Select for Charities and Social Organisations

Policy document

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Data protection statement

Not applicable to parts M and T

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Not applicable to parts M, N and T

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Vehicle Salvage & Theft Data (formerly known as MIAFTR), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

Motor Insurance Database

We work in partnership with the Motor Insurers' Bureau (MIB) and associated not-for-profit companies who provide several services on behalf of the insurance industry. At every stage of your insurance journey, the MIB will be processing your personal information and more details about this can be found via their website: mib.org.uk.

Information relating to your insurance policy will be added to the Motor Insurance & Policy Data (MIPD) managed by the Motor Insurers' Bureau (MIB). MIPD and the data stored on it may be used by certain statutory or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

a) electronic licensing;

b) continuous insurance enforcement;

c) law enforcement (prevention, detection, apprehension and/or prosecution of offenders);

d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers and/or the MIB may search the MIPD to obtain relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MIPD.

It is vital that the MIPD holds correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MIPD you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MIPD at www.askmid.com.

Our complaints procedure

Not applicable to parts M and T

Our commitment to customer service
We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance
Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt
If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

The following steps are not applicable to part N

Next steps if you are still unhappy
If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Helpline services

Risk Management Advice Line – Call 0800 302 9052

To help **you** proactively identify and manage issues before they occur, **our** risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and may include services provided by third parties.

The following services are provided by ARAG Legal Expenses Insurance Company Limited.

ARAG Helplines, Employment Manual and ARAG Businesslaw

The **insured** can contact **our** UK-based call centre 24 hours a day, seven days a week during the period of insurance. However, **we** may need to arrange to call the **insured** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all calls.

When phoning, please quote the policy number and the name of the insurance provider who sold the **insured** the policy.

Meaning of words

The following words have these meanings wherever they appear in this section in **bold**:

Business
The organisation declared to **us** and covered by the main policy to which this section attaches.

Insured
The organisation that has taken out the main policy to which this section attaches.

We, Us, Our, ARAG
ARAG Legal Expenses Insurance Company Limited.

Commercial Legal Advice – 0117 934 2116

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 they will arrange a call back at a time to suit the **insured**.

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 matters, **we** will refer the **insured** to one of **our** specialist advisors.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, **we** will arrange to call the **insured** back.

Tax Advice – 0117 934 2116

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, we will arrange to call the insured back.

Counselling service – 0117 934 2121

We will provide all employees (including any members of their immediate family who permanently live with them) of the **insured's** organisation 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 **us** or Zurich Insurance Company Ltd.

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

Employment Manual

The ARAG Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit **www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual**

If the **insured** would like notifications of when updates are made to the Employment Manual, please email ARAG at **employmentmanual@arag.co.uk** quoting the **insured's** policy number.

ARAG Businesslaw

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

ARAG Businesslaw's document builders can help the **insured** 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, ARAG 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 the **insured's business**.

How do I get started?

1. Visit **www.aragbusinesslaw.co.uk**;
2. Enter **DASBZUR100** into the 'voucher code' text box and press Validate Voucher;
3. Fill out the **insured's** name and email address, create a password, and specify the type of **business**;
4. Validate the email address by pressing the link in the confirmation email that is received.

In using these services the **insured** acknowledges that all rights and obligations relating to the provision of these services rest with ARAG and that they will have no recourse to Zurich Insurance Company Ltd in this regard.

Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to www.arag.co.uk/privacy for ARAG's privacy notice and details of the **insured's** rights.

Zurich Insurance Company Ltd, Zurich Management Services Limited and ARAG will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance Company Ltd, Zurich Management Services Limited and ARAG cannot control.

Your Select for Charities and Social Organisations policy

Applicable to the whole policy except part N

This policy is a contract between the **insured** (also referred to as **you**, **your**, **yours** or **yourselves**) and the **insurer** (also referred to as **we**, **us**, **our** or **ours**).

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure **you** under those parts stated in the schedule during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Where more than one party is insured under this policy or any part, whether on a joint, composite or any other basis and irrespective of whether separate contracts are deemed to have been issued to each party, and save for any loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability which is expressly stated to apply to any particular insured, then **we** will not pay more than the applicable loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability irrespective of the number of parties claiming and/or contracts deemed to have been issued. Any payment or payments by **us** to any one or more insured parties will reduce to the extent of that payment **our** liability to all parties insured and once a loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability has been paid, no additional payments or claims will be paid.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Please read this policy and any schedule, endorsement and certificate carefully and contact **us** if they do not meet **your** needs.

Applicable to part N

This **contract** is an agreement between the **contract holder** (also referred to as **you** or **your**) and the **contractor** (also referred to as **we**, **us** or **our**).

In this **contract**:

a) any reference to the singular will include the plural and vice versa

b) any reference to any statute or statutory instrument will include any modifications thereto or re-enactment thereof

c) any reference to a “clause” means a clause of this agreement

d) the words “include”, “includes”, “including”, “included” and “in particular” will not be construed as terms of limitation; and

e) any heading in this contract is for ease of reference only and does not affect its interpretation.

Please read this **contract** carefully and ensure that it meets **your** needs. Please notify **us** immediately if **you** have any queries about this **contract** or **you** are concerned that it does not meet **your** needs or if there are any other circumstances which may affect this **contract**.

Law applicable to this contract

Not applicable to parts L, M, N and T

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

General definitions

Not applicable to part N

Certain words in this policy have special meanings. These meanings are given below and apply wherever the words appear in bold.

However, certain words have special meanings that only apply to a particular part of this policy. These are stated at the beginning of the relevant part as special definitions and will apply in that part wherever the defined words commence with a capital letter.

Average

If at the commencement of **damage** a sum insured under any item which is declared to be subject to average is less than the value of the **property** covered by that item the **insured** will be considered as being its own insurer for the difference and will bear a rateable proportion of the loss accordingly.

For the avoidance of doubt solely in respect of the application of average to any item under this policy clause c) iii) of general condition 6 will not apply.

Buildings

Buildings of the **premises** for which the **insured** is legally responsible including:

a) landlord's fixtures and fittings

b) oil tanks, outbuildings, extensions, annexes, gangways, canopies, pergolas, fixed signs, conveniences, lamp posts, street furniture, tennis courts and swimming pools

c) adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials

d) walls, gates and fences

e) foundations

f) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains and/or to the extent of the **insured's** responsibility.

Buildings excludes **specified property** unless stated specifically on the schedule.

Business

As stated in the schedule.

The business includes:

a) the provision and management of catering, social, sports, first aid and welfare activities for **employees**

b) maintenance of the **buildings**, plant and equipment.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of **damage** to **property** used by the **insured** at the **premises** for the purpose of the **business**.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer equipment

a) Computer hardware and its peripheral devices including interconnecting wiring and media used for electronic processing, communication and storage of data

b) temperature and environmental control, power supply and voltage regulating equipment and protective devices exclusively for use with computer hardware

c) computer software held on media

d) operating systems and proprietary software packages

in the **insured's** custody and control.

Contents
The contents situated at the **buildings** including:

a) tenants' improvements, alterations and decorations

b) patterns, models, moulds, plans or designs but only for an amount not exceeding £10,000 for any one item or set of items

c) personal effects and tools of any customer, **director**, governor, **employee** or **volunteer** or visitor other than motor vehicles for an amount not exceeding £1,500 in respect of any one person provided always that they are not otherwise insured and subject to an **excess** of £50 each and every loss

d) computer systems records for an amount not exceeding £10,000 any One Event in respect of the cost of materials and clerical labour and computer time expended in their reproduction

e) contents of outbuildings

f) contents in open yards

g) **stock**

h) drugs and medicines

i) works of art not exceeding £25,000 any one item.

Excluding:

i) landlord's fixtures and fittings

ii) any contents more specifically insured

iii) **money**, credit cards or securities of any description

iv) **computer equipment** where the total value is over £10,000 and part E is operative

v) motor vehicles licensed for road use including accessories thereon

vi) documents, manuscripts and business books except for the cost of materials and labour expended in their reproduction

vii) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records

viii) **specified property** unless stated specifically on the schedule.

Damage
Physical loss or damage.

Data processing system
Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defined peril
Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack
Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Director
Member or co-opted member of the **insured's** governing body or any of its subcommittees, director (where not an **employee**) or trustee.

Employee
Any natural person who is:

a) under a contract of service or apprenticeship with the **insured**

b) supplied to or hired or borrowed by the **insured** under the terms of a written agreement

c) engaged under any work experience or similar scheme

while employed or engaged by the **insured** in connection with the **business**.

Event
All occurrences causing injury, damage or other loss arising out of one original and identifiable cause that happens at a fixed time and place.

Excess
The amount in this policy, the schedule or any endorsement to this policy for which the **insured** is responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

Hacking
Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data.

Insured
As stated in the schedule to this policy.

Insurer
In respect of:

a) part N Zurich Management Services Limited

b) parts M and T ARAG Legal Expenses Insurance Company Limited

c) all other parts Zurich Insurance Company Ltd.

Money
Any current coinage, current bank and currency note, bill of exchange, luncheon voucher, uncrossed cheque, uncrossed money or postal order, uncrossed bankers' or giro draft, current postage stamp, unused unit in any postage stamp franking machine, revenue stamp, national savings stamp, national savings certificate, holiday with pay stamp (provided the **insured** is not otherwise indemnified), credit, debit or charge card sales voucher, phonecard, consumer redemption voucher and gift token accepted by the **insured**, Value Added Tax purchase invoice and trading stamp belonging to the **insured**, or for which the **insured** has accepted responsibility and held in connection with the **business**.

Not-for-profit entity
Organisation that uses its surplus revenue to achieve its published goals and does not distribute it to any employee, director, member or shareholder.

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

a) the production or use of atomic energy

b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation

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

Nuclear reactor
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.

Premises
The premises stated in the schedule owned or occupied by the **insured** all within the **territorial limits**.

Professional services
Services or advice performed or provided by the **insured** or any subsidiary company as defined in part K in the furtherance of its purpose as a registered charity or **not-for-profit entity** but only where any income received in respect of such services or advice:

a) amounts to reimbursement of direct expenses incurred by the **insured** or such subsidiary company

b) is a grant or other form of funding from a public authority.

Property
Physical property.

Reinstatement

a) The rebuilding or replacement of **property** suffering **damage** which provided always that the liability of the **insurer** is not increased may be carried out:

   i) in any manner suitable to the requirements of the **insured**

   ii) upon another site

b) the repair or restoration of **property** suffering **damage**

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

Specified property

Property of the **insured** which would usually be excluded under this policy or is outside the definition of **contents** including but not exclusively precious metals or stones, jewellery and furs, works of art valued at over £25,000 per item, artificial playing surfaces, livestock, growing crops, trees, shrubs, plants or turf, bridges, piers or pontoons and the like and stated separately on the schedule.

Stock

Stock and materials in trade excluding **specified property** belonging to the **insured** or for which they are legally responsible.

Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism

a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

   i) involves violence against one or more persons

   ii) involves damage to property

   iii) endangers life other than that of the person committing the action

   iv) creates a risk to health or safety of the public or a section of the public

   v) is designed to interfere with or to disrupt an electronic system

b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

Volunteer

Any person volunteering to assist or co-opted to assist the **insured** in the **business**.

Unoccupied

Vacant, empty, untenanted or not in use.

General exclusions

Not applicable to part N

This policy does not cover:

1. Date related performance and functionality
Not applicable to parts D, H, I, J, K, L, M, R and S

loss or damage, additional expenditure or extra expenses, legal liability, fees, costs, expenses, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or consisting of or arising in whole or in part from:

a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date

b) any **data processing system** responding to or dealing in any way with:

i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates

ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the **insured** or not but in respect of all insurances other than parts F and G this will not exclude subsequent **damage** or **business interruption** which itself results from a **defined peril**

2. Northern Ireland civil commotion
Not applicable to parts D, F, G, H, I, J, K, L, M, R and S

loss, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

3. Nuclear and war risks, government or public authority order and sonic bangs
Not applicable to parts R and S

death, injury, disablement, loss, damage, cost or expense or legal liability of whatsoever nature directly or indirectly arising from, caused by, or contributed to by:

a) ionising radiations 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, nuclear 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 but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

e) i) war, invasion, mutiny, acts of foreign enemies, hostilities or war-like operations whether war be declared or not, civil war, civil commotion assuming the proportions of or amounting to a popular rising, rebellion, revolution, insurrection, military or usurped power, military rising or martial law

ii) nationalisation, confiscation, requisition, seizure or destruction by or under the order of any government or public or local authority

f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Provided always that:

i) exclusions a), b), c) and d) will not apply to part H except where the **insured** has undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury

ii) exclusions e) and f) will not apply to part H

iii) exclusion e) will not apply to part L in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs

iv) exclusion f) will not apply to part L

4. Terrorism

Not applicable to parts F, G, H, I, J, K, L, M, R and S

loss, damage, cost or expense directly of indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where the **insurer** alleges that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon the **insured**

5. Communicable diseases

Not applicable to parts F, G, H, I, J, K, L, M, R, S, T and U

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 the following:

a) a **communicable disease**; or

b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business interruption titled Named Diseases, Murder, Suicide or Rape.

General provisions

Not applicable to part N

1. **Limit of liability**
   In the event of loss, damage, cost or expense as insured under parts A, B, C, D, E and U arising from any one **event** the maximum liability of the **insurer** will not exceed in the aggregate the amount stated in the schedule as the limit of liability.

2. **Sanctions**
   Notwithstanding any other terms of this policy the **insurer** will be deemed not to provide cover nor will the **insurer** make any payment or provide any service or benefit to the **insured** or any other party to the extent that such cover, payment, service or benefit would violate any applicable trade or economic sanctions law or regulation.

