixtures and fittings outbuildings walls gates and fences piping ducting cables wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of the **Insured's** responsibility yards car parks roads and pavements storage tanks artificial playing surfaces swimming pools and associated apparatus

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 and exclude land piers jetties bridges culverts and excavations

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 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 Act 1998

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

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

We will not provide any indemnity in respect of

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

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 by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).

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

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

0345 268 9124

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

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

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

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

DAS Head and Registered Office:

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

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

Website: www.das.co.uk

DAS Law Limited Head and Registered Office:

DAS Law Limited,
North Quay,
Temple Back,
Bristol BS1 6FL.

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

Website: www.daslaw.co.uk

Definitions

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

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

Appointed representative

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

Aspect enquiry/enquiries

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

Costs and expenses

means

(1) Legal costs

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

(2) Accountants costs

A reasonable amount in respect of all costs reasonably incurred by the **appointed representative**

(3) Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration court or tribunal hearing at the request of the **appointed representative** or as a defendant or while attending jury service. **We** will pay for each half or whole day that the court tribunal or the **insured person's** employer will not pay for. The amount **we** will pay is based on the following

- (a) The time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours
- (b) If the **insured person** works full-time the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages
- (c) If the **insured person** works part-time the salary or wages will be a proportion of the **insured person's** weekly salary or wages

DAS

means DAS Legal Expenses Insurance Company Limited

Date of occurrence

means

- (1) For civil cases (other than under insured event 7 – Tax protection) when the cause of action first accrued
- (2) For criminal cases when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question
- (3) For licence or registration appeals when **the Insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend alter the terms refuse to renew or cancel **the Insured's** licence or British Standard Certificate of Registration
- (4) For **full enquiries** or **aspect enquiries** when HM Revenue & Customs first notifies in writing the intention to make enquiries
- (5) For Employers Compliance and Value Added Tax disputes when the relevant authority sends an assessment or written decision to **the Insured**

Full enquiry/enquiries

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

Insured event(s)

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

Insured person

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

Limit of indemnity

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

Period of insurance

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

Territorial limit

means

For insured event 2 – Legal defence (excluding 2(4))

and insured event 6(b) – Bodily injury

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

For all other insured events

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

The Insured

As shown in the policy schedule

Cover

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

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

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

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

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

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

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

Insured events

1 Employment disputes compensation awards & service occupancy

(a) Employment disputes

DAS will

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

Exclusions

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

(b) Compensation awards

We will pay

- (i) any basic and compensatory award and/or
- (ii) an order for compensation following a breach of **the Insured's** statutory duties under employment legislation

In respect of a claim **DAS** have accepted under Insured event 1(a)

Provided that

- (1) In cases relating to performance and/or conduct **the Insured** has throughout the employment dispute either
 - (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service or
 - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
 - (c) sought and followed advice from DAS Legal Advice Service
- (2) For an order of compensation following **the Insured's** breach of statutory duty under employment legislation **the Insured** has at all times sought and followed the advice given by DAS Legal Advice Service since the date when **the Insured** should have known about the employment dispute
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy **the Insured** has sought and followed the advice given by DAS Claims Department prior to serving notice of redundancy
- (4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **DAS**

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

Exclusions

- (i) Any compensation award relating to the following
 - (a) Trade union activities trade union membership or non-membership
 - (b) Pregnancy or maternity or paternity rights
 - (c) Health & Safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - (d) Statutory rights in relation to trustees of occupational pension schemes
 - (e) Statutory rights in relation to Sunday shop and betting work
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- (iii) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998
- (iv) Any compensation award or increase in compensation award ordered by a tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement or re-engagement order

(c) Service occupancy

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

Exclusion

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

2 Legal defence

At **the Insured's** request

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

We will also pay any compensation award made against the **insured person** under Section 13 of the Data Protection Act 1998

- 2 **DAS** will defend **the Insured's** legal rights following civil action taken against **the Insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**
- 3 **DAS** will defend the **insured person's** (other than **the Insured**) legal rights if
 - (a) an event arising from their work as an employee leads to a civil action being taken against them under legislation for unlawful discrimination on the grounds of sex sexual orientation race disability age religious belief or political opinion or
 - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **the Insured's** employees

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

Provided that

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

Exclusion

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

3 Statutory licence protection

DAS will represent **the Insured** in appealing to the relevant statutory or regulatory authority court or tribunal following an event which results in the relevant licensing or regulatory authority suspending or altering the terms of or refusing to renew or cancelling **the Insured's** licence or British Standard Certificate of Registration

Special conditions applicable to this insured event

- 1** In the event of an actual or threatened cancellation of the statutory licence or British Standard Certificate of Registration **you** shall give notice in writing to **DAS** within 24 hours of the **date of occurrence** stating the grounds for this event
- 2** **You** shall on becoming aware of any
- (a) complaint against the **premises** or the control thereof
 - (b) circumstances which may endanger the statutory licence or British Standard Certificate of Registration including without limitation proceedings against or conviction of the registered person or 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 in to question with respect to his 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 in writing to **DAS** and supply such additional information and give such assistance as **DAS** may reasonably require

