ecclesiastical

Office Professions Insurance

Policy Document

Our story

We're proudly specialist, totally unique, and committed to making a positive impact on society.

Over 135 years of specialist insurance

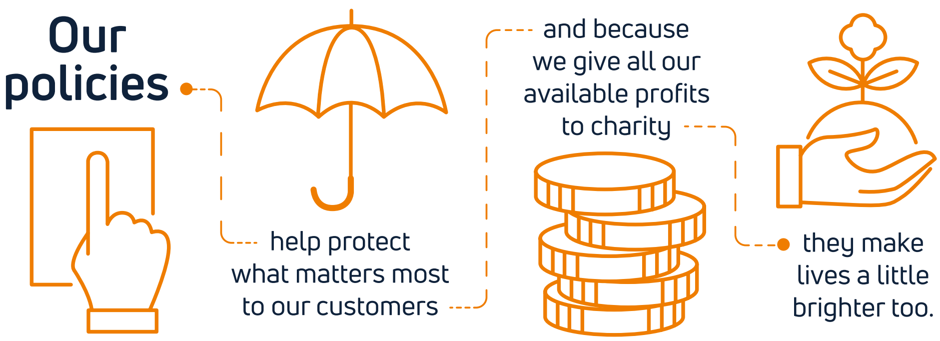
Broad range of specialism
Faith, charity, heritage, leisure, office professions, education, art and private client and real estate.

A history of caring for our people and customers to deliver best-in-class expertise and guidance

Our Group and our support for charities and communities

Part of the Benefact Group – charity owned international family of specialist, financial services businesses.

A shared ambition to donate all available profits to good causes.



Please contact your broker if you would like this booklet in large print, braille or audio format; or if you would like to receive future literature in another format.

Contents

Click to go to page

Sections of the policy

(See the schedule to see which are in force)

Our support for Office Professions customers

Award-winning claims service

Specialist risk management guidance

Enterprise Risk Management assistance and training

Helplines including business assistance, commercial legal advice and counselling

How do I make a claim?

Contents page

If you need to make a claim please call us as soon as you can so we can advise you of the next steps.

For new claims the services are available **24 hours a day, 7 days a week**.

For enquiries about existing claims, the **services are available from Monday to Friday 8am to 6pm**.

For claims other than legal expenses claims call:

0345 603 8381

For legal expenses claims call:

DAS Legal Expenses Insurance Company Limited

0345 268 9124

Emergency glass replacement

0345 600 0148

- If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.
- If you are covered for glass breakage under this policy they will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.
- If the glass is not insured you will be solely responsible for the entire cost of repairs.

For all claims

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

How we settle claims - Our claims promise

When you need to make a claim, we'll look at your policy cover to see how we can best help you. We'll work swiftly, responding to queries within 1 working day, and will always deal with your claim fairly. If we can resolve your claim when you first contact us - we will.

- We give you direct access to the specialist claims handler dealing with your case and will work with our expert partners to get you all the help you need.
- We aim to keep things as simple as possible, offering you guidance and assistance throughout the life of the claim.
- We will look for cover, paying you exactly what you are entitled to, quickly and without any fuss.
- We will take a proactive approach in protecting your financial interests, legal position and reputation and we'll always consult you before making any decisions on liability.

Contents page

Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

General definitions

Each time any of the following words or phrases appear in this policy in bold type or in capital letters in the schedule they will take the specific meaning shown below unless specifically defined in a policy section

Aircraft
means aircraft and other aerial devices dropped from them

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

Authorised Volunteers
means voluntary workers normally resident in the **Geographical Limits** acting under **Your** authority whilst engaged in **Your Business**

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

Company/We/Our/us
means Ecclesiastical Insurance Office plc

Computer System
means any computer hardware software communications system electronic device (including but not limited to smartphone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back-up facility

Contents page

Cyber Act
means an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any **Computer System**

Cyber Incident
means
1. any error or omission or series of related errors or omissions involving access to processing of use of or operation of any **Computer System** or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any **Computer System**

Damage
means physical loss destruction or damage

Data
means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a **Computer System**

Earthquake
means earthquake including fire as a result of earthquake

Escape of Oil
means accidental escape of oil from any fixed oil fired heating installation or storage tank caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the **Period of Insurance**

Escape of Water
means escape of water from any tank apparatus or pipe including **Damage** to any water tank apparatus or pipe itself caused by freezing of water but excludes water discharged or leaking from installation of automatic sprinklers systems water mist system or other similar water based fire suppression system

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

Fire
means fire by any cause other than **Earthquake** and includes any losses arising from lightning or explosion

Flood
means the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam or inundation from the sea

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

Heave
means upward movement of the ground beneath the site on which the **Premises** stand as a result of the soil expanding

Impact
means impact by any road or rail vehicle or animal

Contents page

Insured/You/Your
means the Insured shown in the schedule

Landslip
means downward movement of sloping ground at the site on which the **Premises** stand

Malicious Persons
means intentional and wilful **Damage** not caused by thieves

Period of Insurance
means the period of insurance stated in the schedule

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

Restricted Peril(s)
means **Fire Earthquake Aircraft Riot Malicious Persons Storm Flood Impact Escape of Water**

Riot
means riot civil commotion strikers locked out workers or persons taking part in labour disturbances

Settlement
means downward movement as a result of the
1. normal settlement or bedding-down of structures
2. settlement or movement of made-up ground

Sprinkler Leakage
means accidental escape of water from any automatic sprinkler systems water mist systems or other similar water based fire suppression systems in the **Premises** not caused by explosion **Earthquake** or heat caused by **Fire**

Storm
means a period of violent wind rain snow or hail but excluding **Damage** caused by **Flood**

Subsidence
means downward movement of the ground beneath the site on which the **Premises** stand and includes any losses arising from **Heave** or **Landslip**

Theft
means theft or attempted theft

Unoccupied
means vacant untenanted unfurnished empty or no longer in active use for a period exceeding 30 consecutive days

Vermin
means any wild animals birds and insects (whether they have protected status or not) that are known to cause **Damage** or carry disease

Contents page

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

Contents page

General exclusions

This policy does not cover the following

1 Excess

Any **Excess**

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

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

a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
b. the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
d. the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
Part d. does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **You** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended
e. any chemical biological bio-chemical or electromagnetic weapon

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

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

Parts c. d. and e. of this exclusion do not apply to Covers 2 and 3 of the Liabilities 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 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 HM government in the United Kingdom or any other government de jure or de facto

Contents page

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 and Terrorism

6 Date recognition

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

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

a. to correctly recognise any date as its true calendar date
b. to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
c. to save or correctly process any data on or after any date

but this shall not exclude subsequent **Damage** or consequential loss not otherwise excluded which itself results from a **Restricted Peril** or **Theft**

This exclusion does not apply to the following sections: The assault extension of the Money section Liabilities Legal expenses and Terrorism

7 Pollution or contamination

Damage caused by pollution or contamination but this shall not exclude **Damage**

a. to the property insured caused by pollution or contamination which itself results from a **Restricted Peril** or **Theft** or **Escape of Oil**
b. to the property insured caused by a **Restricted Peril** or **Theft** or **Escape of Oil** which itself results from pollution or contamination

For the purposes of this exclusion **Theft** means theft or attempted theft involving entry to or exit from the buildings of the **Premises** by forcible and violent means or following actual or threatened assault or violence

This exclusion does not apply to the following sections: Equipment breakdown Money with assault extension Liabilities Legal expenses Fidelity and Terrorism

Contents page

8 Cyber (Property)

Definition specific to this exclusion

Time Element Loss

means business interruption contingent business interruption or any other consequential losses

Any loss damage liability cost or expense of whatsoever nature directly or indirectly caused by contributed to by or resulting from arising out of or in any connection with

a. any unauthorised access to or loss of alteration of or damage to or a reduction in the functionality availability or operation of a **Computer System** or any unauthorised access to or modification of **Data**

   Notwithstanding the provisions of this sub-paragraph a. and subject to all other terms and conditions and exclusions contained in this policy this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including **Data**) and any **Time Element Loss** directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy

   i. Fire lightning or explosion
   ii. Impact by aircraft or vehicle or animal or falling objects
   iii. Wind storm hail tornado cyclone hurricane earthquake volcano tsunami flood freeze or weight of snow
   iv. Escape of water or oil
   v. Riot or civil commotion
   vi. Subsidence heave or landslip
   vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
   viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
   ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage

b. any loss of use reduction in functionality repair replacement restoration or reproduction of any **Data** including any amount pertaining to the value of such **Data**

   Notwithstanding the provisions of this sub-paragraph b. in the event that hardware or the data storage device of a **Computer System** insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph a. above which results in damage to or loss of **Data** stored on that hardware or the data storage device then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** under this policy shall be limited to the cost of reproducing **Data** provided that such costs are otherwise indemnifiable under this policy

   Such costs shall include all reasonable and necessary expenses incurred in re-creating gathering and assembling such **Data** but shall not include the value of the **Data** whether to the **Insured** or any other party even if such **Data** cannot be recreated gathered or assembled

c. any
   i. unauthorised appropriation of **Data**
   ii. unauthorised transmission of **Data** to any third party
   iii. misrepresentation or use or mis-use of **Data**
   iv. operator error in respect of **Data**

Contents page

d. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs a. – c. above

e. any action taken or failure to take action to prevent control limit or respond to anything described in sub-paragraphs a. – d. above

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

i. Employers' Liability
ii. Public Liability
iii. Legal Expenses
iv. Terrorism
v. Equipment Breakdown

9 Infectious or communicable disease

Definition applicable to this exclusion

Infectious or Communicable Disease

means any disease pandemic or epidemic including but not limited to any

- virus
- bacterium
- parasite
- other organism or infectious matter
- any mutation or variation to any of the above

whether

- living or dead
- natural or artificial
- officially declared an epidemic or pandemic or not

transmitted by any direct or indirect means (whether asymptomatic or not)

Loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

a. any **Infectious or Communicable Disease** including but not limited to
   i. the fear of a threat (whether actual or perceived) from an **Infectious or Communicable Disease**
   ii. contamination or fear of contamination (whether actual or perceived) of property by an **Infectious or Communicable Disease**

   but this shall not exclude direct physical loss or physical damage to insured property at the **Premises** occurring during the **Period of Insurance** resulting directly or indirectly from or caused by a peril otherwise insured by this policy

b. any action taken or failure to take action to prevent control or respond to any **Infectious or Communicable Disease**

Provided that

1. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
2. in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
3. where **We** apply this exclusion the burden of proving the contrary rests with the **Insured**

Contents page

4. this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below
   a. Employers' Liability
   b. Public Liability
   c. Legal Expenses
   d. Terrorism

10 Territorial exclusion (Property)

Definition specific to this exclusion

Excluded Territory

means

a. Belarus (Republic of Belarus) and
b. Russian Federation and
c. Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions)

Notwithstanding anything to the contrary in this Policy this Policy excludes any loss damage liability cost or expense of whatsoever nature directly or indirectly arising from or in respect of any

i. entity domiciled resident located incorporated registered or established in an **Excluded Territory**
ii. property or asset located in an **Excluded Territory**
iii. individual that is resident in or located in an **Excluded Territory**
iv. claim action suit or enforcement proceeding brought or maintained in an **Excluded Territory** or
v. payment in an **Excluded Territory**

This exclusion will not apply to any coverage or benefit required to be provided by **Us** by law or regulation applicable to **Us** however the terms of any sanctions clause will prevail

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below:

1. Employers' Liability
2. Public Liability
3. Legal Expenses
4. Equipment Breakdown

Contents page

General conditions

1 Duty of fair presentation

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 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 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 that **You** shall

a. take all reasonable precautions to prevent **Damage** accident illness and disease
b. exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
c. maintain the **Premises** works machinery and plant in sound condition

3 Alteration of risk

If after the commencement of this insurance

a. there is any alteration of risk which increases the risk of **Damage** accident or liability
b. a building or part of a building insured by this policy becomes **Unoccupied** or when an **Unoccupied** building or part of a building is again occupied
c. buildings are to be occupied by contractors for alterations renovations conversions or repairs
d. there is any illegal entry to the buildings or trespass at the **Premises** whether or not any **Damage** has occurred
e. **Our** interest ceases except by will or operation of law
f. an administrator or a liquidator or receiver is appointed or where **You** enter into a voluntary arrangement
g. there is any other material change in use of the **Premises**

You must give notice to **Us** as soon as is reasonably possible

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

Contents page

4 Multiple insurances

a. All sections except those detailed separately below

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

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

b. Equipment breakdown Money (excluding the assault extension) and Liabilities

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

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

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

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

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

This condition does not apply to the Legal expenses section

7 Cancellation

In circumstances other than those in the Policy voidable Alteration of risk and Fraudulent claims conditions **We** may cancel the policy or any section of it by sending seven days' notice commencing from the date of posting by special delivery to **You** at **Your** last known address and shall refund to **You** the proportionate premium for the unexpired period of cover

8 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 the risk of any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom of Great Britain and Northern Ireland the Channel Islands the Isle of Man or the 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

9 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

10 Law applicable

In the United Kingdom the law allows both **You** and **Us** to choose the law applicable to this contract

Unless **We** and **You** agree otherwise in writing the law which applies to this contract is the law which applies to the part of
a. the United Kingdom (England Scotland Wales and Northern Ireland) or
b. the Channel Islands or the Isle of Man
in which **You** are based

11 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

Contents page

Claims conditions

Your duties

When an incident occurs that may result in a claim it is a condition that **You** shall

a. take all practicable steps to recover property lost and otherwise minimise the claim
b. tell the police as soon as is reasonably possible if the **Damage** is caused by thieves malicious persons vandals or as a result of **Riot**
c. tell **Us** as soon as **You** become aware
d. within 30 days (21 days for **Damage** by **Riot**) give **Us** at **Your** expense any information (which may include a statutory declaration of the truth of the claim or any matter connected with it) **We** require and continue to provide **Us** with any information and assistance **We** require before or after **We** pay **Your** claim under the policy
e. not make or allow to be made on **Your** behalf any admission offer promise payment or indemnity without **Our** written consent
f. forward to **Us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **Us** in writing as soon as **You** have any knowledge of any impending prosecution inquest or inquiry in connection with that event
g. retain and preserve any damaged property and make it available for **Our** inspection for a period of 30 days (or other period agreed by **Us** in writing) commencing from the date the loss was notified to **Us**
   For items insured by the Fine art and collections section this condition is replaced by the Salvage condition in the Fine art and collections section

You must also comply with any additional conditions in any applicable section of the policy

Our rights

We may

a. start take over defend and conduct any legal action in **Your** name
b. prosecute in **Your** name for **Our** benefit any claim for indemnity or damages

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

c. enter any building where **Damage** has occurred and take and keep possession of any property insured by this policy
   We will not accept property abandoned to **Us**

This policy shall be proof that **You** have authorised **Our** rights under this condition

d. at any time pay to **You** the relevant limit of indemnity
   i. in the case of claims for Employers' liability or Prosecution defence costs less any amount already paid or incurred
   ii. in the case of Public & products liability claims less any amount already paid or incurred as damages

   or any lesser amount for which at **Our** discretion any claim or claims can be settled
   We will then relinquish control of the claim and have no further liability except for any Public & products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) **We** will also pay any legal costs incurred prior to the date of such payment
e. in the case of the Assault extension of the Money section claims involving the death of an insured person have a post mortem carried out at **Our** expense

Additional conditions can be found in specific sections of the policy

Contents page

Section 1 – Property damage

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

Definitions

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

Buildings

means the buildings at the **Premises** including

1. landlord's fixtures and fittings
2. outbuildings storage tanks walls gates and fences
3. piping ducting cables wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility
4. aerials and satellite dishes fixed to the buildings
5. the following items fixed to the buildings
    a. wind turbines less than 10kW generating capacity
    b. solar panels less than 50kW generating capacity
    c. photovoltaic panels less than 50kW generating capacity

    subject to the limits shown under the Limit of liability paragraph to this section
6. yards car parks roads and pavements
7. artificial playing surfaces tennis courts swimming pools and associated apparatus
8. fixed glass and sanitary fixtures

Excluding

i. bridges land piers jetties and excavations and marquees
ii. natural or artificial
    1. water courses
    2. confines of any body of standing water

    including but not limited to
    a. dams reservoirs culverts canals moats rivers and lakes
    b. any man-made elements attaching to or forming part of such structures
iii. property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure except as provided for by the Minor contract works extension

unless more specifically mentioned elsewhere in this policy or its schedule

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

Contents

means business equipment computers **Portable Electronic Office Equipment** plant machinery furniture fixtures and fittings tenants improvements consumable stock not for sale and all other contents belonging to **You** or for which **You** are legally responsible or which are entrusted to **You** whilst at the **Premises** and elsewhere as stated in this policy and the schedule

Contents includes the following property subject to the limits shown under the Limit of liability paragraph to this section

1. the cost of materials labour and computer time in reproducing
    a. documents manuscripts and business books
    b. patterns models moulds plans and designs
    c. computer systems records

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

2. prints paintings drawings rare books pieces of tapestry sculptures or other works of art
3. jewellery precious stones or precious metals bullion furs or curiosities
4. musical instruments and cameras
5. the **Personal Belongings** of the following whilst at the **Premises**
   a. directors trustees officials partners employees and **Authorised Volunteers**
   b. visitors
   c. other persons as shown in the schedule
6. personal money of those specified in 5.