General conditions

Not applicable to part N

1. Alteration in risk

The **insured** must notify the **insurer** as soon as possible during the period of insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the **insurer** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to the **insurer** then the **insurer** may no longer be able to provide the **insured** with cover.

If the **insured** does not notify the **insurer** of any such change this policy may be affected in one or more of the following ways depending on what the **insurer** would have done had the **insurer** known about the change in circumstances:

a) if the **insurer** would not have continued to provide the **insured** with any cover the **insurer** may treat this policy as if it did not exist from the date of the change in circumstances; or

b) if the **insurer** would have applied different terms to the cover the **insurer** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or

c) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.

2. Arbitration

Not applicable to parts K, M and T

If the **insurer** admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the **insured** and the **insurer** in accordance with the law at the time. The **insured** may not take any legal action against the **insurer** over the dispute before the arbitrator has reached a decision.

3. Cancellation

a) The **insurer** may cancel this policy or any part of it other than any coverage in respect of War under parts R and S by giving 30 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.

b) The **insurer** may cancel any coverage provided under parts R and S in respect of War by giving 7 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.

In the event of a) or b) the **insured** will be entitled to a pro rata return of premium calculated from the date of cancellation.

4. Claims procedures

Not applicable to parts J, K, R and S

a) The Insured's responsibilities

It is agreed that:

i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim the **insured** will:

1) as soon as reasonably possible give notice to the **insurer**; and

2) preserve any damaged or defective property for examination by the **insurer's** representatives unless the **insurer** has authorised the **insured** to dispose of such property; and

3) as soon as reasonably possible notify the police in respect of any **damage** caused by theft, attempted theft or malicious persons; and

4) as soon as reasonably possible forward to the **insurer** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against the **insured**; and

5) take action to minimise **damage** and to avoid interruption or interference with the **business** and to prevent further **damage** or injury; and

6) at the **insured's** own expense and:

A) within 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons

B) as soon as reasonably possible:

a) after the expiry of the Indemnity Period in respect of part B

b) in respect of any other **damage**, interruption or interference with the **business** or injury or disease

supply full details of the claim in writing to the **insurer** together with any evidence and information that may be reasonably required by the **insurer** for the purpose of investigating or verifying the claim

ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without the **insurer's** written consent.

b) Insurer's rights
The **insurer** will:

i) be entitled to take over the defence or settlement of any claim made against the **insured** or any person entitled to indemnity under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and

ii) have the right to enter the **premises** where the **damage** has occurred and to keep possession of any of the **property** insured and to deal with the salvage in a reasonable manner but the **insured** will not be entitled to abandon any **property** to the **insurer**; and

iii) be entitled to take the benefit of any rights of the **insured's** against any other party before or after the **insured** has received indemnification under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and

iv) not be bound if the **insurer** elects to reinstate or replace any **property** to reinstate or replace it exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one item insured more than the sum insured stated in the schedule.

5. Compulsory insurance

The **insured** must repay the **insurer** any amounts which the **insurer** is required by compulsory insurance legislation to pay out under this policy to the extent that the **insurer** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

6. Fair presentation of the risk

a) At inception and renewal of this policy and also whenever changes are made to it at the **insured's** request the **insured** must:

i) disclose to the **insurer** all material facts in a clear and accessible manner; and

ii) not misrepresent any material facts.

b) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation by the **insured** is proven by the **insurer** to be deliberate or reckless the **insurer** may from the relevant date specified in clause d):

i) treat this policy as if it had not existed; and

ii) not return the premium paid by the **insured**.

c) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what the **insurer** would have done if the **insured** had known about the facts which the **insured** failed to disclose or misrepresented:

i) if the **insurer** would not have provided the **insured** with the cover the **insured** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or

ii) if the **insurer** would have applied different terms to the cover the **insurer** will have the option to treat this policy as if those different terms apply; and/or

iii) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.

d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. The **insurer** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.

e) Where this policy provides cover for any person other than the **insured** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the **insurer** will not invoke the remedies which might otherwise have been available to the **insurer** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the **insured**.

Provided always that if the person concerned or the **insured** acting on their behalf makes a careless misrepresentation of fact the **insurer** may invoke the remedies available to the **insurer** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

7. Fraudulent claims

If the **insured** or anyone acting on the **insured's** behalf:

a) makes a fraudulent or exaggerated claim under this policy; or

b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or

c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

d) submits a claim under this policy for loss or damage which the **insured** or anyone acting on the **insured's** behalf or in connivance with the **insured** deliberately caused; or

e) realises after submitting what the **insured** reasonably believed was a genuine claim under this policy and then fails to tell the **insurer** that the **insured** has not suffered any loss or damage; or

f) suppresses information which the **insured** knows would otherwise enable the **insurer** to refuse to pay a claim under this policy

the **insurer** will be entitled to refuse to pay the whole of the claim and recover any sums that the **insurer** has already paid in respect of the claim.

The **insurer** may also notify the **insured** that the **insurer** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the **insurer** terminates this policy under this condition the **insured** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the **insured** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

8. Long term agreement

This condition will be applicable separately to each part of this policy unless otherwise stated in the schedule.

In respect of such parts to which this condition applies and in consideration of a discount being applied to the premium for those parts the **insured** agrees to offer annually the insurance under each of those parts on the terms and conditions in force at the expiry of each period of insurance and to pay premiums in advance.

Provided always that:

a) the **insurer** will be under no obligation to accept an offer from the **insured**; and

b) any changes to the rate of Insurance Premium Tax or Value Added Tax or other taxes or levies will be paid by or allowed to the **insured** as the case may be; and

c) the **insurer** may adjust the rates, premium, terms or conditions of this policy to reflect:

i) any changes in the business or activity of the **insured** or any other alteration which in the opinion of the **insurer** materially increases the risk of loss, damage, cost or expense or any other risk in respect of which indemnity is provided

ii) any material change in the geographical distribution of the risk by which the exposure of the **insured** to natural hazards is increased

iii) acquisitions or disposals or property, assets, companies or subsidiaries of or by the **insured**

iv) increases or decreases in sums insured, declared values, wage rolls, turnover, vehicle numbers and other estimates including indexation, change in Average Weekly Earnings index and other inflationary measures for each annual period of insurance

v) any change in the availability or costs to the **insurer** of reinsurance protection

vi) any legal requirement to do so

vii) any change which occurs in Legislation or the interpretation of any Legislation by any court, tribunal or arbitration, any government or regulatory body or ombudsman. For the purposes of this clause 'Legislation' shall mean any enactment, subordinate legislation, law, regulation, decree, treaty or instrument in force in any country or territory

which, in the opinion of the **insurer**, has a material effect upon the scope of cover or indemnity provided under this policy; and

d) in respect of parts L and O only rates will be amended at each renewal date in line with the annual change in the Average Weekly Earnings index.

If the **insurer** elects to adjust the rates of premium or amend the terms and conditions of this policy in accordance with the provisions above then the **insured** may at its option terminate the long term agreement or continue the long term agreement with the amended terms.

Payment of the first or renewal premium will be deemed acceptance by the **insured** of this agreement.

9. Observance

The due observance and fulfilment of the terms and conditions of this policy by the **insured** in so far as they relate to anything to be done or complied with by the **insured** will be a condition precedent to any liability of the **insurer** to make any payment under this policy.

10. Other insurances

Not applicable to parts J, K, M, R, S and T

If at the time of any occurrence giving rise to a claim there is any other insurance or risk transfer mechanism or other similar arrangements effected by or on behalf of the **insured** providing an indemnity the **insurer's** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionately the liability of the **insurer** under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

11. Policy interpretation

Each part of this policy is declared to be a separate contract but will be subject to the general definitions, general exclusions and general conditions.

12. Premium adjustment

If any part of the premium is calculated on estimates supplied by the **insured** an accurate record will be kept by the **insured** containing all information relative thereto and the **insured** will allow the **insurer** to inspect such record. The **insured** will within one month from the expiry of each period of insurance supply to the **insurer** such particulars and information as the **insurer** may require. The premium for such period will thereupon be adjusted and the difference paid by or allowed to the **insured** as the case may be subject always to the minimum premium stipulated.

13. Reasonable care

Not applicable to parts R and S

The **insured** will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury, loss or damage. In addition, the **insured** will comply with makers recommendations made in respect of plant and machinery wherever reasonably practicable.

14. Survey and risk improvement action

Where required by the **insurer**, the **insured** must allow access to the **insured's buildings** and/or activities of the **insured** to carry out inspection or survey.

The **insured** must comply with any risk improvement actions requested within the timescales specified by the **insurer**.

Part A – Material damage

Section 1 – Special definitions

Damage
Accidental physical loss or accidental physical damage to the **property** insured stated in the schedule resulting from a cause not otherwise excluded all within the **territorial limits**.

One Event
The total of all losses arising from one occurrence or all occurrences of a series consequent upon or attributable to one original cause after the application of all the terms and conditions of this part.

Section 2 – Cover
In the event of Damage occurring during the period of insurance the **insurer** will pay to the **insured** the value of the **property** at the time of its Damage or the cost of repair of the Damage or at the **insurer's** option indemnify the **insured** by reinstatement, replacement or repair.

Provided always that the liability of the **insurer** under this part will not exceed:

a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of indemnity stated in the schedule at the time of the Damage

b) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same period of insurance unless the **insurer** has agreed to reinstate any such sum insured or limit.

2.1 Adaptation (energy performance and sustainable buildings) clause
This part includes:

a) the additional cost of reinstatement incurred with the prior written consent of the **insurer** to comply with the recommendations made under any current energy performance certificate in respect of Damage

b) additional cost of reinstatement incurred with the prior written consent of the **insurer** to reinstate the Damage to a standard above the minimum required under the prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent energy performance certificate assessment

c) the reasonable additional cost of reinstatement incurred with the prior written consent of the **insurer** arising from the use of alternative materials or sources of materials in accordance with the principles of the Building Research Establishment Environmental and Sustainability Standard.

Provided always that:

i) the **insurer** will not be liable for any undamaged portions of the **property** insured

ii) the **insurer** will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** insured by reason of the works funded by the application of this clause

iii) the **insurer** will not be liable for the cost incurred in complying with prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon the **insured** prior to the happening of the Damage

iv) if the liability of the **insurer** under any item of this part other than this clause is reduced by the application of any of the terms and conditions of this part then the liability of the **insurer** under this clause in respect of any such item will be reduced in like proportion

v) the total amount recoverable under this clause in respect of any One Event and in total in any one period of insurance will not exceed 5% otherwise payable in respect of **buildings** in the absence of this clause or £100,000 whichever is the lesser.

2.2 Archaeological discoveries
This part includes the reasonable costs necessarily incurred in consequence of Damage as a direct result of the **insured** complying with their statutory obligations following the discovery of archaeological finds during site excavation.

Provided always that:

a) the **insurers** liability under parts A and B combined will not exceed £100,000 in any one period of insurance

b) the **insured** does not have any pre existing knowledge of the presence of archaeological remains.

2.3 Automatic reinstatement of sum insured
In the absence of written notice by the **insurer** or by the **insured** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which the **insured** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance provided always that the **insured** take immediate steps to effect such additions to or variations in the protections of the **property** insured as the **insurer** may require.

2.4 Bequeathed property
This part includes **property** anywhere in the **territorial limits** bequeathed to the **insured** excluding:

a) motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft

b) **property** insured under any other policy.

Cover is in force from the commencement date of the **insured's** interest in the **property**.

Provided always that:

i) the **insurer's** liability will not exceed £10,000 any one item other than **buildings** for which the limit is £500,000 at any one site

ii) the **insured** will supply to the **insurer** details of all such bequeathed **property** at the end of each period of insurance and pay any additional premium required.

2.5 Capital additions and alterations
This part includes:

a) any newly acquired **buildings** or **contents** not otherwise insured within the **territorial limits**

b) completed alterations, additions or improvements to **buildings** or **contents**

but not in respect of any appreciation in value during the current period of insurance at any of the **premises** insured.

Provided always that:

i) at any one site the **insurer's** liability will not exceed 10% of the total sum insured on such property or £2,500,000 whichever is the lesser

ii) the **insured** will supply to the **insurer** details of all such extensions of cover at the end of each period of insurance and pay any additional premium required.

2.6 Contracting purchasers
If at the time of Damage the **insured** has contracted to sell their interest in any **building** and the purchase has yet to be completed when completion takes place the purchaser will be entitled to the benefit under this part provided always that the **property** is not otherwise insured.

2.7 Damage to reputation
This part includes reasonable costs incurred by the **insured** to mitigate resultant damage to the **insured's** reputation subsequent to any One Event insured under this part.

Provided always that:

a) the damage to the **insured's** reputation is a consequence of media coverage in print, by radio, television or news agency

b) the value of any One Event is in excess of £1,000,000 after the application of any deductible or **excess**

c) the **insurer's** liability under parts A and B combined will not exceed £50,000 in any one period of insurance

d) the **insurer** will not be liable unless subsequent to any One Event the sole conduct and control of any claim or series of claims under this clause rests with the **insurer**.

2.8 Drains and gutters
This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in cleaning or clearing drains, sewers or gutters following Damage to the **insured's property** or **property** for which the **insured** is legally responsible provided always that the **insurer's** liability any One Event will not exceed £25,000.

2.9 European Union and public authority requirements (including undamaged property)
Subject to the following supplementary conditions this part in respect of **buildings** and **contents** includes the additional cost of reinstatement including demolition and site clearance incurred solely by reason of the necessity to comply with the stipulations of:

a) European Union legislation

b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

hereinafter referred to as 'the Stipulations' in respect of **damage** to the **property** insured and undamaged portions thereof.