Exclusions

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

4 Contract disputes

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

Provided that

- (1) the amount in dispute exceeds £250
If the amount in dispute exceeds £5,000 **the Insured** will be responsible for the first £500 of **legal costs** in each and every claim
- (2) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250
- (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

Exclusions

- (i) Any claim relating to the following
 - (a) The settlement payable under an insurance policy
 - (b) A lease licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease licence or tenancy agreement
 - (c) A loan mortgage pension or any other financial product and choses in action
 - (d) A motor vehicle owned by or hired by or leased to **the Insured**
- (ii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **the Insured**
- (iii) 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
- (iv) A dispute arising from a breach or alleged breach of professional duty by an **insured person**
- (v) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists

5 Debt recovery

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

Provided that

- (1) the debt exceeds £250
- (2) **the Insured** has exhausted all credit control and accounting procedures as declared to **us**
- (3) a claim for debt recovery under this section is made within 90 days of the money becoming due and payable
- (4) **DAS** has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are or will be sufficient assets available to satisfy judgement

Exclusions

- (i) Any claim relating to the following
 - (a) The settlement payable under an insurance policy
 - (b) A lease licence or tenancy of land or buildings
 - (c) A loan mortgage pension or any other financial product and choses in action
 - (d) A motor vehicle owned by or hired by or leased to **the Insured**
- (ii) A dispute which arises out of the purchase hire sale or provision of computer hardware software systems or services
- (iii) The recovery of money and interest due from another party where the other party intimates that a defence exists

6 Property protection and bodily injury

(a) Property protection

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

- (1) any event which causes or could cause physical damage to such material property or
- (2) any nuisance or trespass

Exclusions

Any claim relating to the following

- (i) A contract entered into by **the Insured**
- (ii) Goods in transit or goods lent or hired out
- (iii) Goods at premises other than those occupied by **the Insured** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the Insured**
- (iv) Mining subsidence
- (v) Defending **the Insured's** legal rights other than in defending a counter-claim
- (vi) A motor vehicle owned by or hired or leased to an **insured person** or a motor vehicle used by an **insured person**

(b) Bodily injury

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

Exclusions

Any claim relating to the following

- (i) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- (ii) Defending an **insured person's** and their family members' legal rights other than in defending a counter-claim
- (iii) A motor vehicle owned by or hired by or leased to or used by an **insured person** or their family members

7 Tax protection

(a) Full or aspect enquiries

DAS will negotiate on behalf of **the Insured** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry**

(b) Employers compliance

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

(c) VAT disputes

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

Provided that

- (1) for all **insured events the Insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed
- (2) **we** will not pay more than £2,000 for **aspect enquiries**

Exclusions

- (i) In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim
- (ii) Any **insured event** arising from a tax avoidance scheme
- (iii) Any **insured event** caused by the failure of **the Insured** to register for Value Added Tax

- (iv) Any **insured event** arising from any investigations or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Compliance Office
- (v) Any **insured event** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences

Exclusions

- 1 Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured event** (24hrs in relation to the insured event – Statutory licence protection)
- 2 **Costs and expenses** incurred before the written acceptance of a claim by **DAS**
- 3 Fines penalties compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under the insured event – Compensation awards and the insured event – Legal defence
- 4 Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- 5 Any claim relating to franchise rights or agency rights where **the Insured** has the legal capacity to alter the legal relations of another
- 6 Any **insured event** deliberately or intentionally caused by an **insured person**
- 7 A dispute with **us** or **DAS** not otherwise dealt with under Condition 7 of this section

- 8** Any claim relating to a shareholding or partnership share in **the Insured** unless such shareholding was acquired under a scheme open to all employees of **the Insured** or a substantial number of them of a certain minimum grade other than the directors or partners of **the Insured**
- 9** Judicial review
- 10** 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**
- 11** When either at the commencement of or during the course of a claim notified under this section **the Insured** is bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator
- 2** (a) **DAS** can take over and conduct in the name of an **insured person** any claim or legal proceedings at any time
DAS can negotiate any claim on behalf of an **insured person**
- (b) If **DAS** agree to start legal proceedings and it becomes mandatory for an **insured person** to be represented by a lawyer or if there is a conflict of interest an **insured person** can choose an **appointed representative** by sending **DAS** the suitably qualified person's name and address
DAS may choose not to accept the choice of representative but only in exceptional circumstances
If there is a disagreement over the choice of **appointed representative** another suitably qualified person can be appointed to decide the matter
- (c) Before an **insured person** chooses a lawyer or an accountant **DAS** can appoint an **appointed representative**
- (d) An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS's** standard terms of appointment
The **appointed representative** must co-operate fully with **DAS** at all times