Excluding

i. **Stock**
ii. landlord's fixtures and fittings
iii. cash or money instruments of any description whether negotiable or non-negotiable (other than personal money noted in 6. above)
iv. vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
v. any living creatures
vi. trees shrubs plants or other vegetation (except where more specifically mentioned elsewhere in this policy)
vii. explosives
viii. any other property more specifically insured

Item(s) Insured

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

Personal Belongings

means clothing and personal articles worn used or carried about the person but excluding bankers' cards credit and debit cards and property more specifically insured

Portable Electronic Office Equipment

means mobile phones laptop computers pagers mobile hand-held global positioning systems and other hand-held communication devices

Stock

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

Cover

We will indemnify **You** in respect of **Damage** to the **Items Insured** at the **Premises** or elsewhere as stated in this section or the schedule by any cause not specifically excluded happening during the **Period of Insurance**

Contents page

Exclusions

The cover provided by this section excludes

1. **Gradual causes depreciation and defective design or workmanship**
   Damage caused by or consisting of inherent vice latent defect depreciation gradually operating causes wear and tear frost its own faulty or defective design or materials faulty or defective workmanship by **You** or any of **Your** employees or operational error or omission by **You** or any of **Your** employees
   But this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
2. **Changes in environment**
   Damage caused by or consisting corrosion dust rust wet or dry rot contamination mildew mould fungus shrinkage evaporation loss of weight dampness dryness marring scratching **Vermin** change in temperature colour flavour texture or finish
3. **Processing**
   Damage to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
4. **Heat process**
   Damage to property resulting from its undergoing any heating process or any process involving the application of heat
5. **Fraud and disappearance**
   Damage caused by or consisting of
   a. acts of fraud or dishonesty
   b. disappearance unexplained or inventory shortage misfiling or misplacing of information
6. **Boilers**
   Damage consisting of joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of associated steam piping
7. **Mechanical or electrical breakdown**
   Damage consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
8. **Boilers requiring inspection**
   a. **Damage** in respect of and originating in any vessel machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a contract providing the required inspection service
   b. **Damage** caused by the bursting of a boiler (not used for domestic purposes) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control
9. **Atmospheric conditions**
   Damage resulting from atmospheric and climatic conditions (other than **Storm** or **Flood**)
10. **Water table level**
    Damage attributable solely to change in the water table level
11. **Pressure waves**
    Damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Contents page

12. **Cessation of work and confiscation**
    Damage
    a. resulting from cessation of work
    b. occasioned by confiscation or destruction or requisition by order of the government or any public authority
13. **Self-ignition**
    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
14. **Specifically insured**
    property more specifically insured
15. **Consequential loss**
    consequential loss of any kind
16. **Collapse or cracking**
    Damage to any **building** or structure caused by its own collapse or cracking unless it results from a **Restricted Peril**
17. **Wind turbines and solar panels cover restrictions**
    Damage to wind turbines solar panels and photovoltaic panels unless resulting from a **Restricted Peril** or **Theft**
18. **Unoccupied - restrictions**
    Damage to any building or part of a building which is **Unoccupied** caused by **Malicious Persons Escape of Water** or **Sprinkler Leakage**
19. **Unoccupied - inspections**
    Damage to any building or part of a building which is **Unoccupied** unless inspected at least once every 7 days and
    a. any defects in the fabric of the building or the security or fire protection installations are rectified as soon as reasonably possible
    b. records of the inspections and any remedies are kept

    For the purposes of this exclusion **Unoccupied** means vacant untenanted unfurnished empty or no longer in active use for a period exceeding 60 consecutive days
20. **Subsidence cover restriction**
    Damage caused directly by or consisting of
    a. **Subsidence** unless provided for under the Subsidence extension or caused by fire subterranean fire explosion **Earthquake** or **Escape of Water**
    b. **Settlement**
    c. coastal or river erosion
21. **Inflatable structures cover restriction**
    Damage caused by **Storm** to inflatable structures except where damaged by falling trees
22. **Fences and gates cover restriction**
    Damage caused by **Flood Escape of Water** wind rain hail sleet or snow to fences and gates
23. **Movable property in the open cover restrictions**
    Damage to moveable property in the open
    a. caused by or arising from **Malicious Persons** except for
       i. groundsperson's equipment in the grounds of the **Premises** provided that any mechanically or electrically driven equipment is immobilised when not in use
       ii. to fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the **Premises**
       iii. **Your** signs and nameplates fixed to the **Buildings** or positioned outside but in the immediate vicinity of the **Premises**
    b. caused by **Flood Escape of Water** wind rain hail sleet or snow

Contents page

24. **Theft cover restriction**
    Damage caused by or arising from **Theft**
    a. to the **Buildings** other than provided for under the Damage to the buildings by theft extension
    b. from the grounds of the **Premises** unless the entry to or exit from the grounds is by forcible or violent means
    c. where **You** or any member of **Your** household or any of **Your** partners or employees are concerned as principal or accessory
25. **Glass cover restriction**
    Damage to
    a. glass caused by scratching or chipping or whilst not fixed
    b. glass caused by or traceable to alterations to the **Premises** or in the glass where the risk of **Damage** is increased
    c. bulbs or tubes unless the signs in which they are contained are damaged at the same time
    d. glass sanitary fixtures or signs already cracked chipped or scratched at the commencement of the insurance

Basis of settlement

We will pay up to the value of the **Item(s) Insured** at the time of the **Damage** or at **Our** option repair reinstate or replace the **Item(s) Insured** in accordance with the following

1 Reinstatement

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

For this purpose "reinstatement" means

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

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

Special conditions applicable to this basis of settlement

1. If the sum insured at the time the **Damage** occurs is less than 85% of the cost which would be incurred in reinstating the whole of the property covered by any item **Our** liability will not exceed the proportion of the amount of the **Damage** which the 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 basis of settlement 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. **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
   We shall not pay out in respect of any one of the **Items Insured** more than its sum insured
5. All the terms and conditions of the policy shall apply
   a. in respect of any claim payable under this basis of settlement except in so far as they are varied by this basis of settlement
   b. where claims are payable as if this basis of settlement had not been incorporated

2 Day One Basis – non-adjustable

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

a. **You** have agreed the declared value incorporated in each item to which this extension applies and the premium has been calculated accordingly
   "Declared value" means **Your** assessment of the cost of reinstatement of the property insured (as defined in Basis of settlement - Reinstatement) at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for
   i. the additional cost of reinstatement to comply with the stipulations defined in the Government and Public Authorities (including undamaged portions) extension
   ii. professional fees
   iii. debris removal costs
b. At the inception of each period of insurance **You** shall notify **Us** of the declared value of the property insured by each of the said item(s)
   In the absence of such declaration the last amount declared by **You** (adjusted to reflect index-linking) shall be taken as the declared value for the ensuing period of insurance
c. In respect of each item to which this extension applies the following replaces Special conditions 1 and 5 of Basis of settlement - Reinstatement
   1. Each item insured under this basis of settlement is declared to be separately subject to the following condition of underinsurance namely
      If at the time of **Damage** the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph a. of the Basis of settlement - Day one basis - non adjustable) at the inception of the **Period of Insurance** then **Our** liability shall be limited to the proportion which the declared value bears to such cost of reinstatement
   5. Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this basis of settlement had not been incorporated the rights and liabilities of the **Company** and the **Insured** in respect of the **Damage** shall be subject to the terms of the policy including any condition of underinsurance as if this basis of settlement had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this basis of settlement

Contents page

Limit of liability

1. **Our** liability in the **Period of Insurance** shall not exceed
   a. for each **Item Insured**
      i. its individual sum insured or
      ii. any other limit of liability noted in this section or elsewhere in the policy
   b. in total the total sum insured for all items
2. For the following items the limit specified below will apply unless more specifically mentioned in the schedule

Item	Limit
a. Groundsperson's equipment in the grounds of the **Premises** b. Fixtures including fixed floodlighting and external lighting security equipment fixed to the exterior of the **Buildings** or in the grounds of the **Premises** c. Fixed or unfixed equipment garden decorations and ornaments monuments memorials statues and garden furniture in the grounds of the **Premises** (other than provided by a. and b. above) d. Signs and nameplates fixed to the **Buildings** or positioned outside but in the immediate vicinity of the **Premises**	£20,000 in total for all claims in the **Period of Insurance**
e. computer systems records	5% of the contents item sum insured or £250,000 whichever is the greater any one claim
f. prints paintings drawings rare books pieces of tapestry sculptures or other works of art	£25,000 in total for all claims in the **Period of Insurance**
g. jewellery precious stones or precious metals bullion furs or curiosities	£1,000 in total for all claims in the **Period of Insurance**
h. musical instruments and cameras	£10,000 any one item
i. the **Personal Belongings** of the following whilst at the **Premises** i. directors trustees officials partners employees residents and **Authorised Volunteers**	£2,500 per person any one claim
ii. visitors	£1,000 per person any one claim
iii. other persons as shown in the schedule	the limit shown for any one person any one claim

continued

Contents page

j. personal money of those specified in i. above	£100 per person any one claim
k. for wind turbines less than 10kW l. solar panels less than 50kW m. photovoltaic panels less than 50kW	£20,000 in total for all claims in the **Period of Insurance**

Irrespective of the number of insured parties **Our** total liability to all the insured parties will not exceed that shown above

Any payment or payments by **Us** to any one or more insured party shall reduce the extent of **Our** liability to all parties by the amount of such payment in respect of any one event giving rise to a claim under this section

Automatic reinstatement of sum insured

The sums insured stated in the schedule will be automatically reinstated by the amount of any claim **We** pay provided that

1. **We** have not given **You** notice within 30 days of **You** reporting the **Damage** that **We** will not reinstate the sum insured
2. **You** pay any such additional premium as may be required
3. **You** complete any improvements to security or other measures **We** may require at the **Premises**
4. in respect of **Damage** by **Theft** reinstatement of the sum insured will apply only once during each period of insurance

Memoranda

1 Index-linking

The sum insured by each **Item Insured** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by **Us**

The annual renewal premium will be amended accordingly

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

2 Underinsurance

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

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

3 Adjustment of premium

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

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

4 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

5 72 hour provision

All individual losses arising out of and directly occasioned by **Storm Flood** or **Earthquake** occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one **Excess** will apply

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

6 Tradespersons

Tradespersons are allowed on the **Premises** to carry out minor repairs minor alterations and general maintenance not involving external scaffolding

This will not invalidate the cover under this section

Extensions

Unless specifically stated otherwise these extensions do not increase **Our** liability as stated in the Limit of liability paragraph to this section

All claims are subject to the appropriate **Excess**

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

1 Non-invalidation

The cover by this section shall not be invalidated by any act omission or alteration where 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 Other interests

The interest in the **Buildings** insured by this section of any mortgagees lessors and freeholders of the property is noted

3 Fees

Under the **Buildings** and **Contents** items **We** will pay the architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **Damage** by any cause not otherwise excluded under this policy but not for preparing any claim it being understood that the amount payable for such **Damage** and fees shall not exceed in total the sum insured by each item

4 Removal of debris

We will pay the costs and expenses necessarily incurred by **You** with **Our** consent in removing debris as shown below

a. i. removing debris
   ii. dismantling and/or demolishing
   iii. shoring up or propping

   of the portion or portions of the property insured destroyed or damaged by any cause not otherwise excluded under this policy

b. removing trees damaged by the same cause provided this is necessary solely to facilitate the repair or reinstatement of the property insured

The maximum amount payable for such **Damage** and costs shall not exceed in total the sum insured by each item

We will not pay for any costs or expenses

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
2. arising from pollution or contamination of property not insured by this section

5 Emergency services damage to landscaped grounds

If the **Buildings** are insured the cover provided by this section is extended to include the costs incurred following **Damage** caused by the emergency services to landscaped grounds for which **You** are responsible but excluding any cost arising from the failure of seed to germinate or trees plants or turf to become established

Limit
£25,000 any one claim

6 Emergency services concern for welfare

If the **Buildings** are insured the cover provided by this section is extended to include the costs incurred following **Damage** caused to **Buildings** by the emergency services to gain access to **Your Premises** as a result of their concern for the occupants' welfare

Limit
£25,000 any one claim

7 Landscaping costs

The necessary and reasonable costs to restore landscaped gardens or grounds at the **Premises** to its appearance when first planted in consequence of **Damage** to the property insured by any cause not otherwise excluded by this policy

Excluding

a. any cost arising from the failure of seed to germinate or trees plants or turf to become established
b. **Damage** by the emergency services

Limit
£25,000 any one claim

Contents page

8 Government and Public Authorities (including undamaged portions)

Under the **Buildings** and **Contents** items **We** will pay for such additional cost of reinstatement of the destroyed or damaged property and undamaged portions as may be incurred solely by reason of the necessity to comply with the stipulations of

a. United Kingdom legislation or
b. building or other regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority

(from now on referred to as "the Stipulations")

Excluding

i. the cost incurred in complying with the Stipulations
    1. in respect of **Damage** occurring prior to the granting of this extension
    2. in respect of **Damage** excluded or otherwise not insured by this section
    3. under which notice has been served upon **You** prior to the happening of the **Damage**
    4. for which there is an existing requirement which has to be implemented within a given period
ii. 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
iii. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

Special conditions applicable to this extension

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **Damage** or within such further time as **We** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **Our** liability under this extension not being increased
2. If **Our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **Our** liability under this extension (in respect of any such item) shall be reduced in like proportion
3. The total amount recoverable under any item of the policy under this extension shall not exceed
    a. 15% of its sum insured or
    b. where the sum insured by the item applies to property at more than one premises 15% of the total amount for which **We** would have been liable had the property insured by the item at the **Premises** where **Damage** has occurred been wholly destroyed
4. The total amount recoverable under any item of the policy shall not exceed its sum insured
5. All the terms of this policy except in so far as they may be expressly varied shall apply as if they had been incorporated here

9 Trace and access

The costs and expenses necessarily and reasonably incurred by **You** with **Our** consent in locating the source of **Damage** caused by an escape of oil or water from any fixed water or heating system in the **Buildings** and in subsequent repair of **Damage** caused by locating the source

Limit
£50,000 any one claim

10 Loss of oil gas or water

We will pay for

a. loss of metered water or gas from the water or heating system after **Damage** to that system by any cause not otherwise excluded by this policy
b. loss of oil (other than covered by d. below) from the water or heating system after **Damage** to that system by any cause not otherwise excluded by this policy
c. the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **Premises**
d. where **Theft** is included **Theft** of oil from any storage tank used for the heating system at **Your Premises**

Excluding any claim in respect of any building which is **Unoccupied**

The most **We** will pay under
a. is £25,000 any one claim and £50,000 in total in the **Period of Insurance**
b. is £10,000 any one claim
c. is £5,000 any one claim
d. is £5,000 in the **Period of Insurance**

11 Sale of the building

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

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

12 Deterioration of refrigerated stock

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

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

Excluding
a. **Damage** caused by **Your** failure to pay for the electricity or gas supply or the deliberate withholding or restricting of supplies by any public utility supplier
b. **Damage** to freezer contents where the freezer or compressor is more than 15 years old unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract

Limit
£10,000 for the contents of any unit and £20,000 in total in the **Period of Insurance**

Contents page

13 Damage to the buildings by theft

Where **Theft** is included the insurance extends to include
a. repairs to the **Buildings** following **Theft** of the fabric of the **Buildings** excluding following the **Theft** of external metal provided that the **Buildings** are insured under this section
b. repairs to the **Buildings** following **Theft** of external metal provided that the **Buildings** are insured under this section
c. **Damage** to the **Buildings** caused by **Theft** of **Contents** provided that the **Contents** are insured under this section
d. **Damage** to **Buildings** and **Contents** (if insured under this section) directly caused as a result of the entry of rainwater following **Theft** of the fabric of the **Buildings** including external metal

Excluding **Damage**
i. when scaffolding is erected at the **Premises** unless **We** have agreed in writing to continue cover
ii. to any building which is **Unoccupied**

Limit
Up to the sum insured in the **Period of Insurance**

14 Lock replacement following loss or theft of keys

If **Theft** is included and the keys or access cards for electronic security systems are
a. lost
b. stolen

We will pay the costs incurred
i. in gaining access to the **Premises**
ii. for replacing locks at the **Premises** including locks of safes or strongrooms in the **Premises**
iii. for replacing any duplicate keys necessitated by ii. in the same quantity as existed prior to the loss
iv. in re-programming the electronic security system and replacing any access cards as necessary

Limit
£10,000 in the **Period of Insurance**

15 Clearing of drains

The reasonable costs incurred by **You** for clearing or repairing drains gutters sewers and the like for which **You** are responsible incurred as a direct result of **Damage** by any cause not otherwise excluded by this policy

Limit
£50,000 any one claim

16 Extinguisher and alarm resetting expenses

The cover provided by this section is extended to include the reasonable costs incurred by **You** in
a. refilling fire extinguishing appliances
b. replacing the heads of sprinkler systems water mist systems or other similar water based fire suppression systems
c. resetting fire or intruder alarm systems
solely in consequence of their activation following **Damage** to property insured under this policy

Limit
Up to the sum insured in the **Period of Insurance**

17 Property away from the premises

a. **Contents** whilst temporarily removed for cleaning renovation repair or other similar purposes to any premises and in transit to or from such locations within the **Geographical Limits**
b. **Personal Belongings** belonging to persons detailed in part 5. of **Contents** whilst they are engaged in **Your Business** anywhere in the **Geographical Limits** (or other area if shown in the schedule) unless more specifically insured elsewhere in this section
c. **Contents** comprising unspecified items other than **Personal Belongings** situated anywhere in the **Geographical Limits** (or other area if shown in the schedule) unless more specifically insured elsewhere in this section
d. **Portable Electronic Office Equipment** anywhere in the **Geographical Limits** unless more specifically insured elsewhere in this section

Limit
The most **We** will pay under
b. is £250 for any one item and £500 for any one person up to a total of £5,000 in the **Period of Insurance**
c. is £2,500 for any one item and £5,000 any one claim
d. is £10,000 any one item and £25,000 any one claim

e. Items specified in the schedule are covered whilst at the location stated in the schedule up to the sum insured shown for each item

The limits in respect of e. are in addition to the **Contents** sums insured stated in the schedule

Excluding **Damage**
i. to a trailer or caravan whilst attached to or being towed by a motor vehicle
ii. by **Theft** from any unattended vehicle unless
  1. the vehicle is locked at all points of access
  2. there are visible signs of forcible and violent entry to the vehicle
  3. the property (unless permanently fixed in position) is out of sight
iii. to property insured under the Temporary removal of valuable papers extension
iv. to property insured under the Exhibitions fair and trade shows extension

18 Temporary removal of valuable papers

The cover provided by this section is extended to include documents manuscripts and business books whilst temporarily removed to any premises and in transit to or from such locations anywhere within the **Geographical Limits**

Excluding
a. any cost in connection with producing information to be recorded or the value of the information to **You**
b. **Damage** by **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

Limit
£2,500 any one item up to £50,000 in total in the **Period of Insurance**

Contents page

19 Exhibitions fair and trade shows

The cover provided by this section is extended to include **Items Insured** whilst temporarily removed to any premises and in transit to or from such locations anywhere within the **Geographical Limits** for an exhibition fair or trade show

Excluding **Damage**

a. where cover is provided by the Fine art and collections section
b. by **Theft** to **Portable Electronic Equipment** whilst left unattended
c. by **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

Limit
£2,500 any one item up to £30,000 in total in the **Period of Insurance**

20 Archaeological costs

Definitions specific to this extension

Archaeological Rescue Work

means any archaeological exercise concerned with the recording of information which would otherwise be lost or in danger of being lost

Archaeological Research Work

means any other archaeological exercise

The on-site costs of **Archaeological Rescue Work** (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below-ground deposits) necessarily and reasonably incurred with **Our** consent as a result of **Damage** to the **Buildings** by any cause not otherwise excluded by this policy