The **insurer** will not pay for:

i) the cost incurred in complying with the Stipulations:

   1) in respect of loss or damage not insured under this part
   2) under which notice has been served upon the **insured** prior to the happening of the Damage
   3) for which there is an existing requirement which has to be implemented within a given period
   4) in respect of **property** entirely undamaged

ii) the additional cost that would have been required to make good the **property** suffering Damage 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 its owner by reason of compliance with the Stipulations.

Supplementary conditions

1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the **insurer's** liability under this clause not being increased.
2. If the **insurer's** liability in respect of any item under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then the **insurer's** liability under this clause will be reduced in like proportion.
3. The total amount recoverable under this clause will not exceed:

   a) in respect of the **property** suffering Damage:

      i) 15% of its sum insured

      ii) where the sum insured under the item applies to **property** at more than one **premises** 15% of the amount for which the **insurer** would have been liable had the **property** insured under the item at the **premises** where the Damage has occurred been wholly destroyed

   b) in respect of undamaged portions of **property** other than foundations 15% of the total amount for which the **insurer** would have been liable had the **property** insured under the item at the **premises** where the Damage has occurred been wholly destroyed.

2.10 Fire extinguishment expenses

This part includes reasonable costs and expenses necessarily incurred by the **insured** for:

a) refilling fire extinguishing appliances

b) recharging gas flooding systems

c) replacing used sprinkler heads

d) refilling sprinkler tanks where water costs are metered

e) resetting fire and intruder alarms

f) fire brigade charges

following Damage.

Provided always that the **insurer's** liability any One Event will not exceed £25,000.

2.11 Glass extension

This part includes accidental breakage of fixed glass for which the **insured** is responsible the **insurer** will indemnify the **insured** in respect of the cost of:

a) replacement of such glass with glass of a similar quality or as otherwise recommended by the British or European Standards at time of breakage

b) temporary boarding up necessarily incurred through breakage of the glass

c) repairing damage to frames and framework of any description and the cost of removing or replacing any **stock** or **contents** which may have to be removed to replace the glass providing always that the liability of the **insurer** any One Event will not exceed £5,000.

This extension does not cover:

i) the cost of silvering, embossing, lettering, bending or ornamenting glass in excess of £500 any one loss

ii) scratched glass or breakage of cracked glass

iii) breakage, damage or loss resulting from repairs or alterations to the **premises** or whilst the **premises** are **unoccupied**

iv) in respect of each and every loss the amount stated in the schedule to be the **excess**.

2.12 Groundkeepers' equipment
This part includes groundkeepers' tools, machines and equipment at the **premises.**

Provided always that:

a) the **insurer's** liability any One Event will not exceed £10,000

b) moveable items are returned to secure premises whilst not in use

c) moveable items will not be left unattended.

2.13 Landscaped gardens
This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in making good **damage** caused by the emergency services to landscaped gardens or grounds at the **premises** caused by Damage but excluding:

a) the cost of movement of soil other than as necessary for surface preparation

b) the failure of trees, shrubs, plants or turf to become established following replanting

c) the failure of seeds to germinate.

Provided always that the **insurer's** liability any One Event will not exceed £15,000.

2.14 Loss Minimisation and Prevention Expenditure
This part includes reasonable costs and expenses necessarily incurred by the **insured** in:

a) preventing or mitigating Damage to insured **property** in the event of imminent Damage

b) preventing or mitigating further Damage to insured **property** after or in consequence of actual Damage.

Provided always that:

i) the impending Damage was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred

ii) the costs and expenses incurred prevented or mitigated the Damage

iii) the **insurer's** limit of liability does not exceed £100,000 in the aggregate in any one period of insurance.

2.15 Metered utilities
This part includes the cost of metered water, gas, oil or electricity supplies for which the **insured** is legally responsible arising from its escape

Provided always that:

a) the amount payable in respect of any one **premises** is limited to such excess charges damaged by the supply authority resulting from accidental escape from pipes, apparatus or tanks in consequence of Damage

b) the **insurer's** liability any One Event and in the aggregate in any one period of insurance will not exceed £15,000.

2.16 Mortgagees and Lessors
Any increase in the risk of **damage** resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **buildings** insured by this policy will not prejudice the interest of any mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that the **insurer** is notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.

2.17 Non-invalidation
This insurance will not be invalidated by any act or omission or by any alteration whereby the risk of **damage** is increased unknown to the **insured** provided always that the **insured** immediately on becoming aware give the **insurer** notice and pay an additional premium if required.

2.18 Reinstatement basis
Subject to the following supplementary conditions the basis upon which the amount payable in respect of **buildings** and **contents** is to be calculated will be **reinstatement**.

Supplementary conditions

1. The **insurer's** liability for the repair of partially damaged **property** will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
    a) unless **reinstatement** commences and proceeds without delay
    b) until the cost of **reinstatement** has been incurred
    c) if the **property** insured at the time of its Damage is insured by any other insurance effected by or on the **insured's** behalf which is not on the same basis of **reinstatement**.

3. All the terms and conditions of this part will apply:
   a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
   b) where claims are payable as if this clause had not been incorporated.
4. If at the time of **reinstatement** the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **property** covered under any item subject to this clause exceeds its sum insured at the commencement of any Damage the **insurer's** liability will not exceed that proportion of the amount of the Damage which the said sum insured bears to the sum representing the total cost of reinstating the whole of such **property** at that time.

2.19 Replacement of locks
The **insurer** will indemnify the **insured** for the reasonable cost of replacement of locks at the **premises** made necessary by theft of keys from the **premises** or from the home of any adult person authorised to hold such keys but excluding the cost of replacing safe or strongroom locks where the keys have been left on the **premises** when closed for **business** and in no case exceeding the sum of £1,000 any One Event.

2.20 Trace and access
In the event of **damage** resulting from escape of water or fuel oil if insured this part includes the reasonable costs and expenses necessarily incurred with the **insurer's** consent in locating the source of such **damage** and the subsequent making good of any **damage** caused provided always that the **insurer's** liability any One Event and in the aggregate in any one period of insurance will not exceed £25,000.

2.21 Transit cover
This part includes Damage to **property** belonging to the **insured** while in transit by road, rail or inland waterway within the **territorial limits** excluding any loss arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft.

Provided always that the **insurer's** liability any One Event will not exceed £25,000.

2.22 Unauthorised use of electricity gas or water
This part includes the cost of metered electricity, gas, or water for which the **insured** is legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the premises without the **insured's** authority.

Provided that:

a) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

b) the **insurer's** limit of liability will not exceed £10,000 any One Event.

2.23 Upgrading sprinkler installation
This part includes additional costs incurred following Damage to any automatic sprinkler installation in the event that on repair or reinstatement the **insurer** requires it to conform to the British Standard or European Code of Practice rules for Automatic Sprinkler Installations current at that time.

Provided always that:

a) at the time of the Damage there is no existing requirement to upgrade the automatic sprinkler installation at the **premises** where the Damage occurred within a given time

b) the work to upgrade the automatic sprinkler installation must be commenced and carried out without unreasonable delay and in any event must be completed within 12 months of the date from which the **insurer** notifies the **insured** of the requirement to upgrade the automatic sprinkler installation or such further period as the **insurer** may agree within the said 12 months

c) no amount will be payable by the **insurer** until the cost of conforming with the prevailing British Standard or European Code of Practice rules for Automatic Sprinkler Installations has been incurred

d) the **insurer's** liability any One Event will not exceed £25,000.

Section 3 – Special provisions

1. Debris removal

The insurance under each item on **buildings**, **contents** and/or **stock** includes an amount in respect of reasonable costs and expenses necessarily incurred with the **insurer's** consent in:

a) removing debris of

b) dismantling or demolishing

c) shoring up or propping

d) boarding up

e) weatherproofing

the **property** insured following Damage.

Provided always that:

i) the amount payable in respect of any one item will not exceed in total its sum insured

ii) the **insurer** will not pay for any costs or expenses:

1) incurred in removing debris except from the site of such **property** suffering Damage and the area immediately adjacent to such site

2) arising from pollution or contamination of **property** not insured under this part.

2. Designation

For the purposes of determining where necessary the heading under which any **property** is insured the **insurer** agrees to accept the designation in the **insured's** records.

3. Inadvertent omissions

The **insured** having notified the **insurer** of the intention to insure all **property** within the **territorial limits** as insured under this part in which the **insured** has an interest and the **insured's** belief being that all such **property** is insured if any **property** is found to have been inadvertently omitted the **insurer** will deem it to be insured under the terms and conditions of this part subject to payment of the premium on all such **property** erected or purchased as from the inception of this part or from the date of the **insured's** interest in such **property**.

Provided always that the liability of the **insurer** at any one **premises** will not exceed £1,000,000.

4. Other interests

It is agreed that various parties may have a legal interest in a portion of the **property** insured and the **insured** undertake to declare the name, nature and extent of any interest of such party at the time of Damage.

5. Professional fees

The insurance under each item on **buildings** and **contents** includes an amount in respect of reasonable architects', surveyors', legal and consulting engineers' fees necessarily incurred in the reinstatement or repair of the **property** insured consequent upon its Damage but not for preparing any claim.

6. Rent

In respect of any item relating to rent under this part the insurance on rent applies only if any of the said **building** or any part thereof is unfit for occupation in consequence of its Damage and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

7. Temporary loan

The insurance on **contents** includes **property** on temporary loan to the **insured** for which they are responsible up to a maximum value of £25,000 any One Event.

8. Temporary removal

The following are insured while temporarily removed to premises not in the **insured's** occupation within the **territorial limits**:

a) office records of any description but excluding computer systems records. The **insurers** liability any One Event will not exceed £10,000

b) computer systems records. The **insurers** liability any One Event will not exceed £2,000

c) **contents** up to 15% of the sum insured on **contents** or £25,000 whichever is the lesser. In respect of **contents** being removed for cleaning, renovation, repair or similar purposes cover will apply while such contents are in transit to and from the **premises**

but excluding:

i) **property** otherwise insured

ii) **stock** in trade or goods in the process of manufacture or whilst any item is being worked upon.

9. Underinsurance

The sum insured by each item of this part other than those applying solely to fees, rent or removal of debris is declared to be separately subject to **average**.

10. Tradespeople

Tradespeople are allowed to work in the **buildings** for the purposes of effecting any repairs, minor additions or alterations or decorations without prejudice to this insurance.

Section 4 – Special conditions

1. Automatic fire alarm installations

In respect of any automatic fire alarm installation at the **premises** the **insured** will:

a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed

b) carry out the maintenance procedures specified by the manufacturers of the equipment

c) notify the **insurer** immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more

d) record details of all events such as alarms, faults, tests, maintenance and disconnections and keep such details available for examination by the **insurer.**

2. Automatic sprinkler installations

In respect of any automatic sprinkler installation at the **premises** the **insured** will:

a) make a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted (e.g. a ring circuit)

b) i) make a test once a week for the purpose of ascertaining the condition of:

1) any connection with the public fire station, central fire alarm depot or public fire brigade control unless the fire brigade has given a written undertaking to carry out this test

2) the relevant batteries

Note: Where the circuit concerned is not continuously monitored test 1) must be made every working day

ii) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the system referred to in i) above and to obtain from them following each inspection certification that it is in satisfactory working order

c) make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installation are fully open

d) make tests each week for the purpose of ascertaining that any pump can be started both automatically and manually and that in respect of any diesel engine-driven pump the battery electrolyte level and density are correct and record the completion of these tests

e) notify the **insurer** before any installation is rendered inoperative or immediately in the event of an emergency

f) allow the **insurer** access to the **premises** at all reasonable times for the purpose of inspecting the sprinkler installation.

3. Firebreak doors and shutters

The **insured** will maintain any firebreak doors and shutters in their custody or control in efficient working order and such doors and shutters will be kept closed except during working hours.

4. Fire extinguishing appliances

Fire extinguishing appliances will be serviced and maintained under an annual service contract arranged by the **insured** with a competent service provider.

This part will not be invalidated as a result of any defect in any of the said appliances unknown to the **insured** or beyond the **insured's** control.

5. Physical protection

It is a condition precedent to the liability of the **insurer** that:

a) any additional protection required by the **insurer** will be fitted in accordance with the **insurer's** requirements and together with all other devices for the protection of the **property** insured will be kept in good order and put into full and effective operation whenever the **premises** are closed for business or unattended; and

b) the **insured** will maintain security of any key or other device and record of a code relative to the security of the **premises** or to any safe or strongroom containing the **property** insured and these will be removed from the **premises** whenever they are closed for business or unattended except that where a portion of the **premises** is occupied residentially by the **insured** or any **director**, **employee** or **volunteer** any key or other device and record of a code will be removed from the business portion of the **premises**.

6. Security precautions

a) All protections will be fitted in accordance with the **insurer's** requirements and together with all other devices for the protection of the **property** insured will be kept in good order and put into full and effective operation when the **premises** are closed for **business** or are unattended.

b) All keys including duplicate keys relative to the security of the **premises** will be removed from the secured **premises** whenever they are closed for **business** or unattended.

c) Any intruder alarm system will be:

i) installed in accordance with the specification agreed by the **insurer** and no alteration or variation of the system or the procedures agreed with the **insurer** for police or any other response to any activation of the system or any structural alteration to the **premises** which would affect the system will be made without the written consent of the **insurer**

ii) maintained in full and effective working order at all times under a contract to provide both corrective and preventive maintenance with the installing company or such other company as approved by the **insurer** with no alteration being made thereto without the written consent of the **insurer**

iii) tested and set whenever the alarmed portion of the **premises** are closed for **business** or unattended by the **insured** or any person authorised by the **insured** to be responsible for the security of the **premises**.

d) Immediate advice will be given to the **insurer**:

i) of any notice from the police or a security organisation that the intruder alarm system signals will be disregarded

ii) of any notice from a local authority or a magistrate of any requirement imposed under the terms of the Environmental Protection Act 1990 or other legislation requiring modification of the intruder alarm system

iii) if the intruder alarm system cannot be returned to or maintained in full working order.

e) All keys to the intruder alarm system are removed from the **premises** when they are left unattended.

f) The **insured** maintains secrecy of codes for the operation of the intruder alarm system and no details of same are left on the **premises**.

g) The **insured** will appoint at least 2 keyholders and lodge written details (which must be kept up to date) with the alarm company and police.

h) In the event of notification of any activation of the intruder alarm system or interruption of the means of communication during any period that the intruder alarm system is set a keyholder will attend the **premises** as soon as reasonably possible.