Conditions

- 1** An **insured person** must
- (a) keep to the terms and conditions of this section of the policy
- (b) notify **us** as soon as is reasonably possible of any alteration which may materially affect **our** assessment of the risk
- (c) take reasonable steps to keep any amount **we** have to pay as low as possible
- (d) try to prevent anything happening that may cause a claim
- (e) send everything **DAS** ask for in writing
- (f) give **DAS** full details of any claim as soon as possible and give **DAS** any information they need
- (e) **DAS** will have direct contact with the **appointed representative**
- (f) An **insured person** must co-operate fully with **DAS** and the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim
- (g) An **insured person** must give the **appointed representative** any instructions that **DAS** require

- 3** (a) An **insured person** must tell **DAS** if anyone offers to settle a claim
- (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay any further **costs and expenses**
- (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings
- 4** (a) If **DAS** ask an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed assessed or audited
- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered
- 5** If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason the cover **we** provide will end at once unless **DAS** agree to appoint another **appointed representative**
- 6** If an **insured person** settles a claim or withdraws their claim without the agreement of **DAS** or does not give suitable instructions to an **appointed representative** the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**
- 7** If **DAS** and an **insured person** disagree about the choice of **appointed representative** or about the handling of a claim **DAS** and the **insured person** can choose another suitably qualified person to decide the matter
- DAS** and the **insured person** must both agree to this in writing
- If **DAS** cannot agree with the **insured person** about the choice of the second suitably qualified person **DAS** will ask the Chair of the Solicitors Regulation Authority to choose a suitably qualified person
- Whoever loses the disagreement will have to pay the cost of settling it
- 8** **DAS** may at their discretion require **the Insured** to obtain an opinion from counsel at **the Insured's** expense as to the merits of a claim or proceedings
- If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings the cost of obtaining the opinion will be paid for by **us**
- 9** All acts of parliament within the section wording shall include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be
- 10** This section will be governed by English law

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

Medical expenses

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

Money

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 used by **you** at the **premises** for the purpose of the **business**

Denial of service attack

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

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Event

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **act of terrorism**

The date and time that any such period of 72 hours shall commence shall be set by **us**

Hacking

means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether **your** property or not

Nuclear installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- (a) The production or use of atomic energy
- (b) The carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
- (c) The storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Nuclear reactor

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

Phishing

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

Property insured

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

Excluding

- (a) any land or building which is occupied as a private residence or any part thereof which is so occupied unless
 - (i) the remainder of the building is not a private residence and is insured under this policy
 - (ii) such land or building is not insured in the name of an individual
- (b) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**

Territorial limits

means England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

Virus or similar mechanism

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

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

Cover

We will pay **you** for

- (a) damage to or the destruction of **property insured** belonging to **you** or for which **you** are legally responsible
- (b) **business interruption** as insured by this policy

occasioned by or happening through or in consequence of an **act of terrorism** within the **territorial limits**

Provided always that the insurance by this section

- (i) is not subject to any of the General exclusions of this policy
- (ii) is not subject to any long term agreement or undertaking which may otherwise apply
- (iii) is not subject to any terms in this policy which provide for adjustments of premium
- (iv) is subject otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
- (v) is subject to a maximum period of insurance of 12 months from the inception or renewal date of this policy Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that
 - (a) no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
 - (b) the renewal premium due in respect of this section has been received by **us**

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the **property insured** or **business interruption**

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

- (a) the total sum insured or
- (b) for each item its individual sum insured or
- (c) any other limit of liability as stated in the relevant section of this policy less the **excess**

The **excess** applicable to losses under this Terrorism section shall be equal to the **excess** applied in respect of the risk of fire and/or explosion under the other sections of this policy

Exclusions

We will not be liable for any losses whatsoever

- (1) occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- (2) arising under
 - (a) marine aviation and transit policies
 - (b) motor insurance policies
 - (c) bankers blanket bond
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - (a) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software)
 - (b) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item whether **your** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism or hacking or phishing or denial of service attack**

Condition

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

General information

Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc,
Beaufort House,
Brunswick Road,
Gloucester GL1 1JZ.

Tel: 0345 777 3322

Email: complaints@ecclesiastical.com

For Legal expenses complaints

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

Tel: 0344 893 9013

Email: customerrelations@das.co.uk

Our promise to you

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

To resolve your complaint we will:

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.

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

The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR.

Tel: 0800 0 234 567

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

Web: www.financial-ombudsman.org.uk

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

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised* financial services provider goes bust.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme,
10th Floor,
Beaufort House,
15 St Botolph Street,
London EC3A 7QU

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 892 7301

Email: enquiries@fscs.org.uk

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

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

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

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

Or visit us at

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.



Beaufort House, Brunswick Road,
Gloucester GL1 1JZ

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EIO and ELL are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.