Excluding

a. the costs of any **Archaeological Research Work** which may be enabled or facilitated as a result of **Damage** but which is not a necessary part of the process of repair conservation or rebuilding
b. the costs of analysis of data subsequent to **Archaeological Rescue Work** (except in so far as such costs are a necessary and integral part of the process of repair conservation or rebuilding)
c. the costs of conservation or scientific analysis of materials or objects retrieved in the course of an archaeological exercise

Limit
£250,000 any one claim

21 Green clause

Where following **Damage** to **Buildings** by any cause not otherwise excluded by this policy **You** elect with **Our** consent to rebuild the **Premises** in a manner that aims to reduce potential harm to the environment or improve energy efficiency (beyond the minimum standard required to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority) **We** will pay these rebuilding costs

Contents page

Provided that

a. this shall not include any works or materials that in **Our** view increases the risk of future **Damage** or increases the potential extent of future **Damage**
b. if **You** elect not to rebuild the **Premises** then this clause will not apply
c. if **Our** liability is reduced by the application of any terms or conditions of this policy **Our** liability under this extension will similarly be reduced

Excluding

i. the costs of work that prior to the **Damage**
   1. **You** had already planned to carry out or
   2. **You** had been notified to carry out by any relevant authority
ii. any additional costs for replacing undamaged property
iii. the amount of any charge tax or assessment arising out of capital appreciation arising from the works funded by this extension

Limit

Our liability under this extension shall not exceed

a. 10% of any one claim or
b. 10% of the sum insured or
c. £500,000

whichever is the less

22 Loss avoidance measures

The reasonable costs incurred by **You** in taking reasonable but exceptional measures to prevent or mitigate imminent **Damage** to the **Item(s) Insured** by any cause that was not reasonably foreseeable and not otherwise excluded by this policy

Provided that

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

Limit

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

23 Loss prevention

If **We** agree to pay **Your** claim for **Damage** caused by **Escape of Water Fire Flood** or **Storm We** will also pay towards the cost of improvements intended to mitigate or prevent future occurrence of the same **Damage** provided the claim **We** agree to pay is more than £10,000

The most **We** will pay for the cost of improvements is £500 any one claim

24 Undamaged tenants' improvements following cancellation of lease

If **Your** lease is cancelled by **Your** lessor in consequence of **Damage** to **Buildings** or **Contents We** will pay the value of **Your** undamaged tenants' improvements

Provided that

a. the cancellation is in accordance with a valid condition of **Your** lease
b. **Your** lease would have continued if the **Damage** had not occurred
c. the tenants' improvements cannot be removed

We will pay the value of the items based on their condition at the time of the **Damage**

Limit
£100,000 any one claim

25 Expediting costs and temporary repairs

We will pay the reasonable costs of

a. making temporary repairs to or
b. expediting the repair reinstatement or replacement of

the damaged items provided that

i. the **Damage** is covered under the policy
ii. the Business interruption section of this policy is in force
iii. such additional costs shall reduce any Business interruption claim by at least the amount of the additional expediting costs

26 Incompatibility of computer records

In the event that **Damage** to computer equipment results in undamaged computer records being incompatible with the replacement computer equipment **We** will at **Our** option pay the necessary costs of

a. modifications of the computer equipment or
b. replacement of computer records and reinstatement of programs and/or information to a format that is compatible with the replacement computer equipment

Limit
£50,000 any one claim

27 Removal of wasp bee or hornet nests

We will pay the costs incurred by **You** in removing wasp bee or hornet nests from the **Buildings**

Limit
£500 any one claim

28 Fly tipping

Costs and expenses necessarily and reasonably incurred by **You** in removing anything illegally or maliciously deposited at **Your Premises** but **We** will not pay for pollution or contamination of any property land water or air

This cover will not apply in respect of

a. any **Unoccupied Premises**
b. anything deposited by any person using the **Premises** with **Your** permission

Limit
£2,500 any one claim
£5,000 in the **Period of Insurance**

Contents page

29 Contractors' interest

Where **You** are required to insure the **Buildings** and **Contents** in the joint names of **You** and any contractor or sub-contractor under the terms or conditions of any contract covering works at the **Buildings** the interest of the contractor or sub-contractor is noted provided that **You** notify **Us** of any single contract valued at £100,000 or more in advance of the start date of the works and pay any additional premium **We** may require

30 Glass and sanitaryware

We will pay to replace all exterior and interior glass fixed to the **Buildings** sanitaryware or signs at the **Premises** including the reasonable costs of

a. repairs to the framework following breakage of glass
b. any necessary boarding up pending replacement of damaged 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

Provided that

i. **You** are responsible under the terms of the lease for the costs of the glass sanitaryware or signs
ii. the glass sanitaryware or signs are not otherwise insured

Limit
£25,000 any one claim

The following extensions increase the sums insured that apply but only to the extent stated

31 Minor contract works

Definitions specific to this extension

Contract Works

means the permanent or temporary works executed or in the course of execution at the **Premises** by **You** or on **Your** behalf for the purposes of alterations or improvements to the **Premises** including unfixed site materials at the **Premises** for use in connection with such works

Insured Contract

means

a. any JCT minor standard or intermediate building contract in which **You** are the employer and are required to take out a joint names policy or
b. with **Our** prior written agreement any similar contract

Cover

Cover for each **Buildings** item extends to include **Contract Works** for which **You** are responsible under the terms of an **Insured Contract** but only to the extent of the cover provided by this section and provided that this insurance shall only apply in so far as the **Contract Works** are not otherwise insured

Limit
Our liability under this extension inclusive of all professional fees and VAT where applicable shall not exceed £100,000 in respect of all losses or series of losses arising directly from the same originating cause

Contents page

32 Seasonal stock increase

In respect of additional **Stock** and consumable stock not for sale **You** have purchased for any exhibition festival or fund raising event **We** will increase the sums insured in this section by an additional £10,000 any one claim

Provided that such increases shall not exceed a period of 60 days for any one exhibition festival or event

33 Capital additions

Under the Buildings and Contents items cover will include

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 **You** notify **Us** as soon as practicable and arrange for the property to be specifically insured by this policy and pay any additional premium that is required from the date of the alteration addition or acquisition

Excluding property which is bequeathed to **You**

Limit
i. 10% of the relevant buildings or contents sum insured
or
ii. £500,000 in total
whichever is the less

34 Bequeathed property

Damage by any cause not otherwise excluded by this policy to material property anywhere in the **Geographical Limits** bequeathed to **You**

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

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

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

Limit
a. For buildings shall not exceed 10% of the **Buildings** sum insured or £250,000 whichever is the less any one bequest
b. All other bequeathed property shall not exceed
   i. £50,000 any one bequest
   ii. a single article limit of £5,000

Excluding
1. vehicles licensed for road use or their accessories trailers caravans watercraft or aircraft
2. property insured under any other policy
3. cash or money instruments of any description whether negotiable or non-negotiable

Contents page

35 Inadvertent omission to insure

Premises and **Contents** in the **Geographical Limits** which **You** own or which **You** are responsible for insuring which **You** have inadvertently failed to insure under this or any other policy

Provided that

a. immediately on becoming aware of
   i. premises or **Contents** not insured
   ii. any premises or **Contents** not insured for all **Damage** by any cause not otherwise excluded by this policy

   You shall arrange insurance from the date on which **Your** responsibility attached and pay the appropriate additional premium
b. this extension shall not apply to any premises or **Contents** covered under the Capital additions extension of this section

Limit
£100,000 any one claim

Optional extension

This extension does not increase **Our** liability as stated in the Limit of liability paragraph to this section

36 Subsidence

(only applicable if stated as insured in the schedule)

Notwithstanding the Collapse or cracking and Subsidence cover restriction exclusions the insurance is extended to include **Subsidence** excluding **Damage**

a. to walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks artificial playing surfaces and swimming pools unless also resulting in **Damage** to a building insured under this policy
b. to **Contents** and **Stock** unless caused by **Landslip**
c. caused by or consisting of
   i. **Settlement**
   ii. coastal or river erosion
d. caused by defective design or workmanship or the use of defective materials
e. caused by **Fire Earthquake** or **Escape of Water**
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 extension

You shall notify **Us** immediately **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

Contents page

Section 2 – Fine art and collections

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 type (or in capital letters in the schedule) they will take the specific meaning shown below

Agreed Value

means the value agreed by **You** and **Us** for the purpose of this policy

No representation is made by **Us** that those values represent the **Market Value** or any other basis of value

Art

means anything that could be bought or sold at a reputable auction house including but not limited to

1. paintings works on paper **Exhibits** tapestries rugs antique guns furniture sculpture ceramics gold silver or gold and silver plated items architectural features
2. collectibles including glass clocks barometers coins stamps medals antiques and wine

Excluding **Jewellery/Watches/Furs**

Depreciation

means the reduction in value of an item caused directly by **Damage** to the item and arrived at with reference to the full insured value of the item as per the basis of settlement and its condition prior to the **Damage**

Exhibits

means any temporary or permanent item or items held in **Your** collections as listed in the schedule

Jewellery/Watches/Furs

means jewellery watches gemstones pearls items of gold or silver or other precious or semi-precious metal and/or articles comprising them designed to be worn on the person and furs

Market Value

means the price a willing buyer would pay to a willing seller with good title after a reasonable period for marketing taking into account the state of the market for goods of that type and the size and condition of the goods

Cover

We will indemnify **You** in accordance with the Basis of settlement following **Damage** by any cause not otherwise excluded to an item of **Art** and **Jewellery/Watches/Furs** as detailed in the schedule belonging to **You** or for which **You** are legally responsible or which are entrusted to **You** occurring during the **Period of Insurance** whilst

1. at the **Premises** or
2. away from the **Premises** for any one temporary period not exceeding 90 days (inclusive of any time periods provided under the extensions) and in transit to and from such locations

Contents page

Exclusions

We shall not be liable for

1. **Fraud or dishonesty**
   Damage or expense caused by or resulting from theft fraud or dishonesty committed by any of **Your** officials trustees employees **Authorised Volunteers** or directors or anyone to whom **Your Art** is consigned or otherwise directly or indirectly entrusted or loaned
2. **Items in the open**
   items kept in the open grounds of the **Premises** unless specifically declared to **Us** as such and agreed by **Us** at the applicable premium
3. **Unoccupied**
   Damage to the property insured whilst in any building which is **Unoccupied**
4. **Disappearance**
   mysterious disappearance or unexplained loss
5. **Gradual causes**
   Damage or expense caused by or resulting from wear and tear faulty or defective design or materials faulty or defective workmanship by **You** or any of **Your** employees natural ageing gradual deterioration inherent vice latent defect rust or oxidation **Vermin** warping or shrinkage evaporation mould fungus mildew corrosion pollution contamination the intrinsic nature of the subject matter insured or any gradually operating causes
   But this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
6. **Changes in environment**
   aridity humidity exposure to light or extremes of temperature unless such **Damage** is caused by **Storm** frost or **Fire** or another sudden unforeseen event
7. **Processing**
   any process or alteration refurbishment repair maintenance dismantling restoration decoration heating drying cleaning washing or dyeing
8. **Misuse**
   misuse of any property insured under this section
9. **Water table level**
   Damage attributable solely to change in the water table level
10. **Property in transit**
    Damage to property insured whilst in transit unless
    a. all items are packed securely and adequately (given the nature of the item and how it is being transported) and
    b. in respect of items left in unattended vehicles
       i. the value of all items is less than £10,000
       ii. the vehicle is locked at all points of access and alarmed
       iii. the property insured is out of sight in a locked compartment or locked boot within the vehicle or
    c. in respect of items being transported where the value of all items is £10,000 or more
       i. if transported by air
          1. as hand luggage it is kept in sight of **You** or **Your** employee or
          2. as air cargo it is with enhanced security control by the airline or

Contents page

ii. if transported by road
1. it is in a vehicle under the control of **You** or **Your** employee and kept out of sight at all times and all entry points of the vehicle are locked or
2. by a professional Fine art carrier

We will not cover any other transit unless agreed in writing by **Us**

Basis of settlement

1. **Art**
   a. The basis of valuation for settlement of any total loss covered will be
      i. for **Art** individually listed the **Agreed Value** shown in the schedule
      ii. for **Art** not individually listed the **Market Value** immediately prior to the loss up to £30,000 for any one item pair or set
      iii. for **Art** loaned to **You We** will pay the value specified in the Loan Agreement
   b. In the event of partial **Damage** to any **Art** the amount payable will be the cost of restoration plus any resulting **Depreciation** but not exceeding the full insured value of the **Art** valued as in 1.a. above as applicable
2. **Jewellery/Watches/Furs**
   a. The basis of valuation for settlement of any total loss covered will be
      i. for **Jewellery/Watches/Furs** individually listed in the schedule the value listed or the market value immediately prior to the loss whichever is the less
      ii. for **Jewellery/Watches/Furs** not individually listed in the schedule the **Market Value** immediately prior to loss up to £17,500 for any one item pair or set
   b. In the event of partial **Damage** to any **Jewellery/Watches/Furs** insured **We** will pay the cost of repair plus any resulting **Depreciation** but not exceeding the full insured value of that item as in 2.a. above as applicable

At **Our** option **We** may arrange the repair
Any disagreements as to the **Market Value** are to be resolved in accordance with the General condition 'Arbitration'
Following **Damage** to any item which has an increased value because it forms part of a pair or set the amount **We** shall pay will take into account the loss in overall value

Limit of liability

Our liability in the **Period of Insurance** shall not exceed

1. the sum insured for each item shown in the schedule or
2. any other limit of liability in this section

and

3. in total shall not exceed the total sum insured for all items

Irrespective of the number of insured parties **Our** total liability to all the insured parties will not exceed that stated in 1. 2. and 3.

Any payment or payments by **Us** to any one or more insured party shall reduce the extent of **Our** liability to all parties by the amount of such payment

All payments made by **Us** under this section shall erode **Our** liability as stated in 1. 2. and 3. unless otherwise agreed by **Us** in writing

Contents page

Extensions

The insurance by this section is extended to include the following

Unless specifically stated otherwise these extensions do not increase **Our** liability as stated in the Limit of liability paragraph

1 New acquisitions

The limit provided by this extension is in addition to the sums insured stated in the schedule

New acquisitions of **Art** and **Jewellery/Watches/Furs** acquired during the **Period of Insurance** provided that **You** notify **Us** within 60 days of the acquisition and pay any additional premium as may be required from inception of the cover

We may cancel cover for new acquisitions by notifying **You** in writing within 14 days of receiving notification and giving 7 days' notice

Limit
10% of the total sum insured on such property or £250,000 whichever is the lower any one claim

2 Defective title

The limit provided by this extension is separate from the sums insured stated in the schedule

We will indemnify **You** for claims made against **You** arising from **Your** purchase of **Art** for which the vendor had defective or no title or on which a charge or encumbrance had been placed prior to the purchase of which **You** were not aware and should not have been aware after making reasonable enquiry

Providing always that
a. the purchase was made after the date **You** first insured **Your Art** with **Us** under this policy
b. the claim is made against **You** during the **Period of Insurance**
c. **You** do not commence any litigation or other legal process without **Our** consent and **You** inform **Us** immediately upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **Our** consent
d. **We** have the right to take over the conduct of the litigation if **We** wish and settle on such terms as the lawyer instructed advises are reasonable
e. if **You** are required to relinquish possession of the **Art** to another party **We** will pay the amount that **You** paid to purchase the **Art**
f. if **You** are required to pay damages to another party **We** will pay the amount of those damages up to the **Market Value** of the item at the time of payment

Limit
£500,000 including legal costs in the **Period of Insurance**

Contents page

3 Restoration and framing contingent cover

If a professional conservator restorer or framer causes **Damage** to an item insured whilst working upon it **We** will pay the reasonable cost of repair and **Depreciation** directly caused by such **Damage**

Provided that

a. **You** use a professional conservator restorer or framer who has Public Liability and Professional Indemnity insurance in force which
   i. provide cover for the work to be carried out
   ii. provide a limit of indemnity of no less than £1,000,000
b. **We** will only be liable for the cost of repair and **Depreciation** in excess of the amount payable by the professional conservator's restorer's or framer's own insurances

The exclusion of any process or alteration refurbishment repair maintenance dismantling restoration decoration heating drying cleaning washing or dyeing does not apply to this extension

Limit
The most **We** will pay is
1. the sum insured for each item or £1,000,000 whichever is the less and
2. £1,000,000 in total for all claims in the **Period of Insurance**

4 Work in progress

The limit provided by this extension is in addition to the sums insured shown in the schedule

We will cover uncompleted works of **Art** and **Jewellery/Watches/Furs** by a person commissioned by **You** which are damaged prior to completion or which cannot be completed due to their death

We will pay for the costs **You** have incurred for the materials and supplies for the person commissioned by **You** and the contracted costs for labour

Limit
For any one claim **We** will not pay more than the amount of non-recoverable deposits or the full commission price if pre-paid

The most **We** will pay is £30,000 in total in the **Period of Insurance**

5 Emergency evacuation

The reasonable cost with **Our** agreement of moving **Your Art** and **Jewellery/Watches/Furs** to and from and keeping them in secure storage if

a. **Your Premises** become unoccupied due to sudden loss of or damage to **Your Premises** or
b. a statutory or regulatory body prohibits occupation or use of **Your Premises**

Limit
The most **We** will pay is £50,000 in total for any one event causing an evacuation

Contents page

Conditions

1 Recovered property

Following payment of the full amount insured for any **Art** or **Jewellery/Watches/Furs** title passes legally to **Us**

However if **We** recover any of **Your** property after **We** have paid a claim **We** will contact **You** and **You** can buy it back from **Us** within 60 days

We will charge
a. the amount **We** paid for **Your** claim plus interest and any recovery cost and expenses or
b. the **Market Value** of the item at the time **We** recover it

whichever is the less

2 Art – loaned items

a. In respect of **Art** loaned to **You** values for the purpose of this policy should be agreed between **You** and the owner before the loan is accepted and should be documented in a Loan Agreement complying with paragraph b. below

   Anything first loaned to **You** after the inception of this policy with no Loan Agreement will not be covered under this policy unless specifically agreed by **Us** in writing

b. Loan Agreements must incorporate the following
   i. the name of the owner
   ii. a statement specifying which party shall be responsible for any loss or damage and when risk transfers
   iii. a description of each item of **Art** loaned
   iv. the loan value of each item of **Art** consigned as agreed between **You** and the owner

3 Consignment of art

Items of **Art** loaned to **You** must not be given to any third party without the written approval of the owner of the **Art**

If there is a breach of this condition **We** will not pay any claim arising whilst the **Art** is out of **Your** possession (with the exception of specialist transporters art handlers conservators framers and specialist photographers)