7. Unoccupied buildings

Immediately the **insured** becomes aware the **insured** will notify the **insurer** when any **building** becomes **unoccupied** or when an **unoccupied building** or a portion of it becomes occupied and the **insured** will:

a) take immediate steps to effect such additions to or variations in the protections of the **property** insured as the **insurer** may require; and

b) pay an additional premium or an increase in the **insured's excess** will be applied if required.

Immediately the **insured** becomes aware that any **building** is **unoccupied** the **insured** will:

i) turn off all mains services except for the electricity supply to maintain any fire or intruder alarm system; and

ii) completely drain the water system except that during the period 1 October to 1 April each year any central heating systems may be kept working at a minimum temperature of 10 degrees celsius. Where sprinkler systems are installed and water supplies must be maintained heating must be kept at a minimum temperature of 10 degrees celsius; and

iii) seal up all letter boxes and take steps to prevent accumulation of mail; and

iv) remove all combustible contents and waste from within the **unoccupied** portion of the **building** and yard areas belonging to it; and

v) secure the **buildings** against unlawful entry by closing and locking doors and windows and setting any fire or intruder alarm systems; and

vi) arrange internal inspections of the **buildings** by an authorised representative, ensure such inspections are recorded and carried out at a minimum frequency of every fourteen calendar days unless otherwise notified to and agreed with or specified by the **insurer** and remove all waste and repair all **damage** identified in the course of such inspections without delay; and

vii) immediately remove any new accumulations of combustible materials including but not limited to junk mail found during such inspections.

Part B – Business interruption

Section 1 – Special definitions

Additional Expenditure

a) Reasonable additional costs and expenses necessarily incurred in order to effectively continue administration and maintain services

b) increased costs incurred for rent, rates, taxes, lighting, heating, cleaning and insurance due to the enforced occupation of temporary premises

c) legal, clerical and other charges incurred in the replacement or restoration of deeds, plans, specifications, documents, books of account, card indexes and other office records

less any sum saved during the Indemnity Period in the **insured's** normal expenditure which may have been affected in consequence of the Incident.

Damage

Accidental physical loss or accidental physical damage to the property insured stated in the schedule resulting from a cause not otherwise excluded all within the **territorial limits**.

Estimated Gross Revenue

The amount declared by the **insured** to the **insurer** as representing not less than the Gross Revenue which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.

Estimated Rent Receivable

The amount declared by the **insured** to the **insurer** as representing not less than the Rent Receivable which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.

Gross Revenue

The money paid or payable to the **insured** for goods sold and services rendered in the course of the **business** at the **premises** less the relative cost of purchases and other specific costs as may be applicable to the **business**.

Incident

Any Damage to **property** used by the **insured** at the **premises** for the purposes of the **business**.

Increase in Cost of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue or loss of Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of reduction in Gross Revenue or Rent Receivable thereby avoided

Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the **business** are affected.

Maximum Indemnity Period

The period stated in the schedule.

One Event

The total of all losses arising from one occurrence or all occurrences of a series consequent upon or attributable to one original cause after the application of all the terms and conditions of this part.

Outstanding Debit Balances

The total amount outstanding in customers' accounts on the last day of the month preceding an Incident adjusted for:

a) bad debts; and

b) amounts debited or invoiced but not debited and credited including credit notes and cash not passed through the books at the time of the Incident to customers' accounts in the period between the last day of the month preceding the Incident and the date of the Incident; and

c) any abnormal condition of trade which had or could have had a material effect on the **business**

so that the adjusted figures will represent as nearly as practicable those which would have applied at the date of the Incident.

Rent Receivable
The amount of the rent, service charges and other income received or receivable from the letting of and the services rendered at the **premises.**

Standard Gross Revenue
The Gross Revenue during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

Standard Rent Receivable
The Rent Receivable during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

Notes to the Special Definitions
1. In respect of the definitions of Standard Gross Revenue and Standard Rent Receivable provision will be made for the trend of the **business** and for variations in or other circumstances either before or after the date of the Incident which affect the **business** or would have affected the **business** had the Incident not occurred and the figures adjusted to represent as nearly as reasonably practicable the results which would have been obtained during the relative period after the Incident if the Incident had not happened.
2. Any adjustment implemented in current cost accounting will be disregarded.

Section 2 – Cover
In the event of any Incident during the period of insurance in consequence of which the **business** carried on by the **insured** at the **premises** be interrupted or interfered with the **insurer** will pay to the **insured** in respect of each of Items 1-4 the amount stated in the schedule.

Provided always that:

a) at the time of the Incident there is in force an insurance covering the **insured's** interest in the **property** at the **premises** against such damage and that payment:
   i) has been made or liability admitted therefor
   ii) would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount

b) the **insurer's** liability under this part will not exceed:
   i) the sum insured or any other limit of indemnity stated in the schedule at the time of the Incident
   ii) the sum insured or limit remaining after deduction for any other interruption or interference consequent upon any Incident occurring during the same period of insurance unless the **insurer** has agreed to reinstate the sum insured or limit.

Item 1 – Loss of Gross Revenue
The amount payable as indemnity will be:

i) the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident; and

ii) Increase in Cost of Working.

Item 2 – Loss of Rent Receivable
The amount payable as indemnity will be:

i) the amount by which the Rent Receivable during the Indemnity Period falls short of the Standard Rent Receivable in consequence of the Incident; and

ii) Increase in Cost of Working.

Item 3 – Additional Expenditure
The **insurer** will pay the amount of any Additional Expenditure except that relating to computer or data processing systems for the sole purpose of avoiding or diminishing the interruption of or interference with the business which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident.

Item 4 – Temporary Accommodation
The **insurer** will pay the **insured** in respect of the reasonable additional costs necessarily incurred for comparable temporary accommodation including the **insured's** removal expenses during the Indemnity Period arising from Damage to **buildings** stated in the schedule less any sum saved during the Indemnity Period in respect of charges and expenses of the **business** which cease or are reduced in consequence of the Incident.

For the purposes of this item Indemnity Period will mean the period during which the results of the **business** are affected commencing with the occurrence of the Incident that renders the **buildings** or any portion of them uninhabitable or inaccessible in direct consequence of the Incident and ending not later than the period necessary to reinstate the Damaged **buildings** to an habitable and accessible condition.

The **insurer's** liability any One Event will not exceed 20% of the Damaged **buildings** sum insured under part A of this policy at the occurrence of the **damage**.

2.1 Automatic reinstatement of sum insured

In the absence of written notice by the **insurer** or the **insured** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which the **insured** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance provided always that the **insured** take immediate steps to effect such additions to or variations in the protections of the **property** insured under part A of this policy as the **insurer** may require.

2.2 Book debts

In the event of an Incident in consequence of which the **insured** is unable to trace or establish the Outstanding Debit Balances in whole or in part due to the **insured** the **insurer** will pay the **insured** the amount of any loss of Outstanding Debit Balances resulting provided always that:

a) the amount payable will not exceed:
   i) the difference between:
      1) Outstanding Debit Balances; and
      2) the total of the amounts received or traced
   ii) the additional expenditure incurred with the **insurer's** prior consent in tracing and establishing customers' debit balances after the Incident
   iii) in total £100,000

b) it is a condition precedent to the **insurer's** liability that:
   i) the **insured's** books of account and other business books and records in which customers' accounts are shown will be kept in fire resisting safes or fire resisting cabinets when not in use
   ii) duplicate records are kept in a separate building.

Section 3 – General extensions

Any loss as insured under each item of this part resulting from interruption of or interference with the **business** at the **premises** in consequence of the contingencies described under this section will be deemed to be an Incident provided always that after the application of all other terms and conditions of this part the **insurer's** liability under each extension will not exceed its stated limit or the sum insured under the relevant item stated in the schedule whichever is the lesser.

3.1 Action of competent authorities

This part includes action by the police or other competent local, civil or military authority following a danger or disturbance (including but not limited to bomb threat hoax or actual) within or within one mile of the **premises** where access to the **premises** is prevented.

Provided always that:

a) for the purpose of this extension the action or advice of any party insured under this policy will not be deemed to be an action by the police or other competent local, civil or military authority

b) there will be no liability for loss resulting from interruption of or interference with the **business** during the first 12 hours of the Indemnity Period

c) for the purposes of this extension Indemnity Period will mean the actual period for which access to the **premises** is denied in consequence of the Incident during which the results of the **business** are affected but not exceeding the Maximum Indemnity Period

d) the Maximum Indemnity Period will mean one month

e) the limit is £50,000 any One Event and in the aggregate in any one period of insurance.

3.2 Computer data

Where part E is not operative this part includes damage to data or information on **computer equipment** not accompanied by visible and identifiable damage to the data carrying media. The **insurer's** liability any One Event will not exceed £5,000.

The **insurer** will not pay for damage occasioned to data or information by defects in the data, information or other records or caused by a design defect, material or workmanship in the **computer equipment** or any computer software.

3.3 Death of patron

This part includes loss resulting from interruption or interference with the **business** in consequence of:

a) death of the **insured's** patron if aged less than 70 years

b) the **insured's** patron being subject to a criminal investigation or offending public taste during the period of insurance.

Provided always that:

i) in respect of b) the Indemnity Period commences from the date the criminal investigation or act of offending public taste becomes public knowledge

ii) the Indemnity Period will mean 3 months

iii) the limit is £25,000 in any period of insurance.

3.4 Essential personnel

This part includes additional expenditure costs necessarily and reasonably incurred by the **insured** for the sole purpose of avoiding or diminishing any interruption of or interference with the **business** during the Indemnity Period in consequence of any **director**, **employee** or **volunteer** of the **insured** sustaining Bodily Injury in the course of the **business** during the period of insurance which results in their death or which in the **insurer's** medical officer's opinion, will in all likelihood result in permanent total inability to attend to their usual activities in the **business**.

For the purposes of this extension:

a) Bodily Injury means accidental injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause

b) Indemnity Period means the period during which the results of the **business** will be affected in consequence of the occurrence beginning with the date of the accident causing death or Bodily Injury

c) Maximum Indemnity Period will mean 3 months

d) The limit is £20,000 in any period of insurance.

3.5 Loss of attraction

This part includes damage to **property** within a one mile radius of the **premises** causing loss of custom to the **insured** due to loss of amenities within a one mile radius of the **premises** whether the **premises** or **contents** are damaged or not.

Provided always that:

a) there is an identifiable reduction in the **insured's business** solely in consequence of the Incident

b) there will be no liability for loss resulting from interruption of or interference with the **business** during the first 12 hours of the Indemnity Period

c) this extension does not cover any loss following obstruction by storm, flood or snow

d) Maximum Indemnity Period will mean 3 months

e) the limit is £50,000 any One Event and in the aggregate in any one period of insurance.

3.6 Lottery winners

This part includes Additional Expenditure incurred by the **insured** for the sole purpose of avoiding or diminishing any interruption of or interference with the **business** at the **premises** during the Indemnity Period resulting from one or more **employees** terminating their employment in direct consequence of their receiving a monetary win from participation in the United Kingdom National Lottery, EuroMillions Lottery, Irish National Lottery or National Savings and Investment Premium Bonds prize draws or United Kingdom National Football Pools where the amount won is in excess of £100,000 per individual **employee**.

Provided always that:

a) this extension will only apply if one or more **employees** resign from their employment with the **insured** within 14 days of the date of the monetary win

b) for the purposes of this extension:

   i) Indemnity Period will mean the period beginning with the date of the occurrence of the monetary win and ending not later than the expiry of the Maximum Indemnity Period thereafter during which period the results of the **business** are affected

   ii) Maximum Indemnity Period will mean 3 months.

The **insurer's** liability under this extension will not exceed £25,000 any period of insurance.

3.7 Named diseases, murder, suicide or rape

The insurance in respect of each item under this part includes loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of:

a) i) any occurrence of a Named Disease at the **premises** or attributable to food or drink supplied from the **premises**

ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Named Disease

b) the discovery of vermin or pests at the **premises**

c) any accident causing defects in the drains or other sanitary arrangements at the **premises**

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

d) any occurrence of murder, suicide or rape at the **premises**.

Provided always that:

i) Named Disease will mean illness sustained by any person resulting from:

1) food or drink poisoning

2) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Leprosy	Paratyphoid fever	Typhoid fever
Acute poliomyelitis	Leptospirosis	Rabies	Typhus fever
Bubonic plague	Malaria	Relapsing fever	Viral haemorrhagic
Cholera	Measles	Rubella	Viral hepatitis
Diphtheria	Meningitis	Scarlet fever	Whooping cough
Dysentery	Meningococcal infection	Smallpox	Yellow fever
Legionellosis	Mumps	Tetanus	
Legionnaires disease	Ophthalmia neonatorum	Tuberculosis	

an outbreak of which the competent local authority has stipulated will be notified to them.

ii) For the purposes of this clause:

1) Indemnity Period will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter.