4 Salvage

Following payment of the full amount insured for any **Art** or **Jewellery/Watches/Furs** ownership passes legally to **Us**

Any **Art** or **Jewellery/Watches/Furs** that is the subject of a claim must be retained unless otherwise agreed by **Us** in writing (this replaces the 30 day period stated in the Claims condition 'Your duties')

Contents page

Section 3 – 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 type (or in capital letters in the schedule) they will take the specific meaning shown below

Accident(s)

means

1. electrical or mechanical **Breakdown** including rupture or bursting caused by centrifugal force
2. artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
3. **Explosion** or **Collapse** of **Covered Equipment** operating under steam or other fluid pressure
4. **Damage** to hot water boilers other water heating equipment oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
5. **Damage** caused by operator error that results in the overloading of **Covered Equipment**

Biomass and Biogas Installations

means any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant including anaerobic digesters storage tanks augers screeners scrubbers boilers gas engines generators heat exchangers pumps and motors

Breakdown

means

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

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

1. electronic computer or other data processing and/or storage equipment
2. projectors printers scanners and other peripheral devices used in conjunction with 1.
3. software and programs licensed to **You** and installed on 1.
4. **Portable Computer Equipment**

owned by **You** or for which **You** are responsible

Contents page

Covered Equipment

means equipment at the **Premises** owned by **You** or for which **You** are responsible

1. which is built to operate under vacuum or pressure (other than the weight of its contents) or
2. that generates transmits stores or converts energy or
3. comprising **Computer Equipment**

Excluding

a. any supporting structure foundation masonry brickwork or cabinet
b. any insulating or refractory material
c. any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle)
d. self-propelled plant and equipment (other than fork lift trucks and pallet trucks used by **You** at **Your Premises**) dragline excavation or construction equipment
e. equipment manufactured by **You** for sale
f. safety or protective devices due to their functioning
g. tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
h. any electronic equipment (other than **Computer Equipment**) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of £30,000
i. any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kW or photovoltaic equipment less than 50kW
j. any **Biomass and Biogas Installation**
k. any **Hydroelectric Installation**

Cyber Event

means

1. a failure of electronic equipment to correctly recognise process or store any date
2. a hostile malicious illegal or transgressive act committed through electronic systems including but not limited to
   a. a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations)
   b. hacking (unauthorised access to any computer or other electronic equipment)
   c. a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems)

Electronic Derangement

means malfunction of the **Computer Equipment** or electronic circuitry controlling or operating the **Covered Equipment** that is not accompanied by visible **Damage** and requires replacement of one or more insured components of the **Covered Equipment** in order to restore it to its normal operation

Excluding

1. the rebooting reloading or updating of software or firmware
2. the incompatibility of **Covered Equipment** with any software or equipment installed introduced or networked within the previous 30 days
3. the **Covered Equipment** being of insufficient size specification or capacity
4. loss or **Damage** caused by a **Cyber Event**

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

Hydroelectric Installations

means any equipment machinery dam and weir used in connection with running a hydroelectric power station including turbines sluice gates screens screeners pumps motors generators gearboxes engines alternators and associated equipment including any sub-station and distribution transformer switchgear meter cabling telecommunication and monitoring device building and converter housing (including fixtures and fittings) and security equipment

Media

means all forms of electronic magnetic and optical tapes and discs for use in any **Computer Equipment**

Portable Computer Equipment

means

1. laptops palmtops and notebooks
2. personal digital assistants (PDAs)
3. projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other **Portable Computer Equipment**
4. removable satellite navigation systems
5. digital cameras
6. smartphones

owned by **You** or for which **You** are responsible

Service Provider

means a business that **You** have hired under a written contract to perform services on **Your** behalf in connection with the **Business**

Transit

means the loading unloading and movement of **Covered Equipment** other than by air or sea unless the sea transit is by roll-on/roll-off ferry

Cover

We will indemnify **You** in respect of **Damage** to **Covered Equipment** arising from an **Accident** happening during the **Period of Insurance**

Exclusions

We shall not be liable for

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

Contents page

   b. depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
   But if **Damage** from an **Accident** results **We** shall be liable for that resulting **Damage**
2. **Damage** which is recoverable under a maintenance agreement warranty or guarantee
3. **Damage** caused by any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance but if **Damage** from an **Accident** results **We** shall be liable for that resulting **Damage**
4. any loss or **Damage** caused by a **Cyber Event**
5. any loss of or **Damage** to data or **Media** caused by
   a. programming error or programming limitation
   b. loss of data (other than as specifically provided for under any Reinstatement of Data and Computer Increased Costs of Working extension of cover)
   c. loss of access
   d. loss of use
   e. loss of functionality
6. any claim or cost or loss caused by or resulting from **Your** commercial decision to stop trading or the decision of a **Service Provider** to stop or reduce trade with **You** or restrict their services

Basis of settlement

We will pay up to the value of **Covered Equipment** at the time of the **Damage** or at **Our** option repair reinstate or replace the **Covered Equipment** in accordance with the following

Reinstatement

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

1. the replacement of **Covered Equipment** that is the subject of an **Accident** which provided **Our** liability is not increased may be carried out
   a. in any manner suitable to **Your** requirements
   b. upon another site
2. the repair or restoration of **Covered Equipment** that is the subject of an **Accident**

In the case of 1. or 2. to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions

i. **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**
ii. No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made
   1. unless reinstatement commences and proceeds without unreasonable delay
   2. until the cost of reinstatement shall have been actually incurred
iii. **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
   We shall not pay more than the sum insured in respect of any one of the items insured

Contents page

iv. All the terms and conditions of the policy shall apply
   1. in respect of any claim payable under this basis of settlement except in so far as they are varied hereby
   2. where claims are payable as if this basis of settlement had not been incorporated

Limit of liability

Our liability in the **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 following maximum limits

The total amount **We** will pay in respect of this section shall not exceed
- £5,000,000 in the **Period of Insurance**
- £500,000 any one **Accident** 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 provided by this section is extended to include the following

These extensions do not increase the maximum liability of £5,000,000 for the **Period of Insurance**

1 Away from premises

Damage from an **Accident** to **Covered Equipment**
a. during **Transit** anywhere in the **Geographical Limits**
b. temporarily removed from the **Premises** to anywhere in the **Geographical Limits**
   i. whilst in **Your** custody or control or
   ii. for the purpose of repair replacement restoration service or modification
c. for **Portable Computer Equipment** at any location or in **Transit** anywhere in the world

Limit in respect of c.
£5,000 any one **Accident**

2 Reinstatement of Data and computer increased costs of working

a. Unless otherwise excluded **We** will pay the costs **You** incur in reinstating data that is lost or damaged as a consequence of an **Accident** to **Covered Equipment**

   Providing that
   i. **Our** liability is limited solely to the cost of reinstating data onto **Media**
   ii. **We** shall not be liable for loss or damage to software

   Limit
   £50,000 any one **Accident**

b. In addition **We** will pay costs necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing the resulting interruption or interference to **Your** computer operations

   Limit
   £50,000 any one **Accident**

Contents page

3 Business interruption

If the Business interruption section of this policy is operative **We** will pay to **You** in respect of each item in the Business interruption schedule the loss occurring during the indemnity period (as defined in the Business interruption section) following an **Accident** to **Covered Equipment** that results in the **Business** being interrupted or interfered with

Our liability shall not exceed the sum insured for each item nor in all the total sum insured and in any event **Our** maximum liability shall not exceed £100,000 in the **Period of Insurance**

Excluding

i. any loss resulting from the Damage to own surrounding property extension
ii. any delay in resuming operations resulting from the need to reconstruct or re-input data or programs on **Media** nor the costs incurred in so doing where **You** have not fully complied with the Back-up records condition

4 Hazardous substances

Following an **Accident We** will also pay the additional cost to repair or replace **Covered Equipment** which has been contaminated by a **Hazardous Substance**

This includes any additional expenses incurred to clean up or dispose of such property

Limit
£10,000 any one **Accident**

5 Expediting expenses

Reasonable costs necessarily incurred by **You** to make temporary repairs and expedite permanent repairs or permanent replacement of damaged **Covered Equipment**

Limit
£20,000 any one **Accident**

6 Government and Public Authorities

(Including undamaged portions)

If in force the Government and Public Authorities extension of the Property damage section of this policy applies to **Covered Equipment** damaged as a result of an **Accident**

7 Damage to own surrounding property

We shall be liable for **Damage** to property at the **Premises** belonging to **You** or in **Your** custody and control and for which **You** are responsible directly resulting from the **Explosion** or **Collapse** of any **Covered Equipment** operating under steam pressure

Limit
£2,000,000 any one **Accident**

8 Hire of substitute item

If **Covered Equipment** is damaged as a result of an **Accident We** shall be liable for the cost of hire charges actually incurred by **You** during the **Period of Insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

Limit
£10,000 any one **Accident**

9 Storage tanks and loss of contents

Damage caused by an **Accident** to oil storage tanks or water tanks including connected pipework belonging to **You** or for which **You** are responsible at the **Premises**

In addition this extension covers loss of the contents of oil storage tanks caused by

a. escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **Accident**
b. contamination - contamination of the contents of oil storage tanks caused by or resulting from an **Accident** including cleaning costs incurred as a result of such loss

Limit
£10,000 any one **Accident**

10 Debris removal

Following an **Accident** to **Covered Equipment We** will pay the costs necessarily incurred for

a. the removal of debris and
b. the protection of the **Covered Equipment**

Limit
£25,000 any one **Accident**

11 Repair costs investigation

We will pay the costs incurred with **Our** prior written consent relating to repair investigations and tests by consulting engineers for **Damage** to **Covered Equipment** following an **Accident**

We shall not be liable for costs incurred in preparing a claim under this policy

Limit
£25,000 any one **Accident**

12 Public relations costs

We will pay reasonable costs necessarily incurred by **You** with **Our** prior written consent for the services of a professional public relations firm to assist **You** in creating and disseminating communications to
a. the media
b. the public
c. **Your** customers and clients
following a claim accepted under the Business interruption extension

Contents page

13 Additional access costs

If the Business interruption section of this policy is operative **We** will pay reasonable costs necessarily incurred in order to gain access to repair or replace **Covered Equipment** following an **Accident**

Limit
£20,000 any one **Accident**

14 Energy efficiency improvements

We will pay the additional costs incurred with **Our** prior written consent to replace the damaged **Covered Equipment** following an **Accident** with similar equipment that is

a. better for the environment
b. safer and
c. more efficient

than the **Covered Equipment** being replaced

Limit
25% of the new replacement cost of the damaged **Covered Equipment** or £25,000 whichever is less any one **Accident**

Condition Back-up records

You must

1. back-up original data at least every 7 days and
2. maintain at least one generation of verified back-up computer records and
3. keep one copy off site (this may include cloud storage) and
4. take precautions to make sure that all data is stored safely

Contents page

Section 4 – Business interruption

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 type (or in capital letters in the schedule) they will take the specific meaning shown below

Annual Rent Receivable or **Annual Revenue** or **Annual Turnover**

means the **Rent Receivable** or **Revenue** or **Turnover** during the 12 months immediately before the date of the **Damage**

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 unless stated otherwise in the schedule destruction or damage by any cause not specifically excluded under any corresponding section of this policy covering damage to property

For the purpose of this section the definition of **Damage** shall also include explosion of any boiler or economiser on the **Premises**

Estimated Gross Profit or **Estimated Revenue** or **Estimated Rent Receivable**

means **Your** estimate of **Gross Profit** or **Revenue** or **Rent Receivable** which **You** anticipate the **Business** will earn during the financial year most closely corresponding with the period of insurance (proportionately increased if the maximum indemnity period exceeds 12 months)

Gross Profit

means

1. the sum of the **Turnover** the closing stock and work in progress

less

2. the sum of the opening stock work in progress **Purchases** and related discounts bad debts and any other expenses specified in the schedule (as defined in **Your** books and accounts)

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

Indemnity Period

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

Purchases

means purchases of stock raw materials and components (and/or consumables)

Rate of Gross Profit

means the rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage**

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

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

Standard Rent Receivable or Standard Revenue or Standard Turnover
means the **Rent Receivable** or **Revenue** or **Turnover** during the period corresponding with the **Indemnity Period** in the 12 months immediately before the date of the **Damage** proportionately increased where the maximum indemnity period exceeds 12 months

Supplier(s)
means suppliers to **You** of goods or services other than electricity gas water or telecommunications services

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

Cover

If any property used by **You** at the **Premises** suffers **Damage** during the **Period of Insurance** and as a result the **Business** at the **Premises** is interrupted or interfered with **We** will pay to **You** for each item in the schedule the amount of loss as a result of the interruption or interference in accordance with the Basis of settlement

Material damage proviso

Provided that

1. at the time of the **Damage** there is insurance in force covering **Your** interest in the property at the **Premises** against **Damage** and
2. payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made solely due to an **Excess**) and
3. if the property damage insurance is not provided by **Us** the claim would have been accepted under any corresponding section of this policy providing property damage cover had it been in force

Exclusions

We shall not be liable in respect of any loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** as a result of anything which is excluded under the Property damage section other than the Consequential loss exclusion

Basis of settlement

Gross profit Revenue or Rent receivable items

The amount payable is limited to

1. loss of **Gross Profit** due to a reduction in **Turnover** or loss of **Revenue** or loss of **Rent Receivable**
2. additional expenditure

occurring during the **Indemnity Period** and the amount payable as indemnity shall be

a. for loss of **Gross Profit** the reduction in **Turnover** being the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall as a result of the **Damage** fall short of the **Standard Turnover**

b. for loss of **Revenue** or **Rent Receivable** the amount by which the **Revenue** or **Rent Receivable** during the **Indemnity Period** shall as a result of the **Damage** fall short of the **Standard Revenue** or **Standard Rent Receivable**

c. additional expenditure (**Gross Profit** is subject to the uninsured expenses clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** or loss of **Revenue** or **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding

   i. the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction avoided

   or

   ii. the amount of the reduction in **Revenue** or **Rent Receivable** avoided

less any sum saved during the **Indemnity Period** for such expenses of the **Business** payable out of **Gross Profit Revenue** or **Rent Receivable** which cease or are reduced as a result of the **Damage**

Underinsurance

The amount payable shall be proportionately reduced if the sum insured by the relevant item is less than the appropriate

1. sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** or
2. **Annual Revenue** or
3. **Annual Rent Receivable**

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

If the sums insured are declaration-linked the above provision does not apply and **Our** liability for any **Estimated Gross Profit** or **Estimated Revenue** or **Estimated Rent Receivable** shall not exceed 133 1/3% of the estimated figure shown in the schedule

Automatic reinstatement

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

Additional increase in cost of working item

The amount payable is limited to further additional expenditure occurring during the **Indemnity Period** beyond that recoverable under paragraph c. of Basis of settlement (Gross profit Revenue or Rent receivable items) necessarily and reasonably incurred to minimise any interruption or interference with the **Business** during the **Indemnity Period**

Additional cost of working items

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

We shall not pay more than 33⅓% of the sum insured during the first quarter of the maximum indemnity period and not more than an equal proportion of the balance of the sum insured payable per month in the remainder of the maximum indemnity period

Limit of liability

Our liability shall not exceed the sum insured for each item or any other limit of liability stated in this section and in total **Our** liability shall not exceed the total sum insured for all items unless expressly varied in this section

Memoranda

1 Alternative trading clause

If during the **Indemnity Period** services are provided goods are sold or the **Business** is conducted elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable for such services sales or rent will be taken into account in arriving at the **Turnover Revenue** or **Rent Receivable** during the **Indemnity Period**

2 Uninsured expenses clause

Any uninsured expenses specified by **You** and noted in the schedule are not insured in respect of **Gross Profit** or additional expenditure

3 Professional accountants' charges

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

We will pay to **You** the reasonable charges payable by **You** to **Your** professional accountants for producing these details or any other information requested by **Us**

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

4 Payments on account

Payments on account will be made during the **Indemnity Period**

5 Current cost accounting

Any adjustments implemented in current cost accounting shall be disregarded

6 Value Added Tax

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

7 Trends and variations clause

Adjustments shall be made to the figures representing the **Annual Turnover** or **Annual Revenue** or **Annual Rent Receivable** and **Standard Turnover** or **Standard Revenue** or **Standard Rent Receivable** that may be necessary to provide for the trend of the **Business** and any other circumstances affecting the **Business** either before or after the **Damage** and which would have affected the **Business** had the **Damage** not occurred so that the adjusted figures represent as near as possible the results which would have been obtained during the relative period after the **Damage** had the **Damage** not occurred

Extensions

The insurance cover provided by this section is extended to cover loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** as a result of the following

Unless specifically stated otherwise these extensions do not increase **Our** liability as stated in the Limit of liability paragraph to this section

1 Prevention of access - Damage

Access to or use of the **Premises** being prevented or hindered by **Damage** to neighbouring property

Excluding
a. any loss covered under the Utilities extension
b. any period when access to the **Premises** was not prevented or hindered

Limit
£500,000 any one claim

2 Prevention of Access – non-damage within 1 mile of the Premises

The prevention of access to the **Premises** as a direct consequence of
a. murder suicide or rape (including attempted murder suicide or rape)
b. a road traffic collision
c. a gas or water leak

Excluding any loss or any period of loss
i. where the incident as described above is greater than 1 mile from the **Premises**
ii. where police or fire and rescue services or a recognised utility company do not impose a cordon or restriction that prevents access
iii. where access is hindered but not prevented
iv. following a road traffic collision where access is prevented whilst awaiting or during highway repairs
v. caused by consisting of contributed to by or arising from pollution or contamination
vi. of less than 8 hours
vii. more specifically insured by any other extension of this policy

Limit
£50,000 any one claim and in total in the **Period of Insurance**
The maximum indemnity period under this extension will not exceed 1 month

Contents page

3 Bomb scare

The prevention of access to the **Premises** as a direct consequence of a bomb scare at or in the vicinity of the **Premises**
For the purpose of this extension the General terrorism exclusion does not apply

Excluding any loss or any period of loss
a. where the incident as described above is greater than 1 mile from the **Premises**
b. where police or fire and rescue services do not impose a cordon or restriction that prevents access
c. where access is hindered but not prevented
d. of less than 4 hours
e. more specifically insured by any other extension of this policy

Limit
£50,000 for any one incident
The maximum indemnity period under this extension will not exceed 7 days

4 Utilities

Damage at any of the following all within the **Geographical Limits**
a. generating station or sub-station of **Your** electricity supplier
b. land-based premises of **Your** gas supplier or any directly linked natural gas producer
c. water works or pumping station of **Your** water supplier
d. land-based premises of **Your** telecommunications services provider