2) the Maximum Indemnity Period will mean 3 months.

iii) In the event that this part includes an extension or additional cover which deems loss at other locations to be loss at the **premises** such extension or additional cover will not apply to this clause.

iv) The **insurer** will not be liable under this clause for:

1) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the **insured** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment thereto

2) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.

v) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.

vi) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto.

vii) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident under this part and then only for an amount not exceeding £100,000 any One Event and in the aggregate in any one period of insurance.

3.9 Property Stored in Third Party Premises

Damage to **property** of the **insured** whilst stored in secure **premises** within the **territorial limits** not belonging to or occupied by the **insured**.

The limit is £50,000 any One Event.

3.10 Public utilities and denial of access

Any loss as insured under this part resulting from interruption of or interference with the **business** in consequence of Damage to the **property** at the under-noted sites within the **territorial limits** will be deemed to be an Incident:

a) any generating station or sub-station of any public electricity supply undertaking

b) any land-based premises of any public gas supply undertaking or any natural gas producer linked directly to them

c) any water works and pumping stations of any public water supply undertaking

d) any land-based premises of any public telecommunications undertaking

from which the **insured** obtains electricity, gas, water or telecommunications services

e) within a one mile radius of the **premises** which prevents or hinders the use of or access to the **premises** excluding loss or damage to **property** of any supply undertaking which prevents or hinders the supply of services by any electricity, gas, water or telecommunications undertaking to the **premises.**

Provided always that:

i) the Maximum Indemnity Period will mean 3 months

ii) the limit is £1,000,000 any One Event and in the aggregate in any one period of insurance.

3.11 Transit

This part includes **damage** to **property** belonging to the **insured** while in transit by road, rail or inland waterway within the **territorial limits** excluding any loss arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft.

The limit is £25,000 any One Event.

Section 4 – Special provisions

1. Alternative trading

If during the Indemnity Period goods are sold or services rendered elsewhere than at the **premises** for the benefit of the **business** either by the **insured** or by others on behalf of the **insured** the money paid or payable in respect of such sales or services will be brought into account in arriving at the Gross Revenue and or Rent Receivable during the Indemnity Period.

2. Professional accountants fees

Any details contained in the **insured's** business books required by the **insurer** for the purpose of investigating or verifying any claim may be produced by professional accountants' if at the time they are regularly acting as such for the **insured** and their report will be prima facie evidence of the details to which such report relates.

The **insurer** will pay to the **insured** the reasonable charges payable to its professional accountants for producing any particulars or details contained in the **insured's** accounts or other documents which may be required by the **insurer** under the conditions of this part for the purpose of investigating or verifying any claim provided always that the total amount payable does not exceed any sum insured or limit of liability.

3. Renewal declaration

Prior to each renewal the **insured** will provide the **insurer** with the Estimated Gross Revenue and Estimated Rent Receivable applicable to the items stated in the schedule for the financial year most nearly concurrent with the ensuing year of insurance.

4. Value Added Tax

To the extent that the **insured** is accountable to the tax authorities for Value Added Tax all terms in this part will be exclusive of such tax.

Part C – Works in progress – 'all risks'

Section 1 – Special Definitions

Damage
Accidental physical loss or accidental physical damage to the **property** insured shown in section 2 and stated in the schedule resulting from a cause not otherwise excluded.

Defined Peril
Fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, storm, flood or escape of water from any tank, apparatus or pipe.

Section 2 – Cover
In the event of Damage occurring during the period of insurance the **insurer** will pay to the **insured** the value of the **property** insured at the time of the Damage or the cost of repair of the Damage or at the **insurer's** option reinstate or replace the **property** or any portion of it.

The **property** insured being:

a) works in progress comprising:

   i) new **buildings** in course of erection

   ii) alterations and additions to existing **buildings**

   iii) unfixed goods and materials on or adjacent to the site for incorporation therein all the **property** of the **insured** or for which they are responsible

   but excluding any temporary buildings, plant, machinery, tools and equipment the property of any contractor or subcontractor or for which they are responsible

b) existing **buildings** and their **contents** insured under part A of this policy but only during the period in which the buildings are undergoing alterations or additions including any agreed period for maintenance or making good defects.

Provided always that the liability of the **insurer** under this part will not exceed:

i) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the schedule at the time of the Damage

ii) the sum insured or limit remaining after deduction for any other Damage occurring during the same period of insurance unless the **insurer** has agreed to reinstate any such sum insured or limit

iii) the limit any one contract as stated in the schedule.

2.1 European Union and Public Authorities Clause
Subject to the following supplementary conditions the insurance by each item on **buildings** and **contents** includes such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

a) European Union legislation

b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

hereinafter referred to as 'the Stipulations' in respect of Damage to **property** insured and undamaged portions thereof.

The **insurer** will not pay for:

i) the cost incurred in complying with the Stipulations:

   1) in respect of loss or damage occurring prior to the granting of cover by this clause

   2) in respect of loss or damage not insured by this part

   3) under which notice has been served upon the **insured** prior to the happening of the Damage

   4) for which there is an existing requirement which has to be implemented within a given period

   5) in respect of **property** entirely undamaged by any cause hereby insured against

ii) the additional cost that would have been required to make good the **property** suffering Damage 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 its owner by reason of compliance with the Stipulations.

Supplementary Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the **insurer's** liability under this clause not being increased.
2. If the **insurer's** liability under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then the **insurer's** liability under this clause will be reduced in like proportion.
3. The total amount recoverable under any item of this part in respect of this clause will not exceed:
   a) in respect of the **property** suffering Damage:
      i) 15% of its sum insured
      ii) where the sum insured by the item applies to **property** at more than one premises 15% of the amount for which the **insurer** would have been liable had the **property** insured by the item at the **premises** where the Damage has occurred been wholly destroyed
   b) in respect of undamaged portions of **property** other than foundations 15% of the total amount for which the **insurer** would have been liable had the **property** insured under the item at the **premises** where the Damage has occurred been wholly destroyed.

2.2 Expediting Expenses

This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport provided always that the cost does not exceed 50% of the cost of repair had such cost not been incurred.

2.3 Indemnity to Other Persons

The **insurer** agrees that:

a) all interest in the insurance by this part will be vested jointly in the **insured** and any contractor employed by the **insured** to undertake the works in progress as stated in the schedule

b) any rights or remedies to which the **insurer** may become entitled or subrogated upon paying for or making good any Damage will not be pursued against any nominated subcontractor or domestic subcontractor in any period from commencement of to the issue of a certificate of practical completion for the subcontract works.

This waiver does not apply to:

i) Damage caused other than by a Defined Peril

ii) domestic subcontractors in so far as the Damage extends to existing **buildings** or their **contents**.

Section 3 – Special Exclusions

This part does not cover:

1. Completed Work

loss or damage to work for which a certificate of practical completion has been issued

2. Defective Design

the cost of reinstating or repairing:

a) any work executed or any site materials suffering loss or damage as a result of its own faulty or defective design, materials, plans, specification, faulty or defective workmanship or operational error or omission or other work executed which suffers loss or damage in consequence thereof where such work relied for its support or stability on work which is defective

b) **property** which is defective due to wear and tear, obsolescence, deterioration, rust or mildew

3. Fines or Penalties

any fine or penalty for non-completion, non-compliance or delay

4. Government or Public Authority Action

loss or damage as a result of nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority

5. Unexplained Losses

loss or damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission.

Section 4 – Special Provisions

1. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part is not enforceable by any third party.

2. Debris Removal

The insurance by each item on works in progress includes an amount in respect of reasonable costs and expenses necessarily incurred by the **insured** with the **insurer's** consent in:

a) removing debris of

b) dismantling or demolishing

c) shoring up or propping

d) boarding up

e) weatherproofing

the **property** insured following Damage.

The **insurer** will not pay any costs or expenses:

i) incurred in removing debris except from the site of such **property** suffering Damage and the area immediately adjacent to such site

ii) arising from pollution or contamination of **property** not insured by this part.

3. Professional Fees

The insurance under section 2a) and b) on works in progress includes an amount in respect of reasonable architects', surveyors', legal and consulting engineers' fees necessarily incurred in the reinstatement or repair of the **property** insured consequent upon its Damage but not for preparing any claim.

Provided always that the amount payable will not exceed in total its sum insured.

Section 5 – Special Condition

1. Joint Code of Practice

The **insured** undertakes to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated October 2015 or any subsequent amendment to or revised edition thereof current at the inception of any period of insurance hereinafter referred to as The Joint Code.

The Joint Code will only apply to the works in progress where any original individual contract price is £5,000,000 or more. For the purpose of paragraph 6.3 of The Joint Code if the individual estimated works in progress contract price exceeds £20,000,000 it will be regarded as a large project.

The **insurer's** appointed representative will have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

If the **insurer** becomes aware of a breach of The Joint Code the **insurer** may inform the main contractor's site management of the nature of the breach specifying the remedial measures the **insurer** requires hereinafter referred to as the Remedial Measures and the period within which these must be completed.

Where the **insurer** considers such a breach is of sufficient importance the **insurer** may confirm the same by notice in writing to the **insured** hereinafter referred to as Notice. Such Notice will be given by special delivery mail, electronic transmission or by hand. Under the terms of this or any subsequent Notice the **insurer** may suspend or cancel cover at the contact site concerned from the date stated in the Notice not being a date earlier than the date named for completion of the Remedial Measures it being understood that upon suspension cover will be reinstated when the **insurer** is satisfied that the Remedial Measures have been completed.

Exclusions to parts A, B and C

Parts A, B and C do not cover:

1. **Changes in environment or mechanical or electrical breakdown**
   loss, damage, cost or expense caused by or consisting of:

   a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, vermin or insect, marring, scratching

   b) change in temperature, colour, action of light, flavour, texture or finish

   loss, damage, cost or expense consisting of:

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

   d) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates

   but this will not exclude:

   i) such **damage** to **property** or **business interruption** not otherwise excluded which itself results from a **defined peril** or from any other accidental **damage**

   ii) subsequent **damage** to **property** or **business interruption** which itself results from a cause not otherwise excluded

2. **Collapse or cracking**
   a) loss or damage to a **building** or structure caused by its own collapse or cracking

   b) loss, cost or expense resulting from loss or damage to a **building** used by the **insured** at the **premises** caused by its own collapse or cracking

   unless resulting from a **defined peril** in so far as it is not otherwise excluded

3. **Consequential loss**
   in respect of parts A and C consequential loss of whatsoever nature except loss of rent if insured

4. **Deliberate act of service suppliers**
   loss, damage, cost or expense caused by the deliberate act of a supplier in withholding water, gas, electricity, fuel or telecommunications services but this will not exclude:

   a) such **damage** or **business interruption** not otherwise excluded which itself results from a **defined peril** or from any other accidental **damage**

   b) subsequent **damage** or **business interruption** which itself results from a cause not otherwise excluded

5. **Depreciation, gradually operating changes and faulty or defective design or workmanship**
   loss, damage, cost or expense caused by or consisting of:

   a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level

   b) faulty or defective design or materials

   c) faulty or defective workmanship, operational error or omission on the part of the **insured** or any **director**, **volunteer** or **employee**

   d) the bursting of a boiler, economiser, vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **insured** other than:

      i) in respect of part A: a boiler used for domestic purposes only

      ii) in respect of part B: any boiler or economiser on the **premises** or a boiler used for domestic purposes only

   but this will not exclude subsequent **damage** to **property** or **business interruption** which itself results from a cause not otherwise excluded

6. Asbestos

loss, damage, cost or expense caused by or consisting of:

a) asbestos material removal

b) demolition or increased costs of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material

c) any governmental direction or request declaring that asbestos materials present in, part of or utilised on any undamaged portion of the **property** insured must be removed or modified

7. Electronic risks

a) loss or damage caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not

b) loss, cost or expense directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**

8. Erasure of records

loss, cost or expense arising directly or indirectly from:

a) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons

b) other erasure, loss, distortion or corruption of information on computer systems or other records programs or software unless resulting from a **defined peril** in so far as it is not otherwise excluded

9. Excesses

in respect of Parts A and C the **excess** as stated in the schedule for each and every loss at each and every separate **building** at the **premises** arising from any cause not otherwise excluded

10. Fraud or dishonesty

loss, damage, cost or expense caused by or consisting of acts of fraud or dishonesty but this will not exclude such **damage** or **business interruption** which itself results from a cause not otherwise excluded

11. Jewellery and other valuables, collectables and objets d'art

a) in respect of parts A and C loss or damage to jewellery, precious stones or metals, bullion, medals, furs, curiosities, works of art valued in excess of £25,000 or rare books

b) in respect of part B loss resulting from loss or damage to **property** described in a) above

12. Moveable property in the open

loss, damage, cost or expense in respect of moveable **property** in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust

13. Pollution or contamination

loss, damage, cost or expense caused by, consisting of or resulting from pollution or contamination but this will not exclude **damage** to **property** insured or **business interruption** not otherwise excluded caused by:

a) pollution or contamination which itself results from a **defined peril**

b) a **defined peril** which itself results from pollution or contamination

14. Processes

in respect of parts A and B only loss, damage, cost or expense:

a) caused by fire resulting from undergoing any heating process or any process involving the application of heat

b) other than by fire or explosion resulting from undergoing any process of production, packing, treatment, testing, commissioning, servicing, repair or adjustment

15. Property excluded

in respect of parts A or B unless specifically mentioned as insured:

a) materials or supplies in connection with buildings or structures in course of construction or erection, alteration, addition or improvement

Provided always that the **insured** will advise the **insurer** in respect of any works being undertaken to the property in the event that:

i) the cost of such works exceeds £250,000

ii) such works involve the application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers

iii) the **insured** is required to effect insurance on the **property** in the joint names of themselves and the contractor, in which the **insurer** shall be entitled to charge an additional premium as appropriate for the provision of such cover under part C – Works in progress – 'all risks'

b) land, piers, jetties, culverts or excavations or bridges

c) livestock

d) trees, shrubs, plants or turf other than when incorporated as part of the structure of the **buildings**

e) motor vehicles licensed for road use including their accessories thereon, caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft

f) **computer equipment where the total value is in excess of £10,000**

g) artificial sports pitches or external playground equipment

16. Property more specifically insured

any **property** more specifically insured

17. Subsidence, ground heave or landslip and normal settlement

loss, damage, cost or expense caused by or consisting of:

a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

b) normal settlement or bedding down of new structures

18. Theft

loss or damage caused by or consisting of or loss, cost or expense arising from theft or attempted theft:

a) of **contents** unless involving forcible and violent entry to or exit from any building at the **premises** (except where entry is gained by the threat of or actual personal violence to any **employee**)

b) involving any person lawfully in or on the **premises**

c) involving the **insured** or an **employee**

d) of **property** in the open but this exclusion d) will not apply in respect of the fabric of the buildings at the **premises**

e) of beer, wines, spirits, cigarettes and tobacco

f) of token or coin-operated amusement or vending machines or their contents

g) of **money**

h) from any unattended vehicle

19. Unexplained losses

loss or damage caused by or consisting of or loss, cost or expense arising directly or indirectly from disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission

20. Unoccupied buildings

loss, damage, cost or expense caused by:

a) freezing

b) escape of water from any tank, apparatus or pipe

c) malicious persons (other than by fire or explosion) not acting on behalf of or in connection with any political organisation

in respect of any **building** which has been **unoccupied** for a period of more than 30 consecutive days.

Endorsements to parts A, B, C, D and E

Applicable only where stated in the schedule.

1. **Index-linking**
   The sum insured in respect of each of the items stated under part A in the schedule will be adjusted monthly in line with the indices selected by the **insurer**. At each renewal the premium will be calculated on the adjusted sum insured.

2. **Basement storage**
   It is a condition precedent to the liability of the **insurer** that all items in store, materials in trade and library books kept in any cellar, basement or sub-basement will be kept on racks or shelves at least 15cm above floor level.

3. **Water installation**
   It is a condition precedent to the liability of the **insurer** that heating is kept at a minimum of 10 degrees celsius throughout the period 1 October to 1 April each year or a frost thermostat is fitted to the exterior of the **premises** and connected to the boiler unless the pipes are adequately lagged to prevent freezing.

4. **Day one basis (non-adjustable)**
   The following **special definition** and declaration conditions apply in respect of the items stated in the schedule under part A:

   Special definition

   Declared Value
   The **insured's** assessment of the cost of **reinstatement** of the **property** insured at the level of costs applying at the inception of each period of insurance ignoring inflationary factors which may operate subsequently together with in so far as the item provides due allowance for:

   a) the additional cost of reinstatement to comply with European Union and public authority requirements

   b) professional fees

   c) debris removal costs.

   Declaration Conditions

   1. The **insured** having stated in writing the Declared Value stated in the Declared Value column in the schedule for each of the said items the premium has been calculated accordingly.
   2. At the inception of each period of insurance the **insured** will notify the **insurer** of the Declared Value of the **property** by each of the items. In the absence of such declaration the last amount declared by the **insured** will be taken for the ensuing period of insurance.
   3. The following wording replaces supplementary condition 4 of clause 2.18:
      a) If at the time of the loss the Declared Value of the **property** covered by an item is less than the cost of **reinstatement** at the inception of the period of insurance then the **insurer's** liability for any loss will be limited to the proportion which the Declared Value bears to such cost of **reinstatement**.
   4. Where claims are payable as if clause 2.18 had not been incorporated all the terms and conditions of this part will apply except that the sums insured will be limited to the percentage stated in the schedule of each Declared Value.

   4a Day one basis (adjustable)

   Applicable to part A only
   The following declaration conditions are added to endorsement 4.

   5. The premium on each of the said items is provisional. On expiry of each period of insurance the premium will be adjusted by 50% of the difference between:
      a) the provisional premium at the commencement of the period; and
      b) the premium calculated at the terms which have been applied during the period under adjustment based on the Declared Value for the subsequent period of insurance.
   6. For the purpose of paragraph 5 of this endorsement only:
      a) if this part or any item thereof is cancelled or not renewed the **insured** will provide the Declared Value of the said items but at the level of costs applying at the date of cancellation or expiry
      b) where **property** has not been reinstated following **damage** the **insured** will provide the Declared Value as though the **property** had not been lost destroyed or damaged

c) where the Declared Value is not submitted to the **insurer** an additional premium will become payable as defined in the schedule.

7. The insurance under each of the said items includes in so far as the same are not otherwise insured:

   a) any newly-acquired or newly-erected **buildings**, machinery and plant

   b) alterations, additions and improvements to **buildings**, machinery and plant

   anywhere in the **territorial limits** for an amount not exceeding the sum stated in the schedule at any one situation. Any other extension to the said items of this part relating to capital additions as defined in a) and b) above is cancelled.

5. Drink and tobacco

Exclusion 18 e) is hereby deleted.

6. Extended theft cover

Exclusion 18 of exclusions to parts A, B and C is amended to read as follows:

18. Theft

loss or damage caused by or consisting of or loss, damage, cost or expense arising from theft or attempted theft:

a) involving the **insured** or any **employee**

b) of **property** in the open but this exclusion b) will not apply in respect of the fabric of the buildings at the **premises**

c) from portable or demountable buildings and structures of similar construction

d) of beer, wines, spirits, cigarettes and tobacco

e) of token or coin-operated amusement machines or their contents

f) of **money**

g) from unattended vehicles.

7. Subsidence, ground heave or landslip

Exclusion 17 of exclusions to parts A, B and C is amended to read as follows:

17. Subsidence, ground heave or landslip and normal settlement

loss, damage, cost or expense caused by or consisting of subsidence or ground heave of any part of the site on which the building stands or landslip

a) in respect of yards, car parks, roads, pavements, walls, gates and fences unless a building insured under part A is also affected

b) resulting from:

   i) the normal settlement or bedding down of new structures

   ii) the settlement or movement of made-up ground

   iii) coastal or river erosion

   iv) defective design or workmanship or the use of defective materials

   v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

c) which commenced prior to the inception of this cover

d) occurring as a result of demolition, construction, structural alteration or repair of any **property** or groundworks or excavation at the **premises**.

Special condition

The **insurer's** liability will be avoided if the risk of loss, damage, cost or expense is increased by reason of demolition, groundworks, excavation or construction being carried out on any adjoining site unless admitted by the **insurer** in writing.

8. Theft of the fabric of the buildings

The **insurer** will indemnify the **insured** for the cost of repair or reinstatement subsequent to **damage** to the fabric of the **buildings** as stated in the schedule which directly results from its theft or attempted theft where the **insured** is legally responsible for the cost of repairing such **damage** provided always that the liability of the **insurer** will not exceed £50,000 in the aggregate.

9. Loss of licence

In the event of any licence or registration certificate required by the **insured** being refused renewal or declared forfeit by the appropriate licensing or registration body during the period of insurance the **insurer** will indemnify the **insured** in respect of:

a) any depreciation in the **insured's** interest in their activities arising from the loss of the said licence or registration certificate; and

b) the costs and expenses incurred by the **insured** with the written consent of the **insurer** in connection with an appeal against such cancellation.

Exclusions

The **insurer** will not be liable for:

i) any payment where the **insured** is entitled to compensation under the terms of any scheme of town or country planning or an Act of Parliament.

ii) any losses sustained by the tenant, manager, occupier, licence or registration certificate holder of the premises or of anyone other than the **insured**

iii) loss consequent upon the acts or requirements of the licensing body, or national, local or other authority or of the **insured's** deliberate or wilful non-compliance therewith except as stated above

iv) claims arising from any closure of the premises not required by law

v) any other consequential loss unless specifically insured hereunder.

Provided always that:

1) The **insured** as soon as they become aware, will inform the **insurer** of any change of licence holder. Failure to do so will render any claim involving the new licence holder avoidable.

2) The **insured** will take all necessary steps to ensure that the tenant, manager, occupier and/or licence holder act and conduct the business in such a manner as to protect the licence from loss and preserve the **insured's** interest in it.

3) This cover will be voidable in the event of:

   A) surrender or discontinuance of the licence or its transfer to different premises without the prior knowledge and agreement of the **insurer**

   B) alterations to the premises without the consent of the licensing body or planning or other authority where such permission is required by law.

4) This cover will be voidable in the event of misrepresentation, misdescription or non-disclosure at the time by the **insured** of any material particular.

5) On the happening of any event giving or likely to give rise to a claim under this cover the **insured** will as soon as possible and at the **insured's** own expense:

   A) inform the **insurer** in writing

   B) furnish such information as the **insurer** may require and render all assistance as may be requested.

6) The limit is £50,000 in any period of insurance.

7) The Maximum Indemnity Period will mean 12 months.

10. Unoccupied premises restriction to cover

Where a **premises** is **unoccupied** for a period longer than 6 months cover is restricted to demolition costs and debris removal only arising from a cause not otherwise excluded and is subject to an excess of £1,000.

Part D – Money

Section 1 – Special definitions

Assault
a) Violent or criminal assault

b) attack by animals.

Bodily Injury
Accidental injury excluding illness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

Loss of Limb
Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

Loss of Sight
Permanent and total loss of sight:

a) in both eyes if the Person Insured's name is entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist

b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Non-Negotiable Money
Any crossed cheque, crossed bankers' or giro draft, crossed money order, crossed postal order and premium savings bond.

Person Insured
Any person aged between 16 and 69 years inclusive excluding:

a) an employee of a security company or similar organisation

b) any person committing or attempting robbery.

Usual Occupation
The occupation of the Person Insured as shown in the **insured's** records at the date of sustaining Bodily Injury.

Weekly Earnings
The gross average weekly earnings of the Person Insured from the **insured** during the 52 weeks preceding the date of sustaining Bodily Injury.

Section 2 – Cover
In the event of physical loss of **money** from a cause not otherwise excluded arising during the period of insurance the **insurer** will pay the **insured** the amount of such loss not exceeding any limit stated in the schedule.

2.1 Damage to property
This part includes **damage** as a direct result of theft or attempted theft of **money** to:

a) clothing or personal effects and money belonging to any person insured not exceeding £500 in respect of any one person insured

b) any franking machine, safe, strongroom or security case, bag, money belt or waistcoat, cash carrying case or similar cash carrying device designed for the safe carriage of **money** up to the reinstatement cost.

2.2 Personal injury
If during the period of insurance any Person Insured sustains Bodily Injury by Assault arising from theft or attempted theft of **money** as a result of which death or disablement occurs independently and exclusively of any other cause within 24 months of sustaining such Bodily Injury the **insurer** will pay the **insured** the sum stated in the table of benefits.

Table of Benefits

1.	Death, Loss of Limb or Loss of Sight	£25,000
2.	Permanent total disablement other than stated in 1. above from engaging in Usual Occupation	£25,000
3.	Temporary disablement from engaging in Usual Occupation for a maximum period of 104 weeks from date of disablement.	Normal Weekly Earnings up to £250 per week

4. **Victim support**

If the Person Insured as a result of a malicious attack or assault or attempt thereat shall suffer social and/or emotional impairment the **insurer** will indemnify the Person Insured for fees for professional counselling but not exceeding:

a) any hourly cost of more than £40;

b) £1,000 for any Person Insured in total for all claims or series of claims, arising out of any one incident and;

c) £5,000 in total for all Persons Insured in total for all claims or series of claims, arising out of any one incident.

Provided always that:

i) no benefit will be payable if there is another personal accident policy operative in respect of the same injury

ii) no benefit will be payable until the whole amount has been ascertained and agreed

iii) if the **insurer** is satisfied that the disability is permanent benefit 2. will become payable when benefit 3. is exhausted

iv) the **insurer** will not pay under more than one of 1. or 2. above.

2.3 Replacement safe or strongroom keys

This part includes the reasonable cost not exceeding £5,000 of replacing safe or strongroom locks made necessary by theft of keys from the Premises or from the home of any adult authorised to hold such keys but excluding such cost where the keys have been left on the Premises while closed for business or unattended.

This clause will not apply where part A clause 2.18 is operative.

Section 3 – Special exclusions

This part does not cover any loss of **money**:

1. **Cash dispensers**
   from any automated teller machine or cash dispenser unless otherwise stated in the schedule

2. **Employee dishonesty**
   due to fraud or dishonesty on the part of any **director**, **employee** or **volunteer** but this exclusion will not apply to loss arising from fraud or dishonesty which is discovered within 72 hours.

   Provided always that:

   a) such loss is not recoverable under a fidelity, employee dishonesty or similar policy of insurance

   b) the **insurer's** liability will not exceed the amount stated in the schedule against item 2 c) i)

3. **Error or omission**
   arising from error or omission in receipts, payments or accounting practice

4. **Machines**
   in excess of £250 from equipment operated by bank note, coin or token

5. **Malfunction of machine**
   resulting from gradual deterioration, mechanical or electrical defects, breakdown or malfunction of any franking, dispensing or similar machine

6. **Security company**
   in the custody and control of a security company or similar organisation except for the amount of any loss which cannot be recovered from the security company or similar organisation by legal means but not exceeding the relevant limit stated in the schedule

7. **Transit by post**
   in the mail other than sent by special delivery

8. **Unattended vehicles**
   in excess of £100 from an unattended vehicle

9. **Excess**
   This part does not cover the amount of the **excess** stated in the schedule. Unless stated otherwise the **excess** will apply to each and every loss

10. Electronic risks

a) loss or damage caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not

b) loss, cost or expense directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

Section 4 – Special conditions

1. Accompaniment

The **insurer** will not be liable for any loss of **money** in transit unless accompanied by persons aged 16 years or over as follows:

Amount Carried	Minimum Number of Persons
Up to £3,000	1
over £3,000 and up to £7,500	2
over £7,500 and up to £10,000	3

Cover for amounts over £10,000 is only applicable if stated in the schedule.