Limit
£500,000 any one claim

5 Suppliers' extension

Damage at the premises of the following all within the **Geographical Limits**

a. Any **Supplier** specified in the schedule up to the limit shown against their name and premises
If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of 133$^1/_3$ of the relevant estimate but not exceeding £100,000 any one incident
b. Unspecified **Suppliers**

Limit
£50,000 any one incident

6 Storage sites

Damage at the following sites in which **You** store physical property all within the **Geographical Limits**

a. Any sites specified in the schedule up to the limit shown against each site
If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of 133$^1/_3$ of the relevant estimate but not exceeding £100,000 any one incident
b. Any of **Your** unspecified storage sites

Limit
£50,000 any one incident

Contents page

7 Customers' extension

Damage at the premises of the following all within the **Geographical Limits**

a. Any of **Your** customers specified in the schedule up to the limit shown against their name and premises
If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of $133^{1}/_{3}$ of the relevant estimate but not exceeding £50,000 any one incident
b. Any of **Your** unspecified customers

Limit
£15,000 any one incident

8 Failure of supply

Failure of the supply to **Your Premises** of electricity gas or water

Excluding
a. the deliberate act of the supplier in withholding or restricting supply
b. any restriction caused by strikes or labour disputes
c. any restriction or failure of less than 4 hours
d. drought
e. atmospheric and weather conditions unless failure is due to **Damage** caused by such conditions
f. any loss resulting from **Damage** to overhead cables unless occurring within 1 mile of the **Premises**

Limit
£5,000 any one incident

The maximum indemnity period under this extension will not exceed 3 months

9 Failure of telecommunication services

Failure of the telecommunication services at the **Premises** following **Damage** of or to telecommunications property anywhere in the **Geographical Limits**

Excluding
a. any restriction or failure of less than 4 hours
b. the failure of any telecommunication services received via satellite
c. any restriction caused by strikes or labour disputes

Limit
£5,000 any one incident

10 Reinstatement of Data

Unless more specifically insured **We** will pay costs necessarily and reasonably incurred by **You** in reinstating data that is lost or damaged as a consequence of **Damage** to **Computer Equipment** at **Your Premises**

Providing that
a. **Our** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment
b. **We** shall not be liable for any losses discovered later than 180 days after the loss occurred
c. **We** shall not be liable for loss or damage to software
d. **We** shall not be liable under this extension for costs more specifically described under Computers - Increased Cost of Working extension

Limit
£25,000 in total in the **Period of Insurance**

The limit provided by this extension is in addition to the limit of liability stated in **Your** schedule

11 Computers - Increased Cost of Working

Unless more specifically insured **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 in the **Period of Insurance**

12 Exhibition and other venues

Damage

a. occurring at any premises not in **Your** occupation within the **Geographical Limits** where **You** are holding or participating in an event or exhibition
b. to **Your** property for use in connection with the event or exhibition whilst anywhere within the **Geographical Limits** including whilst in transit by road rail or inland waterway

Limit
£10,000 any one incident

13 Book debts

If following **Damage** to **Your** records at the **Premises You** are unable to trace outstanding debit balances owed to **You We** will indemnify **You** for such loss as follows

a. **We** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances
b. **We** will pay additional expenditure incurred with **Our** prior 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 losses

i. arising from misfiling erasure distortion deliberate falsification of business records abnormal conditions of trade or from bad debts
ii. where within 30 days of the end of each month records of the total outstanding amounts in customers' monthly accounts are not kept in a different building to where the originals are kept

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

The limit provided by this extension is in addition to the limit of liability stated in **Your** schedule

14 Food poisoning defective sanitation vermin murder or suicide

The prevention or restriction of access to or closure of the **Premises** on the order or advice of the Police Environmental Health or other similar enforcement agency as a direct consequence of

a. any injury or illness sustained by any person arising from or traceable to food or drink provided at the **Premises**
b. any accident causing defects in drains or other sanitary arrangements at the **Premises**

Contents page

c. any discovery of **Vermin** at the **Premises**
d. murder rape or suicide at the **Premises**

Provided that
i. **We** will only be liable for the loss arising at premises **You** occupy and which are directly affected by the occurrence discovery or accident
ii. extensions which deem **Damage** at other locations to be **Damage** at the **Premises** shall not apply to this cover

Excluding any costs incurred in the cleaning repair replacement recall or checking of property

Limit
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
1. the sum insured by the items or
2. the limit of **Our** liability by the items if the declaration-linked basis applies

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the **Premises** are applied

15 Archaeological digs

If a claim is accepted by **Us** under this section and the interruption or interference which is the subject of the claim is increased by an archaeological exercise which follows discoveries made due to the occurrence of **Damage We** will pay the additional amount of loss resulting from the increased interruption or interference

The total amount **We** will pay will not exceed 10% of the sum insured by each item or £500,000 whichever is the less

16 Outsourced activities

Definition specific to this extension

Outsourced Services

means those business functions that **You** have contracted others to perform on **Your** behalf at no greater cost than if the function was not outsourced

Damage to property at locations owned or occupied by the suppliers of **Outsourced Services** to **You** within the **Geographical Limits**

Excluding
a. any remedy provided for by contract or future discounts or savings allowed in the costs for the **Outsourced Services**
b. costs associated with the change in the nature or extent of the **Outsourced Services**
c. additional costs in transferring **Outsourced Services** to another supplier if the contract is scheduled to expire within the **Indemnity Period**

Limit
£25,000 any one claim

Contents page

Conditions applicable to this section

1 Renewal clause — Declaration-linked basis

You shall prior to each renewal supply **Us** with the **Estimated Gross Profit** or **Estimated Revenue** or **Estimated Rent Receivable** for the financial year most closely corresponding with the forthcoming year of insurance

2 Premium adjustment clause

a. Sum insured basis

If **Your Gross Profit** or **Revenue** or **Rent Receivable** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) as certified by **Your** auditors for the financial year of 12 months most closely corresponding with any period of insurance is less than the sum insured a pro rata return of premium not exceeding 50% of the premium paid on each sum insured for such period of insurance will be made for the difference

If any **Damage** has occurred resulting in a claim the return premium will be for the difference in **Gross Profit** or **Revenue** or **Rent Receivable** which is not due to the **Damage**

b. Declaration-linked basis

The first and annual premiums are provisional and are based on the **Estimated Gross Profit** or **Estimated Revenue** or **Estimated Rent Receivable**

You shall supply **Us** within six months of the expiry of each period of insurance a declaration certified by **Your** auditors of **Your Gross Profit** or **Revenue** or **Rent Receivable** for the financial year most closely corresponding with the **Period of Insurance**

If any **Damage** has occurred resulting in a claim for loss of **Gross Profit** or **Revenue** or **Rent Receivable** the above-mentioned declaration will be increased by **Us** for the purpose of premium adjustment by the amount by which the **Gross Profit** or **Revenue** or **Rent Receivable** was reduced during the financial year solely in consequence of the **Damage**

If the declaration (adjusted as above and proportionately increased where the maximum indemnity period exceeds 12 months) is

i. less than the **Estimated Gross Profit** or **Estimated Revenue** or **Estimated Rent Receivable** for the relative period of insurance **We** will allow a pro rata return of premium paid on the **Estimated Gross Profit** or **Estimated Revenue** or **Estimated Rent Receivable** but not exceeding 50% of such premium
ii. greater than the **Estimated Gross Profit** or **Estimated Revenue** or **Estimated Rent Receivable** for the relative period of insurance **You** shall pay a pro rata addition to the premium paid on the **Estimated Gross Profit** or **Estimated Revenue** or **Estimated Rent Receivable**

3 Back-up records

You must
a. back-up original data at least every 7 days and
b. maintain at least one generation of verified back-up computer records and
c. keep one copy off site (this may include cloud storage) and
d. take precautions to make sure that all data is stored safely

Section 5 – Money with assault extension

Contents page

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 type (or in capital letters in the schedule) they will take the specific meaning shown below

Bodily Injury

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

Business Hours

means any time when anyone with responsibility for **Money** is in attendance at the **Premises** for the purpose of **Your Business**

Deferment Period

means the initial period specified in the schedule following **Bodily Injury** during which the **Temporary Partial Disablement** or the **Temporary Total Disablement** benefit is not payable

Insured Person

means any employee or **Authorised Volunteer** of the **Insured**

Loss of Eye(s)

means permanent total and irrecoverable loss of sight

1. in both eyes resulting in the **Insured Person's** name being added to the Register of Blind Persons or
2. in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

Loss of Limb(s)

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent total and irrecoverable loss of use of a complete leg foot arm or hand

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** in connection with a valid claim

Money

means physical money comprising of current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed banker's drafts unused postage stamps travellers' cheques National Savings stamps and certificates Premium Bonds National Insurance stamps and stamped National Insurance cards vouchers in respect of credit and debit card sales giro payment orders Value Added Tax purchase vouchers luncheon vouchers gift tokens and unused credit on postal franking machines belonging to **You** or for which **You** are responsible and pertaining to the **Business**

Money in Transit

means **Money** other than **Non-negotiable Money** in transit whilst in **Personal Custody** or in a bank night safe until the bank accepts responsibility

Contents page

Non-negotiable Money

means crossed cheques (other than pre-signed blank cheques) crossed postal orders crossed money orders crossed banker's drafts National Savings certificates Premium Bonds stamped National Insurance cards vouchers in respect of credit and debit card sales 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 engaging in their usual occupation 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 at least 50% of their usual occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Temporary Total Disablement

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

Cover A – Money

Cover

We will indemnify **You** in respect of physical **Damage** to **Money** in **Your** custody or control 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

Exclusions

We shall not be liable in respect of loss

1. **Deception**
   due to dishonesty of any director trustee partner employee or **Authorised Volunteer** of the **Insured** other than as provided for by the extensions for Dishonesty of employee or Fraudulent use of credit and debit cards
2. **Professional carrier**
   whilst the **Money** is in the custody or control of a professional carrier
3. **Unattended vehicle**
   from an unattended vehicle
4. **Vending or gaming machines**
   from any gaming or vending machine in excess of £250 unless otherwise stated in the schedule
5. **Errors or unexplained shortage**
   due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money

Contents page

6. **Keys and codes on the premises**
   from a safe or strongroom opened by a key or combination code where the key or combination code have been left on the premises outside of **Business Hours**
7. **Cash in transit**
   of cash in transit (until deposited in a secure area of **Your Premises** or at the bank) unless escorted by at least the following number of responsible 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

Extensions

The insurance provided by Cover A 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** of insured **Money**

2 Damage to clothing and personal belongings

We will indemnify **You** against **Damage** to clothing and personal belongings that belong to **You** or any of **Your** directors partners trustees employees **Authorised Volunteers** or representatives arising in connection with **Theft** of insured **Money**

3 Dishonesty of employee

We will indemnify **You** against **Damage** to **Money** due to the dishonesty of any director trustee **Authorised Volunteer** or employee of the **Insured**

Provided that

a. such loss is not more specifically insured
b. the loss is discovered within 28 days of the occurrence
c. **Our** liability for such loss shall not exceed £2,000 per person nor £5,000 in total in the **Period of Insurance**

4 Fraudulent use of credit and debit cards

We will indemnify **You** for loss resulting from the fraudulent use of any credit or debit card issued on behalf of the **Insured** ordinarily used in connection with the **Business**

Excluding

a. loss due to the use of any card where the terms under which it has been issued have not been fully complied with
b. losses covered by a bank or card issuer
c. fraudulent use by **You** or **Your** directors trustees or partners

Limit
£1,000 per card in the **Period of Insurance**

Contents page

5 Identity theft

We will pay the reasonable and necessary costs incurred with **Our** consent in protecting the interests of **Your Business** following the fraudulent use of the identity of the **Business** or of **Your** directors trustees partners or employees by a third party for the purposes of obtaining credit

Limit
£1,000 in the **Period of Insurance**

6 Fund raising events

For the period from two days before until seven days after a fund raising event the limits shown in the schedule are doubled for the following

a. **Money** whilst in the course of transit or in a bank night safe
b. **Money** whilst being counted or in the home of any employee or **Authorised Volunteer**
c. **Money** in a locked safe in the **Premises**

Cover B – Assault extension

Cover

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 attempted robbery **We** will pay the appropriate benefit

Scale of benefits

The level of benefits are shown in the schedule

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

1. Death
   £2,500
2. **Loss of Limb(s)** or **Loss of Eye(s)**
   £2,500
3. **Permanent Total Disablement**
   £2,500
4. **Temporary Total Disablement**
   £100 per week
5. **Temporary Partial Disablement**
   £40 per week

Exclusions

Age limits

We shall not be liable for **Bodily Injury** 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

Contents page

Extension

The insurance provided by Cover B is extended to include the following

Hospital benefit and Medical expenses

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** in the course of their employment by **You** as a direct result of robbery or attempted robbery **We** will pay

1. **Medical Expenses** incurred by the **Insured Person**
   Limit £500
2. £20 a day up to £200 if as a result of the **Bodily Injury** the **Insured Person** goes into hospital for in-patient treatment

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**
   Once disablement is deemed permanent all weekly benefits will cease
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. Other than periodic payments for **Temporary Total Disablement** or **Temporary Partial Disablement We** will not pay a benefit until the total amount has been agreed

Contents page

Section 6 – 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 type (or in capital letters in the schedule) they will take the specific meaning shown below

Act of Terrorism

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

Adverse Publicity

means any publicly available statement report comment or speculation upon any actual or alleged act omission or statement made which may result in damage to the good name standing or public opinion of the **Insured**

Business

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

1. the ownership repair and maintenance of **Your Premises**
2. the provision of catering social sports and welfare facilities for **Employed Persons** and first aid medical and ambulance services
3. the provision of fire and security services maintained only for the protection of premises owned or occupied by **You**
4. private work undertaken by an **Employed Person** with **Your** prior consent for a director trustee partner or **Employee** of **Yours**
5. participation in trade shows conferences or exhibitions worldwide
6. fundraising undertaken with the knowledge and authority of the **Insured**

but this does not include any work undertaken **Offshore**

Clean-up Costs

means the costs incurred by

1. a government agency or regulatory body
2. **You** with **Our** prior written consent where a government agency or regulatory body would have required remediation

in carrying out action to curtail or minimise or remediate a **Sudden Pollution or Contamination Incident** in respect of which **You** are legally responsible

Data Protection Legislation

means the Data Protection Act 2018

Employed Person(s)

means

1. any **Employee**
2. the following while under **Your** direct control and supervision
   a. self-employed persons
   b. any person employed by labour only sub-contractors
   c. labour masters and persons supplied by them

d. any person supplied to or hired or borrowed by **You** or on **Your** behalf
e. any person undertaking work experience training study or exchange schemes

Employee(s)

means any person under a contract of service or apprenticeship with **You** and **Authorised Volunteers**

Event(s)

means one occurrence or series of occurrences arising from or attributable to one source or original cause

Injury

means bodily or mental injury death disease or illness

Legal Costs

means

1. claimant's costs and expenses which **You** are legally liable to pay in connection with any claim which is or may be the subject of cover under this section of the policy
2. the cost of legal representation at any coroner's inquest or inquiry in respect of any death
3. the costs of legal representation at
   a. proceedings brought against the **Insured** any director trustee partner or **Employed Person** of the **Insured** in any court arising out of any alleged breach of statutory duty in respect of **Injury** which may be the subject of indemnity under this section of the policy including the defence of any criminal proceedings for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007 or breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
   b. any appeal against conviction in proceedings mentioned in a. provided that in the opinion of counsel appointed by mutual consent such appeal is more likely to succeed than not

   incurred with **Our** prior written consent
4. 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 pollution or contamination of buildings or other structures or of water land or the atmosphere

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**

Property

means material property

Sudden Pollution or Contamination Incident

means **Pollution or Contamination** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in the **Geographical Limits** during the **Period of Insurance**

Contents page

You/Your/Yours

means

1. the **Insured** named in the schedule
2. **Your** personal representatives in respect of legal liability incurred by **You**
3. at **Your** request
   a. any principal for whom **You** are carrying out a contract but only to the extent that is required by the conditions of contract
   b. any director trustee partner or **Employed Person** of **Yours**

   in respect of liability for which **You** would have been entitled to indemnity had the claim been made against **You**
4. 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
5. any director trustee partner or **Employee** of **Yours** in respect of private work carried out with **Your** prior consent by an **Employed Person** for such director trustee partner or **Employee**

Cover 1 – Employers' liability

Cover

We will indemnify **You** against **Your** legal liability to pay damages and **Legal Costs** in respect of **Injury** to an **Employed Person** caused during the **Period of Insurance** and arising out of and in the course of their employment with **You**

1. within the **Geographical Limits**

   or
2. while temporarily outside these territories

in connection with the **Business**

Employers' liability exclusions

No indemnity will be provided

1. **Road traffic legislation**

   for legal liability for which compulsory motor insurance or security is required under any road traffic legislation
2. **Fines and penalties**

   in respect of
   a. fines or penalties
   b. any compensation awarded by a court of criminal jurisdiction
   c. fees for intervention payable under the Health and Safety (Fees) Regulations 2012
   d. the costs of appeal against any improvement or prohibition notices
3. **Radioactive contamination**

   for legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
   a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

   where such legal liability is
   i. that of a principal
   ii. accepted under agreement and would not have attached in the absence of such agreement

Contents page

Limit of liability

Legal Costs are included within the limit of indemnity

The total amount **We** will pay in respect of
1. any one **Event** shall not exceed the limit of indemnity shown in the schedule
2. any one **Event** which is directly or indirectly caused by results from or is in connection with an **Act of Terrorism** shall not exceed the limit of indemnity shown in the schedule or £10,000,000 whichever is the less
3. all **Events** happening during the **Period of Insurance** in respect of the cost of representation in the defence of criminal proceedings or at any appeal against conviction and all other costs and expenses for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007 shall not exceed the limit of indemnity shown in the schedule or £10,000,000 whichever is the less

Where **We** are liable to indemnify more than one person the total amount payable in respect of damages and **Legal Costs** shall not exceed the limit of indemnity shown in the schedule

Employers' liability 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 **Injury** caused during any period of insurance and which arises out of and in the course of their employment with **You** in the **Business**
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 6 months after the date of the judgement

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

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

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 section of the policy **We** will provide **You** with the following rates of compensation for each day on which attendance is required

Limit
Any of **Your** directors trustees or partners £500
Any **Employed Person** £250

Contents page

3 PR crisis communication

In the event of any incident occurring during the **Period of Insurance** which results or could result in **Adverse Publicity We** will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by **Us** or approved by **Us** to help minimise the risk of damage to **Your** reputation or public and market confidence in **Your Business**