2. Security of safe and strongroom keys and combination codes

It is a condition precedent to the **insurer's** liability that whenever the office, room or area in which a safe or strongroom containing **money** is situated is unattended:

a) such safe or strongroom will be securely locked

b) any key and record of a code to such safe or strongroom will be removed from the **premises** or kept on the person of an authorised person except where a portion of the **premises** is occupied residentially by the **insured** or any **director**, **employee** or **volunteer** when any key and record of a code will be removed from the business portion of the **premises**.

Part E – Computer

Section 1 – Special definitions

Accident
Damage excluding Breakdown, Fire Perils and Residual Breakdown.

Additional Expenditure
Additional expenditure incurred in order to maintain effectively the services provided by the **computer equipment** including the fitting up of alternative premises, costs of removal, purchase of time using alternative **computer equipment** or the hiring of alternative machinery and related expenses, including the increased costs incurred for rent, rates, taxes, lighting, heating, cleaning and insurance as a result of the enforced occupation of temporary premises.

Additional Interest
Interest charges payable on money borrowed by the **insured** solely and necessarily to maintain income normally received in the conduct of the **business** provided always that the rate of interest will not exceed by more than 1% the Sterling Overnight Indexed Average (SONIA) at the date of borrowing.

Breakdown
The electrical or mechanical failure of **computer equipment** arising from internal causes or fluctuation in power supply which requires repair or replacement to enable normal operation to continue excluding Damage by fire other than such Damage to the item of **computer equipment** in which the failure occurs.

Computer Suite Equipment
Mainframe systems and servers plus all inter-connected wiring, fixed disks, telecommunication equipment, ancillary, peripheral and terminal equipment linked into the mainframe contained within a purpose built computer suite.

Damage
Sudden and unforeseen **damage**.

Denial of Access
a) Damage by Perils Insured to **property** in the vicinity of **computer equipment** or the building housing such **computer equipment** at the Premises

b) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life or **property**

which in each case prevents the **insured's** access to or use of such **computer equipment**.

Erasure
Erasure, destruction, corruption or distortion of software or data on media forming part of **computer equipment**.

Failure of Electricity Supply
Failure or fluctuation of the supply of electricity to **computer equipment**.

Failure of Telecommunications
Failure of any telecommunication system linked to **computer equipment**.

Fire Perils
Fire, lightning, explosion or aircraft or other aerial devices dropped from them.

Incident
Damage to **computer equipment** by or the operation of any of the Perils Insured stated in the schedule.

Indemnity Period
The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the **business** are affected.

Maintenance Agreement
An agreement which provides on-call remedial maintenance encompassing free repair or replacement in the event of Breakdown arising out of normal use. The **insured** will supply to the **insurer** a copy of any such agreement on request.

Maximum Indemnity Period
The period stated in the schedule.

Other Computer Equipment
All **computer equipment** other than Computer Suite Equipment.

Perils Insured
A. Accident.
B. Fire Perils.
C. Residual Breakdown.
D. Breakdown.
E. Denial of Access.
F. Failure of Electricity Supply.
G. Failure of Telecommunications.
H. Erasure.

Residual Breakdown
Breakdown provided always that at the time of Damage the item of **computer equipment** is the subject of a Maintenance Agreement and the Damage is the responsibility of the **insured** under that agreement.

Revenue
Money paid or payable to the **insured** for services provided through the use of **computer equipment** in the course of the **business**.

Savings
Any sum recoverable under other insurance effected by or on behalf of the **insured** or any saving in the **insured**'s normal expenditure effected in consequence of the Incident.

Section 2 – Material damage

The cover
In the event of Damage to **computer equipment** stated in the schedule occurring during the period of insurance within the **territorial limits** caused by any of the Perils Insured stated in the schedule the **insurer** will at the option of the **insurer** indemnify the **insured** by payment, reinstatement, replacement or repair.

Provided always that the liability of the **insurer** under this section will not exceed:

a) in the whole the total sum insured or in respect of any item its sum insured stated in the schedule at the time of the Damage unless stated otherwise below

b) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same period of insurance unless the **insurer** has agreed to reinstate any such sum insured (or limit).

2.1 Automatic reinstatement of sum insured
Payment of a claim will not reduce the sums insured except upon written notice by the **insurer** to the contrary provided always that the **insured** takes immediate steps to effect such additions to or variations in the protections of **computer equipment** as the **insurer** may require.

2.2 Capital additions and acquisitions
This section includes additional **computer equipment** acquired which is not otherwise insured.

Provided always that:

a) the sum insured stated in the schedule may be increased in any one period of insurance by up to £500,000 in the aggregate

b) within one month of the expiry of each period of insurance the **insured** will supply to the **insurer** details of all acquisitions and deletions whereupon the **insurer** will charge or allow one half of the annual premium in respect of such acquisitions and deletions the premium for the ensuing year being calculated accordingly.

2.3 Debris removal
This section includes in addition to any sum insured reasonable costs and expenses necessarily incurred with the **insurer's** consent in dismantling and removing debris of **computer equipment** following insured Damage provided always that the amount payable in respect of any one occurrence will not exceed £5,000 or 2.5% of the sum insured whichever is the greater but subject to a maximum of £100,000.

2.4 European Union and public authority requirements (excluding undamaged property)

Subject to the following supplementary conditions this section includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

a) European Union legislation

b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

referred to below as 'the Stipulations'.

The **insurer** will not pay for:

i) the cost incurred in complying with the Stipulations:

   1) in respect of loss or damage not insured under this section

   2) under which notice has been served upon the **insured** prior to the happening of the Damage

   3) for which there is an existing requirement which has to be implemented within a given period

   4) in respect of undamaged **computer equipment** or undamaged portions of **computer equipment**

ii) the additional cost which would have been required to make good the **computer equipment** suffering Damage 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 **computer equipment** or by its owner by reason of compliance with the Stipulations.

Supplementary conditions

1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the liability of the **insurer** not being increased.
2. If the liability of the **insurer** under this section apart from this clause is reduced by the application of any of the terms and conditions of this section then the liability of the **insurer** under this clause will be reduced in like proportion.
3. The total amount payable under this clause will not exceed in respect of the **computer equipment** suffering Damage its sum insured.

2.5 Incompatibility of computer media

This section includes in addition to any sum insured costs of:

a) modification of **computer equipment**

b) replacement of computer media together with the restoration of data or software on such media

whichever is the lesser to achieve compatibility in the event that the loss of **computer equipment** has resulted in undamaged computer media being incompatible with the replacement **computer equipment** provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

2.6 Investigation costs

This section includes in addition to any sum insured costs incurred with the prior consent of the **insurer** for investigations and tests in respect of possible repair, replacement or restoration following Damage provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

2.7 Mitigation of impending loss

This section includes in addition to any sum insured costs incurred in taking reasonable and exceptional measures prior to Damage occurring to avoid or mitigate such impending Damage for which the **insurer** would have been liable under this section.

Provided always that:

a) the impending Damage does not stem from any reasonably foreseeable cause or any defect in the **computer equipment**, media, data or software or as a consequence of the **insured's** failure to suitably maintain or protect the **computer equipment** prior to the **insured** becoming aware of the impending occurrence

b) the **insurer** is satisfied that:

   i) the Damage would have been the natural outcome in the absence of such measures; and

   ii) in all probability the costs incurred are less than the amount of the Damage mitigated or avoided in consequence of the measures taken; and

c) the amount payable by the **insurer** will not exceed £5,000 in respect of the occurrence.

2.8 Recharging of gas cylinders

This section includes in addition to any sum insured the cost of recharging gas cylinders installed solely for the protection of **computer equipment** following accidental discharge but excluding discharge arising:

a) during repairs or alterations to the building in which the cylinders are situated

b) during installation, repair, removal, alteration, extension or testing of all or part of the gas flooding system

provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

2.9 Reinstatement

Subject to the following supplementary conditions the basis upon which the amount payable in respect of **computer equipment** is to be calculated will be **reinstatement**.

Supplementary conditions

1. The **insurer's** liability for the repair of partially damaged **computer equipment** will not exceed the amount which would have been payable had such **computer equipment** been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
   a) unless **reinstatement** commences and proceeds without unreasonable delay
   b) until the cost of **reinstatement** has been incurred
   c) if the **computer equipment** at the time of its **damage** is insured by any other insurance effected by the **insured** or on the **insured's** behalf which is not on the same basis of **reinstatement**.
3. All the terms and conditions of this section will apply:
   a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
   b) where claims are payable as if this clause had not been incorporated.

Exclusions to section 2

This section does not cover:

1. **Excess**
   the first £100 of any claim resulting from theft or any other claim except in the case of Damage caused by Fire Perils or in respect of any increased amount as stated in any endorsement to this section appearing in the schedule

2. **Guarantee or maintenance**
   loss or damage for which:
   a) any manufacturer, supplier, agent or maintenance undertaking is responsible under the terms of a guarantee or Maintenance Agreement
   b) the **insured** is relieved of responsibility under any rental, hire or lease agreement

3. **Loss of data**
   erasure, destruction, corruption or distortion of data

4. **Theft from the premises**
   theft from the **premises** that does not involve entry to or exit from any building at the **premises** by forcible and violent means

5. **Computer equipment on loan or not in the custody of the insured**
   loss or damage to Computer Equipment on loan from the **insured** or not in the custody or control of the **insured**.

Provisions to section 2

1. **Inventory**
   The **property** insured is more particularly described and valued in an inventory prepared and maintained by the **insured**. In the event of Damage being occasioned to any item insured by this section the said inventory will be referred to for evidence of the value of such item and the **insurer** will not be liable to pay more than the sum set against each item in the said inventory.

2. **Other interests**
   It is agreed that various parties may have a legal interest in a part of the **computer equipment** and the **insured** undertakes to declare the name, nature and extent of any interest of such party at the time of Damage.

3. Underinsurance

If at the commencement of Damage a sum insured under any item is less than 85% of the new replacement value of the **computer equipment** covered under that item the **insured** will be considered as being their own insurer for the difference and the amount payable will be proportionately reduced.

The sum insured under each item is declared to be separately subject to this provision.

For the avoidance of doubt clause c) iii) of general condition 6 will not apply.

Section 3 – Data and information

The cover

In the event of Damage caused by any of the Perils Insured stated in the schedule occurring during the period of insurance to current and backup computer records (excluding fixed disks and paper records of any description) incorporating stored programs and information on them while the media containing such data and information is anywhere within the **territorial limits** the **insurer** will indemnify the **insured** in respect of the costs and expenses incurred in the replacement or restoration of such data and information.

Provided always that the liability of the **insurer** under this section and any extensions to it in respect of loss of data and information will not exceed the sum insured stated in the schedule at the time of the Incident.

3.1 Accountants' fees

This section includes in addition to any sum insured reasonable accountants' fees necessarily incurred by the **insured** for producing any evidence or information as may be required under general condition 3 and reporting that such particulars are in accordance with the **insured's** books of accounts, other business books or documents provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

3.2 Automatic reinstatement of sum insured

Payment of a claim will not reduce the sums insured except upon written notice by the **insurer** to the contrary provided always that the **insured** takes immediate steps to effect such additions to or variations in the protections of **computer equipment** as the **insurer** may require.

Provision to section 3

1. Replacement or restoration of data and information in updated form

The replacement or restoration of data and information lost or suffering Damage may be carried out in an updated form provided always that the **insurer's** liability will not exceed the amount which would have been incurred in replacement or restoration of data and information in the form existing at the time of the loss or Damage.

Section 4 – Additional expenditure/additional interest

The cover

In the event of an Incident which manifests itself during the period of insurance the **insurer** will pay to the **insured** the amount of any reasonable Additional Expenditure and Additional Interest necessarily incurred during the Indemnity Period in consequence of the Incident less Savings.

Provided always that:

a) insurance is in force at the time of the Incident covering the interest of the **insured** in the **computer equipment** against such Incident; and

b) payment has been made or liability admitted for such Incident or payment would have been made or liability admitted for such Incident but for a proviso excluding liability for losses below a certain amount; and

c) the liability of the **insurer** under this section and any extensions to it will not exceed the sum insured stated in the schedule at the time of the Incident.

4.1 Accountants' fees

This section includes in addition to any sum insured reasonable accountants' fees necessarily incurred by the **insured** for producing any evidence or information as may be required under general condition 3 and reporting that such particulars are in accordance with the **insured's** books of accounts, other business books or documents provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

4.2 Additional lease charges

This section includes in addition to any sum insured additional lease or hire charges arising out of the replacement of a lease or hire agreement in respect of **computer equipment** by a new agreement for similar equipment in consequence of Damage covered under section 2.

Provided always that:

a) the period in respect of which such charges will be paid will not extend beyond the expiry date of the original agreement

b) the amount payable in respect of any one occurrence will not exceed £25,000.

4.3 Automatic reinstatement of sum insured

Payment of a claim will not reduce the sums insured except upon written notice by the **insurer** to the contrary provided always that the **insured** takes immediate steps to effect such additions to or variations in the protections of **computer equipment** as the **insurer** may require.