Provided that
a. the incident in **Our** opinion could result in a claim under this section of the policy
b. **You** take all reasonable measures to avoid or mitigate **Adverse Publicity**

We will not provide any indemnity for **Adverse Publicity** that results from
i. an intentional or malicious act by any trustee director or partner of **Yours**
ii. any actual or alleged physical abuse sexual harassment or sexual molestation

Limit
The maximum amount **We** will pay is £25,000 or the limit shown in the schedule for all incidents occurring during the **Period of Insurance**

4 Acquisitions

We will indemnify under the terms and conditions of this policy any company or other business entity either acquired or created by the **Insured** during the **Period of Insurance** from the date of such acquisition or creation

Provided that
a. the business of such company or entity falls within the definition of **Business**
b. **You** supply **Us** with full underwriting details regarding such company or entity within 30 days of its acquisition or creation
c. the total annual turnover of all such companies or entities acquired or created during any one period of insurance shall not exceed 20% of the annual turnover of the **Insured** as declared to **Us** at the beginning of such **Period of Insurance**
d. if after the date of acquisition or creation separate insurance covering the same liability remains in force subject to a limit of indemnity lower than that which applies to this section **Our** liability in respect of such company or entity shall not exceed the difference between the relevant limit of indemnity under such separate insurance and the limit of indemnity of this cover
e. **We** shall be entitled to charge an additional premium and to alter the terms conditions and exclusions of this policy in respect of such company or entity from the date of its acquisition or creation

Contents page

Cover 2 – Public & products liability

Cover

We will indemnify **You** against **Your** legal liability to pay damages and **Legal Costs** arising out of

1. accidental **Injury** of any person
2. accidental **Damage** to **Property**
3. nuisance trespass to land trespass to goods or interference with any easement right of air light water or way
   We will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **You** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **Your Business**
4. wrongful arrest or false imprisonment

happening during the **Period of Insurance** and caused in connection with the **Business**

Public & products liability exclusions

No indemnity will be provided

1. **Professional services**
   in respect of any liability connected with any error or omission in the provision of professional services
2. **Injury to employees**
   for legal liability in respect of **Injury** to any **Employed Person** arising out of and in the course of their employment with **You** in connection with the **Business**
3. **Property in your custody**
   for legal liability arising from **Damage** to **Property** which is owned or held in trust by **You** or which is in **Your** custody or control other than
   a. personal effects including vehicles and their contents belonging to **Employees** directors trustees partners or visitors
   b. premises and their contents not owned by leased or rented by **You** at which **You** are undertaking work in connection with the **Business**
   c. premises including fixtures and fittings hired by or leased rented or borrowed by **You** but **We** shall not be liable for
      i. the first £250 of any **Damage** other than caused by fire or explosion
      ii. any liability arising solely under the terms of any contract or agreement
      iii. any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
4. **Vehicles and crafts**
   for legal liability arising from ownership possession or use by **You** or on **Your** behalf of
   a. any mechanically propelled vehicle other than **Your** legal liability in respect of
      i. the use of battery powered wheelchairs and mobility scooters
      ii. the use of golf carts trolleys and buggies
      iii. the use of plant as a tool of trade on site
      iv. the use of plant at **Your** premises
      v. the loading or unloading of any vehicle
      vi. the movement of any vehicle not belonging to **You** which is interfering with the execution of the **Business**

Contents page

except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation

b. any craft designed to travel in on or through water air or space other than **Your** legal liability in respect of any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast

5. **Pollution or contamination**
for legal 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**
All **Pollution or Contamination** which arises out of one incident shall be deemed by **Us** to have occurred at the time such incident takes place

6. **Product defects and recall**
in respect of
a. **Damage** to any
i. **product** supplied
ii. contract work executed
by **You** which is caused by a defect or its unsuitability for its intended purpose
b. the costs of recall removal repair alteration replacement or reinstatement of any
i. **product** supplied
ii. contract work executed
by **You** which is necessitated by a defect or its unsuitability for its intended purpose

7. **Contractual liability**
for legal 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

8. **Fines or penalties**
in respect of
a. fines or penalties
b. liquidated damages
c. any compensation awarded by a court of criminal jurisdiction
d. multiplied aggravated exemplary or punitive damages
e. fees for intervention payable under the Health and Safety (Fees) Regulations 2012
f. the costs of appeal against any improvement or prohibition notices

9. **Products exported to North America**
for legal liability arising from **Products** exported by **You** or on **Your** behalf to the United States of America or Canada

10. **Aircraft products**
for legal liability arising from **Products** incorporated in any craft designed to travel through air or space

11. **Overseas work**
for legal liability caused by or arising from any work undertaken outside of the **Geographical Limits** but this exclusion shall not apply to
a. the supervision or execution of any manual work undertaken within the European Union
b. non-manual work undertaken in any country provided the Foreign Commonwealth and Development Office has not advised against all travel or all but essential travel

Contents page

12. **Asbestos**
    for legal liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **Asbestos**
    However this shall not apply where removing handling or disposing of **Asbestos** does not form part of **Your** usual business or any contract work undertaken and
    a. **You** have complied with any legal obligations to manage **Asbestos** and
    b. any discovery of **Asbestos** by **You** is unintentional and accidental and
    c. whereupon discovery of **Asbestos** all work immediately stops and
    d. a HSE licensed asbestos removal contractor is employed if legally required 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
13. **Terrorism**
    for legal liability directly or indirectly caused by resulting from or in connection with an **Act of Terrorism** arising at
    a. **Premises** of 40 storeys or more
    b. sports stadia or exhibition venues where attendance may exceed 15,000 people at any one time

Limit of liability

Legal Costs are payable in addition to the limit of indemnity except for claims which are brought within the legal jurisdiction of the United States of America or Canada where **Legal Costs** are included within the limit of indemnity

The total amount **We** will pay in respect of
1. any one **Event** shall not exceed the limit of indemnity shown in the schedule
2. all **Events** happening during the **Period of Insurance** in respect of **Products** shall not exceed the limit of indemnity shown in the schedule
3. all incidents arising from **Pollution or Contamination** which **We** deem to have occurred during the **Period of Insurance** shall not exceed the limit of indemnity shown in the schedule
4. any one **Event** which is directly or indirectly caused by results from or is in connection with an **Act of Terrorism** shall not exceed the limit of indemnity shown in the schedule or £10,000,000 whichever is the less
5. all **Events** happening during the **Period of Insurance** in respect of the cost of representation in defence of criminal proceedings or at any appeal against conviction and all other costs and expenses for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007 shall not exceed the limit of indemnity shown in the schedule or £10,000,000 whichever is the less

Where **We** are liable to indemnify more than one person the total amount payable in respect of damages and **Legal Costs** shall not exceed the limit of indemnity shown in the schedule

Contents page

Public & products liability extensions

Unless specifically stated otherwise these extensions do not increase **Our** liability as stated in the Limit of liability paragraph to this cover

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

1 Cross liabilities

If the **Insured** consist of more than one party **We** will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each

Provided that the maximum amount payable in respect of damages shall not exceed the limit of indemnity

2 Contingent motor liability

Notwithstanding the Vehicles and crafts exclusion **We** will indemnify the **Insured** in respect of legal liability 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 the **Insured**

We will not provide any indemnity

a. in respect of **Damage** to the vehicle or any **Property** carried in or on the vehicle
b. arising while the vehicle is being driven by the **Insured**
c. in respect of circumstances where the **Insured** or any person seeking indemnity are entitled to indemnity under any other insurance
d. in respect of legal liability arising outside the **Geographical Limits**

3 Data protection

We will indemnify **You** against **Your**

a. legal liability to pay damages and **Legal Costs** for material and non-material damage
b. defence costs and prosecution costs awarded against **You** in any prosecution

resulting from any breach or alleged breach of **Data Protection Legislation** happening during the **Period of Insurance** arising out of the conduct of **Your Business**

We will not provide any indemnity in respect of

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

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **Data Protection Legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim is first made against **You** in the **Period of Insurance** in respect of **Data Protection Legislation** then the indemnity provided by this extension is extended to indemnify **You** provided that **We** shall not be liable for

1. claims not insured by this extension
2. any claim or notice notified later than 28 days after receipt of such claim or notice

The total amount **We** will pay in respect of
a. shall not exceed £1,000,000 any one claim and in total in the **Period of Insurance**
b. shall not exceed £100,000 any one claim and in total in the **Period of Insurance**

4 Defective Premises Act

We will indemnify the **Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by **You**

We will not provide any indemnity in respect of the cost of remedying any defect or alleged defect in the premises disposed of

5 Overseas personal liability

We will indemnify **Employed Persons** and the families of such **Employed Persons** in respect of personal liability for **Injury** or **Damage** arising other than in connection with the **Business** or any business of the person claiming indemnity while such persons are temporarily outside the **Geographical Limits** in connection with the **Business**

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

6 Clean-up costs

Notwithstanding the Pollution or contamination exclusion in the event of a **Sudden Pollution or Contamination Incident We** will indemnify **You** in respect of
a. **Clean-up Costs** arising solely under a statutory provision that operates in any part of the **Geographical Limits**
b. **Legal Costs** in relation to any matter which may form the subject of indemnity under this extension incurred with **Our** prior written consent
c. **Legal Costs** incurred with **Our** prior written consent in any appeal against any statutory notice served or to be served upon **You** by any enforcing authority for any enforcement action which would be the subject of indemnity under this extension

No indemnity will be provided for costs (including **Clean-up Costs**)
i. incurred in achieving any improvement betterment or alteration in any original property
ii. for remedial action carried out or in relation to property which at the time of the **Sudden Pollution or Contamination Incident** giving rise to such legal liability is owned by or held in trust by **You** or in **Your** custody or control
iii. incurred in relation to the reinstatement reintroduction or provision of any living organism or natural habitat
iv. arising out of a genetically modified organism

Contents page

v. comprising the first 10% of **Clean-up Costs** and **Legal Costs** arising out of any one **Sudden Pollution or Contamination Incident** subject to a minimum contribution by **You** of £2,500 and a maximum contribution of £25,000
vi. arising solely from **Your** liability under legislation operating in any part of Great Britain or Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009

Provided that
1. all **Pollution or Contamination** which arises out of one **Sudden Pollution or Contamination Incident** shall be deemed by **Us** to have occurred at the time such incident takes place
2. all costs covered under this extension will form part of and not exceed the limit of indemnity shown in the schedule for all incidents considered by **Us** to have occurred during the **Period of Insurance** in respect of **Pollution or Contamination**

Limit
The total amount payable under this extension shall not exceed £1,000,000 in respect of all **Clean-up Costs** and **Legal Costs** for all incidents occurring during the **Period of Insurance**

7 Compensation for court attendance

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

Limit
Any of **Your** directors trustees or partners £500
Any **Employed Person** £250

8 Libel slander and breach of intellectual property rights

The insurance by this extension is on a 'claims made' basis, which means it covers claims made against you – and notified to us – during the period of insurance. It is therefore most important that as soon as you become aware of any claim being made against you, or any circumstances that may give rise to a claim, you notify us in writing.

We will indemnify **You** against **Your** legal liability to pay damages and **Legal Costs** arising from any claim first made against **You** and notified to **Us** during the **Period of Insurance** caused by
a. the publication or utterance by **You** or on **Your** behalf of a libel or slander
b. infringement of trademark registered design copyright or patent right
in connection with **Your Business**

We will not provide any indemnity
i. for criminal or intentional libel slander or infringement
ii. for any damages costs or expenses brought about by the personal spite or ill will of **You** towards a claimant in respect of libel or slander
iii. in respect of publication or utterances made at the direction of any party entitled to indemnity by this section with the knowledge of the libellous or slanderous effect thereof
iv. in respect of any legal actions in a court of law outside the **Geographical Limits**
v. in respect of liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **You** at the inception of this extension

vi. where indemnity is provided by any other insurance
vii. in respect of liability arising solely under the terms of any contract or agreement

Limit
The most **We** will pay in respect of all damages and **Legal Costs** is £250,000 in the **Period of Insurance**

All claims attributable to the same act of libel slander or infringement or series of acts resulting from or attributable to the same original cause or source will be regarded as one claim

All such claims will be considered first made on the date on which the earliest claim is first made

9 PR crisis communication

In the event of any incident occurring during the **Period of Insurance** which results or could result in **Adverse Publicity We** will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by **Us** or approved by **Us** to help minimise the risk of damage to **Your** reputation or public and market confidence in **Your Business**

Provided that
a. the incident in **Our** opinion could result in a claim under this section of the policy
b. **You** take all reasonable measures to avoid or mitigate **Adverse Publicity**

We will not provide any indemnity for **Adverse Publicity** that results from
i. an intentional or malicious act by any trustee director or partner of **Yours**
ii. any actual or alleged physical abuse sexual harassment or sexual molestation

Limit
The maximum amount **We** will pay is £25,000 or the limit shown in the schedule for all incidents occurring during the **Period of Insurance**

10 Acquisitions

We will indemnify under the terms and conditions of this policy any company or other business entity either acquired or created by the **Insured** during the **Period of Insurance** from the date of such acquisition or creation

Provided that
a. the business of such company or entity falls within the definition of **Business**
b. **You** supply **Us** with full underwriting details regarding such company or entity within 30 days of its acquisition or creation
c. the total annual turnover of all such companies or entities acquired or created during any one period of insurance shall not exceed 20% of the annual turnover of the **Insured** as declared to **Us** at the beginning of such **Period of Insurance**
d. if after the date of acquisition or creation separate insurance covering the same liability remains in force subject to a limit of indemnity lower than that which applies to this section **Our** liability in respect of such company or entity shall not exceed the difference between the relevant limit of indemnity under such separate insurance and the limit of indemnity of this cover
e. **We** shall be entitled to charge an additional premium and to alter the terms conditions and exclusions of this policy in respect of such company or entity from the date of its acquisition or creation

Contents page

Cover 3 – Prosecution defence costs

Cover

We will subject to the limit of indemnity indemnify **You** in respect of
1. legal costs and expenses incurred with **Our** written consent
2. 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
a. the Health & Safety at Work etc. Act 1974
b. Part II of the Consumer Protection Act 1987
c. the Food Safety Act 1990

alleged to have been committed during the **Period of Insurance** in connection with the **Business**

We will not provide any indemnity
i. where indemnity is provided by any other insurance
ii. 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
iii. in respect of
    1. fines or penalties
    2. liquidated damages
    3. any compensation awarded by a court of criminal jurisdiction
    4. multiplied aggravated exemplary or punitive damages
    5. fees for intervention payable under the Health and Safety (Fees) Regulations 2012
    6. the costs of appeal against any improvement or prohibition notices
iv. 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
v. where the proceedings have resulted from any deliberate act or omission by
    1. **You** or any director trustee or partner of **Yours**
    2. any **Employed Person** 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

The total amount **We** will pay in respect of any one claim shall not exceed £1,000,000

Liabilities section cyber exclusion

No indemnity will be provided in respect of any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling preventing suppressing or remediating any **Cyber Act** or **Cyber Incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto

This exclusion will not apply to legal liability to pay damages and **Legal Costs** resulting from
1. statutory liability under the Employers' Liability cover
2. liability caused by or arising out of a **Cyber Act** or a **Cyber Incident** that results in **Injury** to third parties or physical damage to third party **Property**
3. liability arising under the Data Protection extension

Contents page

Any loss damage liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any loss of use reduction in functionality repair replacement restoration or reproduction of any **Data** including any amount pertaining to the value of such **Data** is not covered and is not considered as physical loss or damage for the purposes of this exclusion

Condition applying to all cover

Adjustment of premium

If any part of the premium has been calculated on estimates **You** shall within 30 days from the expiry of each period of insurance supply to **Us** such information as **We** may require
The premium for such period will be adjusted and the difference paid by or allowed to **You** subject to any minimum premium

Contents page

Section 7 – Legal expenses

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

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged through DAS Legal Expenses Insurance Company Limited (DAS).

We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf.

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 deal with your query.

The legal advisers will help you to understand what your legal rights are, what course of action can be taken and whether the issue could be covered under this policy. It is important that you call the legal advice service as soon as possible, as it may improve your chances of a successful outcome, or mitigate matters from progressing further.

The online information and tools are also useful in helping you to resolve your legal issue.

Reporting a claim

Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed that you should do so. If you do, we will not pay the costs involved even if DAS accept the claim.

To report your claim, use the online tool at www.dasinsurance.co.uk or call DAS on **0345 268 9124**, available 24 hours a day, 7 days a week. Have your reference number (shown in the Legal expenses part of your schedule) ready and DAS will ask you about your claim.

In the days after reporting the claim, DAS' claims handlers will check if your claim is covered by this section of the policy, and will decide on the best course of action for you. This may include directing you to the legal advice helpline or online tools (if you have not already used them for your legal issue), submitting the claim under a different section of your policy, or perhaps registering a complaint with the person you want to claim against. If it is best to deal with the matter as a legal claim, DAS will send it to a lawyer who specialises in your type of claim.

The lawyer will assess your case and tell you how likely it is you will win. If you are more likely than not to win, the lawyer will manage the case from start to finish.

Determining your likelihood of winning is important, in order to ensure that the court does not consider your claim to be a waste of resources and to safeguard you against having to pay damages to the other side as a result of pursuing a claim that you are likely to lose.

Please note this is an overview of the claims process for guidance purposes only. DAS' claims handlers can answer any questions you may have when they receive your claim. Alternatively you can visit www.dasinsurance.co.uk/how-to-make-a-claim

DAS Legal Expenses Insurance Company Limited
DAS Parc,
Greenway Court,
Bedwas,
Caerphilly, CF83 8DW

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

Website: www.dasinsurance.co.uk

DAS Data Protection

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company Limited (DAS).

When you purchase and use this policy, DAS will process personal information about you, and anyone else whose details are provided to them to provide you with a service or a claim.

DAS will process your personal information in accordance with their Privacy Notice. You can find their Privacy Notice online at www.dasinsurance.co.uk/legal/privacy-statement. Alternatively, you can make a request for a printed copy to be sent to you by contacting dataprotection@das.co.uk

Definitions

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

Appointed Representative

means the **Preferred Law Firm** law firm tax consultancy accountant or other suitably qualified person **DAS** appoint to act on the **Insured Person's** behalf in accordance with the terms of this section

Charity Commission Enquiry/Enquiries

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

Costs and Expenses

means

1. All reasonable proportionate and necessary costs chargeable by the **Appointed Representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**
2. The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them or the **Insured Person** pays them with the agreement of **DAS**

Countries Covered

means

For **Insured Event** 2 – Legal defence (excluding 2e. - Legal defence Formal investigations and disciplinary hearings and 2f. - Legal defence Statutory notice appeals) and **Insured Event** 6b. - Property protection and personal injury Personal injury

The United Kingdom of Great Britain and Northern Ireland the European Union the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Gibraltar Iceland Liechtenstein Monaco Montenegro North Macedonia Norway San Marino Serbia Switzerland and Turkey

For all other **Insured Events**

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

DAS
means DAS Legal Expenses Insurance Company Limited

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

Where a law firm is acting on the **Insured's** behalf the amount **We** will pay is currently £100 per hour

This amount may vary from time to time

Date of Occurrence
means

1. For civil cases (other than as specified under 3. to 8. below) the date of the event that leads to a claim
   If there is more than one event arising at different times from the same originating cause the **Date of Occurrence** is the date of the first of these events
   (This is the date the event happened which may be before the date the **Insured** or an **Insured Person** first became aware of it)
2. For criminal cases the date the **Insured Person** began or is alleged to have begun to break the law
3. For **Insured Event** 2e. – Legal defence Formal investigations and Disciplinary hearings the date when an **Insured Person** first became aware of the investigation or disciplinary hearing against them
4. For **Insured Event** 2f. – Legal defence Statutory notice appeals the date when the **Insured Person** is issued with the relevant notice and has the right to appeal
5. For **Insured Event** 3 – Statutory licence appeal the date when the **Insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend alter the terms of or refuse to renew or cancel the **Insured's** licence or mandatory registration or British Standard Certificate of Registration
6. For **Insured Event** 7a. – Tax protection for **Tax Enquiries** the date when HM Revenue & Customs or the relevant authority first notifies the **Insured** of its intention to carry out an enquiry
7. For **Insured Event** 7b. – Tax protection for **Charity Commission Enquiries** the date the **Insured** receives notification from the Charity Commission that they are to conduct an investigation
8. For **Insured Events** 7c. and d. - Tax protection for **Employer Compliance Disputes** or **VAT Disputes** the date the dispute arises during the **Period of Insurance** following the issue of an assessment written decision or notice of a civil penalty

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

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

Contents page

Insured Person(s)

means

1. The **Insured** and the directors trustees partners managers employees and volunteers of the **Insured**
2. The estates heirs legal representatives or assigns of any person mentioned in 1. above in the event of such person dying
3. A person contracted to perform work for the **Insured** who works for them on the same basis as their employees and performs that work under their supervision and direction

Limit of Indemnity

means the most **We** will pay in **Costs and Expenses** and any compensation awards payable by **Us** for all claims resulting from one or more events arising at the same time or from the same originating cause

Please refer to the policy schedule for this amount

In respect of **Insured Event** 1b. - Employment disputes and compensation awards Compensation awards the most **We** will pay for the total of all compensation awards in any one **Period of Insurance** shall not exceed £1,000,000

This total limit will form part of and not be in addition to the **Limit of Indemnity**

Period of Insurance

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

Preferred Law Firm

means a law firm barrister or tax expert **DAS** choose to provide legal or other services

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

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

Reasonable Prospects

means

1. For civil cases the prospects that the **Insured Person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **DAS** have agreed to including an enforcement of judgment) or make a successful defence must be at least 51%
   A **Preferred Law Firm** or tax consultancy on **DAS'** behalf will assess whether there are **Reasonable Prospects**
2. For criminal cases there is no requirement for there to be prospects of a successful outcome
3. For civil and criminal appeals the prospects of a successful outcome must be at least 51%

Tax Enquiry/Enquiries

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

1. includes a request to examine any aspect of the **Insured's** books and records or
2. advises of a check of the **Insured's** whole tax return

VAT Dispute(s)

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

Contents page

Cover

We will indemnify the **Insured** (or where specified the **Insured Person**) in respect of any **Insured Event** arising in connection with the **Business** subject to the terms conditions exclusions and limitations set out in this policy provided that

1. **Reasonable Prospects** exist for the duration of the claim
2. the **Date of Occurrence** of the **Insured Event** is
   a. during the **Period of Insurance** or
   b. during the currency of a previous equivalent legal expenses insurance policy provided that
      i. the previous legal expenses insurance policy required the **Insured** to report claims during its currency
      ii. the **Insured** could not have notified a claim previously as they could not have reasonably been aware of the **Insured Event**
      iii. cover has been continuously maintained in force
      iv. any claim that should have been reported under a previously operative legal expenses insurance policy will not be covered by **Us** and
      v. the available **Limit of Indemnity** shall be limited to the lesser of the sums payable under this or the **Insured's** previous policy and
3. the **Insured Event** happens within the **Countries Covered** and
4. any legal proceedings or investigation will be dealt with by a court or other body which **DAS** agree to within the **Countries Covered**

What we will pay

We will pay an **Appointed Representative** on the **Insured's** behalf **Costs and Expenses** incurred following an **Insured Event** and any compensation awards that **DAS** has agreed to provided that

1. the most **We** will pay for **Costs and Expenses** and compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the **Limit of Indemnity** in the policy schedule
2. the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm** or tax consultancy
   The amount **We** will pay a law firm (where acting on the **Insured's** behalf) is currently £100 per hour - this amount may vary from time to time
3. in respect of an appeal or the defence of an appeal the **Insured** must tell **DAS** within the time limits allowed that they want to appeal
   Before **We** pay the **Costs and Expenses** for appeals **DAS** must agree that **Reasonable Prospects** exist
4. in respect of an enforcement of judgment to recover money and interest due to the **Insured** after a successful claim under this section of the policy **DAS** must agree that **Reasonable Prospects** exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **We** will pay in **Costs and Expenses** is the value of the likely award
6. in respect of **Insured Event** 2g. – Legal defence Jury service and court attendance the maximum **We** will pay is the **Insured Person's** net salary or wages for the time that they are attending court or tribunal less any amount the **Insured** court or tribunal pays
   We will also reimburse the **Insured** for net salary or wages that they have paid the **Insured Person** for that time less any amount they have been paid by or can recover from the court or tribunal

What we will not pay

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

Insured events

1 Employment disputes and compensation awards

a. Employment disputes

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

i. before the issue of legal proceedings in a court or tribunal
   1. following the dismissal of an employee or
   2. where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure

ii. in any unfair dismissal dispute under the ACAS Arbitration Scheme or

iii. in legal proceedings in respect of any dispute relating to
   1. a contract of employment with the **Insured** or
   2. an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation

Exclusions

a. Any employment dispute where the originating cause of action arises within the first 90 days of the commencement of this section
b. Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this section
c. Employee internal disciplinary or grievance procedures
d. Any claim in respect of damages for personal injury or loss of or damage to property
e. Any claim arising from or relating to Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
f. Any claim relating to pursuing the **Insured's** legal rights

If a claim is made under **Insured Event** 1a. exclusions a. and b. above will not be enforced if the **Insured** can provide written evidence of continuous and equivalent employment legal expenses insurance immediately prior to inception of this section

b. Compensation awards

Where **DAS** have accepted a claim under **Insured Event** 1a. - Employment disputes and compensation awards Employment disputes **We** will pay up to the **Limit of Indemnity** for the following

i. any basic and compensatory award

and/or

Contents page

ii. an order for compensation or damages following a breach of the **Insured's** statutory duties under employment legislation

Provided that

1. in cases relating to performance and/or conduct the **Insured** has throughout the employment dispute either
   a. followed the ACAS Code of Practice on Disciplinary and Grievance Procedures 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 (0345 268 9124)
2. for an order of compensation following the **Insured's** breach of statutory duty under employment legislation the **Insured** has at all times sought and followed the advice from **DAS'** legal advice service since the date when the **Insured** knew or should have known about the employment dispute
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the **Insured** has sought and followed the advice from **DAS'** Legal Advice Service before starting any redundancy process or procedure with employees
4. any sum of money in settlement of a dispute is awarded by a court or tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **DAS**

Exclusions

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

c. Employee civil legal defence

Costs and Expenses to defend the **Insured Person's** (other than the **Insured's**) legal rights if

i. an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination or
ii. civil action is being taken against them as trustee of a pension fund set up for the benefit of the **Insured's** employees

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

d. Service occupancy

Costs and Expenses to recover possession of premises owned by or for which the **Insured** is responsible from an employee or ex-employee of the **Insured**

Exclusion

Any claim relating to defending the **Insured's** legal rights other than defending a counter-claim that is an **Insured Event** under this section of the policy

Contents page

2 Legal defence

Costs and Expenses to defend the **Insured Person's** legal rights in respect of the following

a. Criminal pre-proceedings cover
Prior to the issue of legal proceedings when dealing with the police or other body with criminal investigatory powers where it is alleged that the **Insured Person** has or may have committed a criminal offence

b. Criminal prosecution defence
Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction

Provided that for **Insured Events** 2a. - Legal defence criminal pre-proceedings and 2b. - Legal defence Criminal prosecution defence

i. for claims relating to the Health and Safety at Work etc Act 1974 the **Countries Covered** shall be any place where the Act applies
ii. **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule

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

i. an individual
We will also pay any compensation award up to the **Limit of Indemnity** in respect of such a claim
ii. a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor
We will not pay any compensation award in respect of such a claim

Provided that in respect of 2c.i. - Legal defence Data protection any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **Us**

We will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body

d. Wrongful arrest
Civil action taken against the **Insured Person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**

e. Formal investigations and disciplinary hearings
In representing the **Insured Person**

i. throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an **Insured Person**
ii. throughout a formal investigation or disciplinary hearing conducted by any other relevant business association professional or regulatory body

f. Statutory notice appeals
An appeal against the imposition or terms of any statutory notice issued under legislation affecting the **Insured's Business**

Contents page

We will also pay for

g. Jury service and court attendance
An **Insured Person's** absence from work
i. to perform jury service
ii. to attend any court or tribunal at the request of the **Appointed Representative** in relation to a claim that is an **Insured Event** under this section of the policy

Provided that for each of the above sections of **Insured Event** 2 - Legal defence the **Insured** requests that **DAS** provides cover for the **Insured Person**

Exclusions
a. For 2a. - Legal defence Criminal pre-proceedings any criminal investigation or enquiry relating to an **Insured Person's** tax affairs
b. For 2a. - Legal defence Criminal pre-proceedings cover and 2b. - Legal defence Criminal prosecution defence cover any claim relating to a parking offence
c. For 2c. - Legal defence Data protection cover any claims relating to
   i. the loss alteration corruption or distortion of or damage to stored personal data or
   ii. a reduction in the functionality availability or operation of stored personal data
   where either i. or ii. above have resulted from hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code computer virus or similar mechanism
d. For 2f. - Legal defence statutory notice appeals cover
   i. any statutory notice issued by an **Insured Person's** regulatory or governing body
   ii. any appeal against the imposition or terms of any statutory notice issued in connection with an **Insured's** licence mandatory registration or British Standard Certificate of Registration
   iii. any appeal which does not follow or is not eligible to follow the appeals process set out in the legislation under which the relevant notice has been issued
e. for 2g. - Legal defence Jury service and court attendance any claim where the **Insured** or **Insured Person's** loss cannot be proven by them

3 Statutory licence appeal

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

Exclusions
a. The original application or renewal application of a statutory licence or mandatory registration or British Standard Certificate of Registration
b. Any licence appeal relating to the ownership driving or use of a motor vehicle

4 Contract disputes

Costs and Expenses in a contractual dispute arising from an agreement or 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
a. the amount in dispute exceeds £250 (including VAT)
b. if the amount in dispute exceeds £5,000 (including VAT) the **Insured** must pay the first £500 of any claim

Contents page

If the **Insured** is using a **Preferred Law Firm** the **Insured** will be asked to pay this within 21 days of the claim having been assessed as having **Reasonable Prospects** - if the **Insured** does not pay this amount cover could be withdrawn
If the **Insured** is using their own law firm this will be within 21 days of their appointment following confirmation the claim has **Reasonable Prospects**

c. 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
d. if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (including VAT)

Exclusions

i. Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any dispute arising from an agreement entered into prior to the start of this section if the **Date of Occurrence** is within the first 90 days of the cover provided by this section
ii. Any claim relating to the following
    1. A dispute relating to an insurance policy other than when the **Insured's** insurer refuses a claim
    2. The
        - sale
        - purchase
        - terms of a lease
        - licence
        - tenancy

       of land or buildings however **We** will cover a dispute with a professional adviser in connection with these matters
    3. A loan mortgage pension guarantee or any other financial product however **We** will cover a dispute with a professional adviser in connection with these matters
    4. A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
iii. A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **Insured**
iv. A dispute which arises out of the
    - sale or provision of computer hardware software systems or services or
    - purchase or hire of computer hardware software systems or services tailored by a supplier to the **Insured's** own specification
v. A dispute arising from a breach or alleged breach of professional duty by an **Insured Person**
vi. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists

5 Debt recovery

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

Provided that

a. the debt exceeds £250 (including VAT)
b. the claim is made within 90 days of the money becoming due and payable
c. **DAS** have the right to select the method of enforcement or to forego enforcing judgment if they are not satisfied that there are or will be sufficient assets available to satisfy judgement

Exclusions

i. Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section
ii. Any claim relating to the following
    1. The settlement payable under an insurance policy
    2. The
        - sale
        - purchase
        - terms of a lease
        - licence
        - tenancy

       of land or buildings
    3. A loan mortgage pension guarantee or any other financial product however **We** will cover a dispute with a professional adviser in connection with these matters
    4. A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
iii. A dispute which arises out of the supply hire sale or provision of computer hardware software systems or services
iv. The recovery of money and interest due from another party where the other party intimates that a defence exists
v. Any dispute which arises from debts the **Insured** has purchased from a third party

6 Property protection and personal injury

a. Property protection

Costs and Expenses in a civil dispute relating to physical property which is owned by or the responsibility of the **Insured** provided that the **Insured** has established the legal ownership or right to that physical property that is the subject of the dispute or there are reasonable prospects of establishing the **Insured** has the legal ownership or right to the physical property following

i. any event which causes physical damage to such physical property
   or
ii. a legal nuisance
   or
iii. a trespass

Exclusions

Any claim relating to the following

1. A contract entered into by the **Insured**
2. Physical property which is in transit or is lent or hired out
3. Physical property at premises other than those occupied by the **Insured** unless it is at such premises for the purpose of installations or use in work to be carried out by the **Insured**
4. Defending the **Insured's** legal rights other than in defending a counter-claim that is an **Insured Event** under this section of the policy
5. A motor vehicle owned by or used by or hired by or leased to an **Insured Person** (other than damage to motor vehicles where the **Insured** is engaged in the business of selling motor vehicles)
6. The enforcement of a covenant by or against the **Insured**

b. Personal injury

At the **Insured's** request **We** will pay **Costs and Expenses** for an **Insured Person's** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them

Exclusions
Any claim relating to the following
i. Any illness or bodily injury that develops gradually
ii. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
iii. Defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim
iv. Clinical negligence

7 Tax protection

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

a. A **Tax Enquiry**
b. A **Charity Commission Enquiry**
c. An **Employer Compliance Dispute**
d. A **VAT Dispute**

Provided that the **Insured** or the director trustee or partner under investigation has taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed

Exclusions
Any claim relating to the following
i. A tax avoidance scheme
ii. Any failure to register for Value Added Tax or Pay As You Earn
iii. Any investigation or enquiries by with or on behalf of HM Revenue & Customs Special Investigation Section Special Civil Investigations Criminal Investigations Unit Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office
iv. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences
v. Import or excise duties and import VAT

Conditions

1. **Your representation**
    a. On receiving a claim if representation is necessary **DAS** will appoint a **Preferred Law Firm** or tax consultancy as the **Insured Person's Appointed Representative** to deal with their claim They will try to settle the claim by negotiation without having to go to court
    b. If the appointed **Preferred Law Firm** or tax consultancy cannot negotiate settlement of the claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the **Insured Person** may if they prefer choose a law firm or tax expert of their own choice to act as the **Appointed Representative**
    DAS will choose the **Appointed Representative** to represent the **Insured Person** in any proceedings where **We** are liable to pay a compensation award

Contents page

c. If the **Insured Person** chooses a law firm as their **Appointed Representative** who is not a **Preferred Law Firm** or tax consultancy **DAS** will give the **Insured Person's** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm** or tax consultancy
However if they refuse to act on this basis the most **We** will pay is the amount **We** would have paid if they had agreed to the **DAS Standard Terms of Appointment**
The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour
This amount may vary from time to time
d. The **Appointed Representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim

2. **Your responsibilities**
An **Insured Person** must
a. co-operate fully with **DAS** and the **Appointed Representative**
b. give the **Appointed Representative** any instructions that **DAS** ask them to

3. **Offers to settle a claim**
a. An **Insured Person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from **DAS**
b. If an **Insured Person** does not accept a reasonable offer to settle a claim **We** will not pay further **Costs and Expenses**
c. **We** may decide to pay an **Insured Person** the reasonable value of the claim that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action
In these circumstances an **Insured Person** must allow **DAS** to take over and pursue or settle a claim in their name
An **Insured Person** must allow **DAS** to pursue at **Our** expense and for **Our** benefit any claim for compensation against any other person and an **Insured Person** must give **DAS** all the information and help **DAS** need to do so

4. **Assessing and recovering costs**
a. An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed assessed or audited if **DAS** ask for this
b. An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **We** have to pay and must pay **Us** any amounts that are recovered

5. **Cancelling an appointed representative's appointment**
If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason the cover **We** provide will end at once unless **DAS** agree to appoint another **Appointed Representative**

6. **Withdrawing cover**
a. If an **Insured Person** settles a claim or withdraws their claim without **DAS'** agreement or does not give suitable instructions to the **Appointed Representative We** can withdraw cover and will be entitled to reclaim any **Costs and Expenses We** have paid
b. If during the course of a claim **Reasonable Prospects** no longer exist the cover **We** provide will end at once
We will pay any **Costs and Expenses** and compensation awards **We** have agreed to up to the date cover was withdrawn

7. **Expert opinion**
If there is a disagreement between an **Insured Person** and **DAS** on the merits of the claim or proceedings or on a legal principle **DAS** may suggest the **Insured Person** obtains at their own expense an opinion on the matter from an independent and appropriate expert

The expert must be approved in advance by **DAS** and the cost expressly agreed in writing between the **Insured Person** and **DAS**
Subject to this **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence
This does not affect the **Insured Person's** rights under section condition 8.

8. **Arbitration**
If there is a disagreement about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure the Financial Ombudsman Service may be able to help
This is a free complaint resolution service for eligible complaints (details available from www.financial-ombudsman.org.uk)
Alternatively there is a separate arbitration process available that can be used to settle any dispute with **DAS**
The arbitrator will be a jointly agreed barrister solicitor or other suitably qualified person
If there is a disagreement over the choice of arbitrator **DAS** will ask the Chartered Institute of Arbitrators to decide
The arbitrator will decide who will pay the costs of the arbitration
For example costs may be split between the parties or one party may pay all the costs
9. **Keeping to the policy terms**
An **Insured Person** must
a. keep to the terms and conditions of this policy
b. take reasonable steps to avoid and prevent claims
c. take reasonable steps to avoid incurring unnecessary costs
d. send everything **DAS** ask for in writing
e. give **DAS** full and factual details of any claim and any other information they need as soon as possible and
f. report any claim to **DAS** within 180 days of the date the **Insured Person** should have known about the **Insured Event**
10. **Equivalent legislation**
All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland Northern Ireland the Isle of Man and the Channel Islands as appropriate

Exclusions

1. **Costs DAS have not agreed**
Costs and Expenses incurred before **DAS'** expressed acceptance
2. **Court awards and fines**
Fines penalties compensation or damages which the **Insured Person** is ordered to pay by a court or other authority other than compensation awards as covered under **Insured Event** 1b. – Employment disputes and compensation awards Compensation awards and **Insured Event** 2c. – Legal defence Data protection
3. **Intellectual property rights**
Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
4. **Franchise or agency agreements**
Any claim relating to rights under a franchise or agency agreement entered into by the **Insured**

5. **Wilful acts**
   Any wilful act or omission of an **Insured Person** deliberately intended to cause a claim under this section of the policy
6. **A dispute with us or DAS**
   Any claim under this section of the policy for a dispute with **Us** or **DAS**
   For disagreements with **DAS** about the handling of a claim under this section of the policy refer to section condition 8.
7. **Shareholding or partnership disputes**
   Any claim relating to a shareholding or partnership share in the **Insured's** business
8. **Judicial review coroner's inquest or fatal accident inquiry**
   Costs and Expenses arising from or relating to judicial review coroner's inquest or fatal accident inquiry
   This exclusion does not apply to **Insured Event** 6b. – Property protection and personal injury Personal injury
9. **Legal action DAS have not agreed**
   Any legal action an **Insured Person** takes which **DAS** or the **Appointed Representative** have not agreed to or where the **Insured Person** does anything that hinders **DAS** or the **Appointed Representative**
10. **Bankruptcy**
    Any claim where either at the start of or during the course of a claim
    a. the **Insured** is declared bankrupt
    b. the **Insured** has filed a bankruptcy petition
    c. the **Insured** has filed a winding-up petition
    d. the **Insured** has made an arrangement with their creditors
    e. the **Insured** has entered into a deed of arrangement
    f. the **Insured** is in liquidation
    g. part or all of the **Insured's** affairs or property are in the care or control of a receiver or administrator
11. **Libel and slander**
    Any claim relating to written or verbal remarks that damage the **Insured Person's** reputation
12. **Litigant in person**
    Any claim where an **Insured Person** is not represented by a law firm barrister or tax expert

Contents page

Section 8 – Fidelity

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

Definitions

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

Acting in Collusion

means all circumstances where two or more **Employees** are concerned or implicated together or materially assist each other in an act of **Theft**

Commencement Date

means the operative date of insurance cover for a named **Employee** or category of **Employees** other than as provided in relation to any superseded fidelity insurance

Electronic Instructions

means electronic instructions issued from a computer on **Your** premises to a bank or financial institution at which **You** hold an account directing them to make a payment for a fixed amount from **Your** account to the account of a third party

Employee(s)

means any person normally resident within the **Geographical Limits** who is

1. under a contract of service or apprenticeship with **You**
2. engaged as a work experience student or youth training scheme participant while under **Your** direct control and supervision
3. a director of **Yours** if such person
   a. is also employed by **You** under a contract of service and
   b. controls no more than 5% of the issued share capital of **Your** company
4. a person retired from full-time employment with **You** who is working for **You** as a consultant under **Your** control or direction
5. a volunteer working under **Your** control or direction provided that volunteers are specified as insured in the schedule

One Claim

means all acts of **Theft** during the periods of insurance which this section (and any substituted section or policy) shall remain in force committed by an individual **Employee** or by **Employees acting in collusion**

Theft

means any act of fraud or dishonesty by any **Employee** committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **Employee** to receive such gain other than salaries fees commission or other employee benefit earned in the normal course of employment

Cover

We will indemnify **You** against loss of money or goods belonging to or held in trust by **You** caused directly as a result of any act of **Theft** by any **Employee** described in the schedule relating to their employment with **You** in the **Business** and committed during the currency of this section after the **Commencement Date** applicable to such **Employee**

Exclusions

We shall not be liable for

1. **Existing concerns**
   any **Theft** committed by any **Employee** subsequent to **Your** discovery of actual or suspected **Theft** by such **Employee**
2. **Excess**
   any **Excess**
3. **Consequential loss or loss of interest**
   any loss of interest or consequential loss of any kind
4. **Unexplained shortages**
   any unexplained shortages
5. **Control measures**
   any loss unless **You** and **Your Employees** with responsibility for money accounts goods computer operation or computer programming have complied with the following
   a. in respect of funds transfers
      i. all cheques or other bank instruments exceeding £10,000 are manually signed by two signatories after the amount has been inserted and **Your** bank is aware of this procedure
      ii. no cheque or instrument is signed until one signatory has examined the supporting documentation
   b. in respect of funds transfers involving **Electronic Instructions**
      i. no one **Employee** completes a funds transfer payment from beginning to end
      ii. all **Employees** involved have unique passwords to access the computer or system which are kept confidential to the user and changed at least every 30 days
      iii. password resets are carried out by an **Employee** who does not have access to or other involvement in the fund transfer process
      iv. **You** comply with all process and security controls agreed with the bank or other financial institution through which **Your** transfers are made
   c. at least quarterly and independently of persons responsible the payroll is checked to minimise the possibility that fictitious names and enhanced payments have been included
   d. **Employees** receiving cash and cheques in the course of their duties enter all monies received into **Your** cash receipt systems and/or bank the monies in full on the day of receipt or the next banking day
   e. Statements of account for all amounts due are issued at least monthly directly to customers independently of **Employees** receiving or collecting monies
      Action by management is taken if an account becomes three months overdue
   f. Independently of the responsible **Employees** bank statements receipts counterfoils and supporting documents are checked at least monthly against the cash book entries and the balance tested with cash and unpresented cheques
   g. Cash in hand and petty cash is checked independently of the responsible **Employees** at least monthly and additionally without warning every six months
   h. Different **Employees** acting independently are responsible for the ordering of consumable stock and materials the recording of receipt of such items and authorising payment for them
   i. Security checks to identify unusual or unauthorised transactions are built into all computer systems and reports produced of all such transactions
      A senior **Employee** is responsible to review the reports and investigate any suspicious transactions as appropriate

j. Responsibilities for
   i. authorisation of transaction
   ii. processing of transactions and
   iii. handling of output

   are exercised by different **Employees**
k. **Your** accounts including the account of any subsidiary companies are examined by external auditors every 12 months
   All recommendations or alternatives acceptable to the auditors are implemented without unreasonable delay
l. Every **Employee** who is responsible for money goods accounts computer operations or programming takes an uninterrupted break from those duties of at least two weeks in each calendar year
n. All supplier/creditor accounts received for payment are carefully and independently (of those **Employees** placing orders or settling such accounts) checked including checking for any changes to bank payment details and validated directly with the supplier/creditor before payment is authorised
   No instructions or requests to change any supplier's/creditor's settlement account details are accepted or implemented without
   i. the supplier or creditor in question being contacted independently and directly to confirm the change
   ii. written confirmation of the change being obtained from a suitably authorised and recognised contact at the supplier/creditor

Basis of settlement

We will pay up to the value of the money or goods at the time of the loss or at **Our** option the replacement or reinstatement of such goods

Limit of indemnity

Our liability under this section

1. in respect of any **one claim**
   a. caused by one **Employee** shall not exceed the limit of indemnity stated in the schedule applicable to that **Employee**
   b. caused by two or more **Employees Acting in Collusion** shall not exceed whichever of the individual limits of indemnity applicable to the **Employees** concerned is largest and in any event not exceed the total limit of indemnity shown in the schedule
   c. irrespective of the number of periods of insurance during which the insurance by this section (and any insurance issued in substitution of it) shall remain in force shall not exceed the limit of indemnity stated in the schedule
2. in respect of any one period of insurance shall not exceed the total limit of indemnity stated in the schedule

Conditions

1. **References**
   You shall obtain satisfactory references to confirm the honesty of all **Employees** who are
   a. responsible for money goods accounts computer operations or computer programming and
   b. engaged after the commencement of this section
   c. subject to an indemnity of greater than £5,000
   Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the **Employee** is entrusted without supervision
   Reference need not be obtained in respect of **Employees** who have satisfactorily and continuously served **You** for at least one year in another capacity before being entrusted with the duties referred to above
   In respect of **Employees** joining directly from school or Government sponsored youth training schemes one character reference shall be obtained
   The original of each written reference shall be retained by **You** and shall be made available for inspection by **Us** on request
2. **Employees' money**
   Any money of the **Employee** held by **You** upon discovery of any loss and any money which but for the **Employee's Theft** would have been due to the **Employee** from **You** shall be deducted from the amount of the loss before a claim is made under this insurance
3. **Recoveries**
   Any recoveries which are made by **You** less any costs incurred in recovery shall be applied in the following order
   a. in the event that **Your** claim has exceeded the limit of indemnity first to **Your** benefit to reduce or extinguish the amount of **Your** loss (but not in respect of the amount of the **Excess**)
   b. after that to **Our** benefit to the extent of the claim paid or payable
   c. finally to **Your** benefit where an **Excess** has been deducted from the claim
4. **Termination of service**
   Upon the termination of service of any **Employee You** shall take all reasonable precautions to prevent a loss as insured by this section including but not limited to
   a. the changing of all alarm and other security codes or passwords the **Employee** had or may have had knowledge of
   b. the deletion or invalidation of any access codes or passwords the **Employee** has to access computer or other systems

Extensions

1 Auditor's fees and rewriting of system records

As a direct result of loss of money or goods resulting in a valid claim under this section **We** will also pay for

a. auditor's fees incurred with **Our** written consent solely to substantiate the amount of the claim
b. the reasonable cost incurred with **Our** written consent of rewriting or amending the software programs or systems where such rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems which are the subject of a claim for which liability is admitted under this section

Provided that **Our** total liability including any amount payable under the provisions of this extension shall not exceed the limit of indemnity

Contents page

2 Previous insurance

If this insurance immediately supersedes a fidelity insurance effected by **You** (the 'superseded insurance') **We** will indemnify **You** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the superseded insurance if the loss is not recoverable under the superseded insurance solely because the period allowed for such discovery has expired

Provided that

a. such insurance had been continuously in force from the time of the loss until commencement of this section
b. the loss would have been insured by this insurance had it been in force at the time of the loss
c. **Our** liability shall not exceed
    i. the amount recoverable under the insurance in force at the time of the loss or
    ii. the limit of indemnity under this insurance

    whichever is the less

In any event **Our** total liability in respect of any **One Claim** continuing through both the term of the superseded insurance and the continuation of this insurance shall not exceed the limit of indemnity applicable under this section

3 Pension fund trustees

At **Your** request **We** will indemnify the Trustees of any pension fund or other **Employee** benefit scheme set up to provide benefit to **Your Employees** in respect of any loss of money or goods which the Trust may incur as a result of any act of **Theft** as otherwise insured by this section committed by an **Employee** of **Yours**

4 Temporary agency staff

The term **Employee** shall include any person provided by a staff or employment agency who by arrangement with such agency is working for **You** on a temporary or part-time basis in connection with the **Business** to perform the function and duties of an **Employee** under **Your** control or direction but excluding persons employed

a. as drivers
b. in connection with warehouse duties
c. with computer operations or computer programming

unless specifically stated as insured in the schedule

Provided that

i. **We** shall not be liable for any loss caused by any such person if such loss is also covered for **Your** benefit by any insurance or guarantee held by the staff or employment agency providing the person concerned
ii. the amount of wages and salaries declared shall include the total amount of fees paid to staff and employment agencies in respect of temporary agency staff described above
iii. Special condition 1. (references) shall not apply to the temporary agency staff described above

Contents page

Section 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 type (or in capital letters in the schedule) they will take the specific meaning shown below

Act of Terrorism

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

Business Interruption

means loss arising from interruption or interference with the **Business** carried on by **You** at the **Premises** as a result of damage to or destruction of **Property Insured** used by **You** at the **Premises** for the purpose of the **Business**

Computer Systems

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

Data

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

Denial of Service Attack

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

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

Event

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

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

Hacking

means unauthorised access to any **Computer System** whether **Your** property or not

Losses

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of **Property Insured** in the **Territorial Limits** the proximate cause of which is an **Act of Terrorism**

Nuclear Installation

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

1. the production or use of atomic energy
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
3. the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Nuclear Reactor

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

Phishing

means any access or attempted access to **Data** made by means of misrepresentation or deception

Property

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is
   a. a private dwelling house or
   b. self-contained unit insured as part of a block of units i.e. a block of flats

   unless such property
   i. is not insured in the name of a private individual
   ii. is insured in the name of a **Sole Trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
   iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by **Us**) of the whole of such building

2. property including fine art collections which are the subject of
   a. a trust of any kind or
   b. an executorship of a will

   and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will

3. any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**

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

Property Insured

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

Sole Trader

means

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

Territorial Limits

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

Virus or Similar Mechanism

means program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs **Computer Systems Data** or operations whether involving self-replication or not

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

Cover

We will pay **You** for

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

as insured by any other section of this policy occasioned by or happening through or in consequence of an **Act of Terrorism** within the **Territorial Limits**

Provided always that the insurance by this section is

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

Contents page

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the **Property Insured** or **Business Interruption** or book debts or loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event

The most **We** will pay for any one **Event** is the lesser of
1. the total sum insured or
2. for each item its individual sum insured or
3. any other limit of liability

as stated in the relevant section of this policy less the **Excess**

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

Exclusions

We will not be liable for any losses whatsoever
1. occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. arising under
   a. marine aviation and transit policies
   b. motor insurance policies
   c. bankers blanket bond
3. directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
   a. damage to or the destruction of any **Computer System** or
   b. any alteration modification distortion erasure or corruption of **Data**

   whether **Your** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property Insured

means as defined in this section but also excludes for the purposes of this extension
a. any money (including money as defined in any Money (or Money with assault) section of this policy) currency electronic cryptographic or virtual currency including Bitcoin or any similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever and
b. any **Data**

Specific Events

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

Contents page

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

1. result directly (or solely as regards 3. c. below indirectly) from **Specific Events** and
2. are not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and
3. comprises
   a. the cost of reinstatement replacement or repair in respect of damage to or destruction of **Property Insured** or
   b. the amount of **Business Interruption** or book debts suffered directly by **You** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **Property Insured** or as a direct result of denial prevention or hindrance of access to or use of the **Property Insured** by reason of an **Act of Terrorism** causing damage to or destruction of other **Property** within one mile of the **Property Insured** to which access is affected or
   c. the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss

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

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

Condition

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

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

Contents page

Additional services

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

Employment manual

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

To view it, please visit

www.dasinsurance.co.uk/employment-manual.

If you'd like notifications of when updates are made to the Employment Manual, please email DAS at employmentmanual@das.co.uk quoting the reference number shown in the Legal expenses part of your schedule.

DAS Businesslaw

DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage its exposure to legal risk.

DAS Businesslaw's document builders can help you quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters.

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow your business.

How do I get started?

1. Visit **www.dasbusinesslaw.co.uk**
2. Enter **DASBECC100** into the 'voucher code' text box and press Validate Voucher.
3. Fill out your name and email address, create a password, and specify what type of business you have.
4. Validate your email address by pressing the link in the confirmation email that you receive.

Contents page

Helpline services

Risk Advice Line

(provided by Ecclesiastical professionals or external specialists)

This helpline is available Monday to Friday 9am to 5pm.

0345 600 7531

risk.advice@ecclesiastical.com

Risk specialists are on hand to advise you on a range of topics, including:

- Property protection, security, business continuity planning
- Health and safety, food safety, environmental management
- Construction safety, fire safety, occupational health, water safety or asbestos

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

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

Public Relations (PR) Crisis & Media assistance helpline service

0345 600 1861 quoting your policy number

- A dedicated PR crisis helpline.
- Specific PR legal advice to complement cover under the Legal expenses section if operative under your policy.

NOTE:
DAS Legal Expenses Insurance Company Limited have confirmed that PR legal advice received prior to discussion with them will not invalidate any insured claim.

A PR crisis could be defined as:
"Any incident which has the potential to negatively challenge and affect the public's or stakeholders' confidence in an organisation and interfere with its ability to continue operating normally".

Such incidents are likely to involve members of the public, clients or staff where a loss of life or a major threat to safety or the environment has occurred, or instances where there is an impact on general safety and/or travel arrangements.

Media types:
Broadcast: Television and radio
Online: Social media sites
Print: National newspapers and regional press.

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

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

DAS will not accept responsibility if the Helpline services are unavailable for reasons they cannot control.

Contents page

Business assistance

0345 268 9124

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

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

Commercial legal advice

0345 268 9124

Advice can be provided on any commercial legal problem affecting the business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible DAS will arrange a call back at a time to suit you.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction or for very specialist legal matters, DAS will refer you to one of their specialist advisors.

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

Tax advice (commercial)

0345 268 9124

Advice can be provided on any tax matters affecting the business, under UK law.

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

Counselling

0345 266 9667

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

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

Contents page

How do I make a complaint?

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

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

For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW

Tel: 0345 777 3322
Email: complaints@ecclesiastical.com

For Legal expenses complaints

DAS Legal Expenses Insurance Company Limited
DAS Parc,
Greenway Court,
Bedwas,
Caerphilly,
CF83 8DW

Tel: 0344 893 9013
Email: customerrelations@das.co.uk

Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

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

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

Tel: 0800 0 234 567
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

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

Contents page

What happens if Ecclesiastical can't meet its obligations?

The Financial Services Compensation Scheme

We are covered by The Financial Services Compensation Scheme (FSCS).

What this means for you

If we are unable to meet our obligations to you, the FSCS may be able to provide you with compensation. Limits apply depending on the product you have bought.

For further information on the scheme and the limits that apply, you can visit the website at **www.fscs.org.uk** or by contacting the FSCS directly on **0207 741 4100** or **0800 678 1100**.

Contents page

How we use your data

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

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

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

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

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

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

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

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

Fraud prevention

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

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

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

Contents page

Further information

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

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

Contents page

Contents page

Proudly part of the BENEFACT GROUP

PD5054 1 07/24