Section 5 – Loss of revenue

In the event of an Incident which manifests itself during the period of insurance the **insurer** will pay to the **insured** the amount of any loss of Revenue resulting from the Incident less Savings.

Provided always that:

a) insurance is in force at the time of the Incident covering the interest of the **insured** in the **computer equipment** against such Incident; and

b) payment has been made or liability admitted for such Incident or payment would have been made or liability admitted for such Incident but for a proviso excluding liability for losses below a certain amount; and

c) the liability of the **insurer** under this section and any extensions to it will not exceed the sum insured stated in the schedule at the time of the Incident; and

d) the amount payable in respect of loss of Revenue will be:

   i) the amount by which the Revenue during the Indemnity Period does in consequence of the Incident fall short of the Revenue in respect of the period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period; and

   ii) reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of reduction in Revenue in consequence avoided.

   Provided always that:

   1) such amount will be adjusted to allow for special circumstances affecting the Revenue either before or after the Incident or which would have affected the Revenue had the Incident not occurred

   2) if during the Indemnity Period services are rendered elsewhere than at the **premises** containing the **computer equipment** either by the **insured** or by others on the **insured**'s behalf the money paid or payable in respect of such services will be brought into account in arriving at the loss of Revenue during the Indemnity Period.

5.1 Accountants' fees

This section includes in addition to any sum insured reasonable accountants' fees necessarily incurred by the **insured** for producing any evidence or information as may be required under general condition 3 and reporting that such particulars are in accordance with the **insured's** books of accounts, other business books or documents provided always that the amount payable in respect of any one occurrence will not exceed £5,000.

5.2 Automatic reinstatement of sum insured

Payment of a claim will not reduce the sums insured except upon written notice by the **insurer** to the contrary provided always that the **insured** takes immediate steps to effect such additions to or variations in the protections of **computer equipment** as the **insurer** may require.

Provisions to section 5

1. **Current cost accounting**
   For the purposes of this section any adjustment implemented in current cost accounting will be disregarded.

2. **Underinsurance**
   If the sum insured stated in the schedule in respect of Revenue is less than the Revenue during the 12 months immediately before the date of the Incident giving rise to the claim or a proportionate multiple where the Indemnity Period exceeds or is less than 12 months the amount payable will be proportionately reduced.

   For the avoidance of doubt clause c) iii) of general condition 6 will not apply.

3. **Value Added Tax**
   To the extent that the **insured** is accountable to the tax authorities for value added tax all terms in this section will be exclusive of such tax.

Section 6 – Exclusions to sections 3, 4 and 5

Sections 3, 4 and 5 do not cover:

1. **Excess**
   the first £500 of any one claim or series of claims consequent upon or attributable to one source or original cause other than Fire Perils

2. **Failure of electricity**
   loss, cost or expense in consequence of a Failure of Electricity Supply directly or indirectly due to:
   a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
   b) a scheme of rationing not necessitated by **damage** to the supplier's generating or supply equipment
   c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees

3. **Failure of telecommunications**
   loss, cost or expense in consequence of a Failure of Telecommunications directly or indirectly due to:
   a) a deliberate act of the supplier or the exercise by the supplier of its power to withhold or restrict operation of the system
   b) the inability of the supplier to maintain the system due to industrial action by any of its employees
   c) the use by the **insured** of equipment which is not approved by the supplier
   d) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
   e) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite

4. **Programming errors or design defects**
   the costs of rectifying programming errors or design defects in software and additional expenditure in consequence of such errors or defects

5. **Value of data**
   the value to the **insured** of data stored on **computer equipment**.

Section 7 – Special exclusions

This part does not cover:

1. **Electronic risks**
   a) loss or damage to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the **property** is insured or not where such Damage is caused by **virus or similar mechanism, hacking** or **denial of service attack**
   b) loss, cost or expense directly or indirectly caused by or arising from **virus or similar mechanism**, **hacking** or **denial of service attack**

   but this will not exclude Damage, Additional Expenditure, Additional Interest or loss of Revenue which results from a **defined peril** including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence otherwise covered under this part

2. **Pollution or contamination**
   loss or damage to **property** or **computer equipment** caused by Damage resulting from pollution or contamination but this will not exclude Damage to **property** insured or **business interruption** not otherwise excluded caused by:
   a) pollution or contamination which itself results from a Peril Insured
   b) a Peril Insured which itself results from pollution or contamination

3. **Software licences**
   replacement of software licence agreements unless otherwise agreed by the **insurer**

4. **Theft from unattended motor vehicles**
   loss, damage, cost or expense caused by theft or attempted theft from any unattended motor vehicle unless:
   a) the **property** insured is concealed in a glove compartment or locked luggage compartment; and
   b) all doors are locked; and

c) all windows and the roof are closed and fastened; and

d) all security devices are put in full and effective operation; and

e) all keys or any other removable ignition device of the vehicle are removed

5. Unexplained losses

loss or damage caused by or consisting of or loss, cost or expense arising directly or indirectly from disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission

6. Wear, tear and corrosion

the cost of rectifying or making good:

a) wear and tear or scratching of painted or polished surfaces

b) any form of corrosion or erosion howsoever arising

but not Damage resulting therefrom or Additional Expenditure, Additional Interest or loss of Revenue in consequence of such Damage unless otherwise excluded.

Section 8 – Special provision

1. Subrogation waiver

In the event of a claim the **insurer** agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

a) any company standing in the relation of parent to subsidiary or subsidiary to parent of the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Accident or Damage

b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Damage or Incident

c) any company whose activities are conducted or managed by the **insured** in whole or in part or who are regular shared time users of **computer equipment**.

Section 9 – Special conditions

1. Backup

It is a condition precedent to the liability of the **insurer** for any loss or expenditure in consequence of Erasure of software or data that:

a) i) duplicate copies of software are held where allowed under the terms of the relevant software licence; and

ii) data is backed up no less frequently than once every 7 days or as otherwise agreed by the **insurer**; and

iii) duplicate software and backed up data is stored off-site and maintained in accordance with makers' recommendations; and

b) testing is carried out at least monthly to ensure that all critical data is correctly backed up and recoverable.

2. System security

It is a condition precedent to the liability of the **insurer** for any loss or expenditure in consequence of Erasure of software or data that:

a) a documented information security policy must be maintained and this must be approved by management, published and communicated to all **employees** using **computer equipment**

b) firewalls must be in place to prevent unauthorised access on all connections from internal networks and systems to external networks

c) anti-virus software must be installed on all desktops and mission critical servers to protect against **denial of service attack**, **hacking** or **virus or similar mechanism** and it must be installed on all entry points including email attachments and internet downloads.

Part F – Public liability

Section 1 – Special definitions

Abuse
Any actual or threatened single act or repeated acts of maltreatment that inflict harm or fail to prevent harm including:

a) physical abuse

b) sexual abuse, including sexual exploitation

c) neglect and/or acts of omission

d) psychological abuse

e) contemptuous, coarse or insulting behaviour.

Abuse Event
One occurrence or all occurrences of a series of Abuse to any one person.

Clean Up Costs
a) Testing for or monitoring of Pollution or Contamination

b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Concussive and Sub-concussive Impacts
Repeated concussive or sub-concussive impacts injuries or traumas resulting in a neurodegenerative condition.

Costs and Expenses
a) Claimants' costs and expenses which the **insured** becomes legally liable to pay

b) costs incurred with the **insurer's** written consent in defending any claim for damages

c) costs incurred with the **insurer's** written consent for:

   i) representation at any coroner's inquest or fatal injury inquiry

   ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

Employee
Any natural person who is:

a) under a contract of service or apprenticeship with the **insured**

b) a labour master or labour only subcontractor or persons supplied by any of them

c) self-employed

d) under a work experience or similar scheme

e) hired or borrowed by the **insured** from another employer

f) volunteering to assist or co-opted to assist the **insured**

and working for the **insured** in connection with the **business** while under the **insured's** direct control or supervision.

Enforcing Authority
Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

Geographical limits

a) The **territorial limits**

b) anywhere in the world in respect of work carried out during temporary visits by any **director**, Employee or **volunteer** normally resident in and travelling from the **territorial limits**

c) anywhere in the world in respect of Products supplied in or from the **territorial limits** other than the United States of America, Canada and any territory under their jurisdiction.

Health Care

a) Diagnosis of Injury

b) prescription of treatment or drugs

c) medical treatment of a patient

d) personal medical or health care advice to individuals in their private capacity.

Health Care Professional

The following whether or not an Employee including but not limited to:

a) medical and dental practitioners

b) nurses and midwives

c) members of professions allied to medicine

d) ambulance personnel and paramedics

e) laboratory staff and relevant technicians

f) others consequent on decisions or judgements made by members of those professions acting in their professional capacity.

Incidental Treatment

Administration or supervision of medication orally, topically, by injection or by tube, and the application of appliances or dressings.

Injury

Bodily injury, illness or disease (including death).

Pollution or Contamination

a) Pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b) loss or **damage** or Injury directly or indirectly caused by such pollution or contamination.

Products

Goods or anything including, packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the **insured** or on the **insured's** behalf in the **business**.

Remediation

Remediating the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of:

a) accidental Injury to any person other than an Employee

b) accidental **damage** to **property**

c) the provision of first aid treatment by an Employee to any person

d) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way, wrongful interference with goods

e) unlawful detention, imprisonment or arrest

occurring during the period of insurance within the Geographical Limits in the **business**.

Provided always that in respect of c) the Employee is not entitled to indemnity under any other insurance.

The **insurer** will also pay Costs and Expenses. Costs and Expenses will be payable in addition to the limit of indemnity other than in respect of any claim made or brought:

i) in the United States of America or Canada or territories under their jurisdiction

ii) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

where the limit of indemnity will be inclusive of Costs and Expenses.

2.1 Contingent motor liability

The **insurer** will also indemnify the **insured** in respect of the **insured's** legal liability for accidental Injury to any person or accidental **damage** to **property** arising out of the use of any motor vehicle not the property of nor provided by the **insured** and being used in the **business**.

Provided always that the **insurer** will not be liable:

a) in respect of **damage** to such vehicle or to goods conveyed therein or thereon

b) for accidental Injury to any person or accidental **damage** to **property** arising while such vehicle is being driven by the **insured** or by any person who to the **insured's** knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

c) in respect of liability more specifically insured under any other insurance

d) in respect of liability arising outside the **territorial limits**.

2.2 Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will also indemnify the **insured** in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part.

Provided always that:

a) the **insurer's** liability under this clause will not exceed the limit of indemnity stated in the schedule. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

b) this clause will apply only to proceedings brought in the **territorial limits**

c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**

d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause

e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

f) the **insurer** will be under no liability:

   i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge

   ii) in respect of fines or penalties of any kind

   iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

      1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder

      2) the Food Safety Act 1990 or any regulations made thereunder

      3) the Consumer Protection Act 1987 or any regulations made thereunder

   iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

2.3 Costs of criminal proceedings

The **insurer** will also indemnify the **insured** and at the **insured's** request any **director** or Employee against:

a) legal costs and expenses incurred with the **insurer's** written consent

b) costs incurred with the **insurer's** written consent

in the defence of any criminal proceedings brought against the **insured** or such **director** or Employee for an alleged breach of:

i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

ii) Part II of the Food Safety Act 1990

iii) Part II of the Consumer Protection Act 1987

and which relates to any event involving Injury or **damage** to **property** which is or may be the subject of indemnity under this part occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

1) fines or penalties of any kind

2) costs in respect of which the **insured** or any **director** or Employee has effected a more specific legal expenses protection or insurance

3) proceedings or appeals consequent upon any deliberate act or omission and the **insured** will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established

4) proceedings related to health, safety or welfare of Employees.

2.4 Court attendance costs

In addition to the limit of indemnity the **insurer** will pay the **insured** a daily rate of £500 if any **director** or Employee is required to attend court as a witness at the **insurer's** request.

2.5 Damage to reputation

In the event of a claim or series of claims arising from any one cause for which the **insured** would be entitled to receive indemnity under this part the **insurer** will in addition to the indemnity provided by this part and subject to the **insurer's** prior consent indemnify the **insured** for reasonable costs necessarily incurred by the **insured** to mitigate resultant damage to the reputation of the **insured**.

Provided always that:

a) the damage to the **insured's** reputation is as a consequence of media coverage in print or by radio or television or news agency

b) the value recorded in the **insurer's** books of any one claim or series of claims arising from any one cause exceeds £1,000,000 before the application of any deductible or **excess**

c) the **insurer's** liability under this clause will not exceed £50,000 in any one period of insurance

d) the **insurer** will not be liable under this clause unless the **insurer** has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the **insured**.

2.6 Data Protection

The **insurer** will also indemnify the **insured** for legal costs and expenses incurred with the **insurer's** prior consent, and all sums the **insured** is required to pay as damages to an individual arising from proceedings brought against the **insured** under:

a) Sections 168 and 169 of the Data Protection Act 2018

b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

i) the **insurer** will not be liable under this clause for:

   1) fines, penalties, liquidated, punitive or exemplary damages

   2) the costs of notifying any person regarding loss of personal data

   3) the cost of replacing, reinstating, rectifying or erasing any personal data

   4) any deliberate or intentional criminal act or omission giving rise to any claim under this clause committed by the **insured**

ii) the liability of the **insurer** under this clause will not exceed £1,000,000 in any one period of insurance.

2.7 Defective Premises Act 1972

The **insurer** will indemnify the **insured** in respect of liability incurred under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Injury and **damage** occurring during the period of insurance and in connection with premises which have been disposed of by the **insured**.

Provided always that the **insurer** will not be liable:

a) for the cost of remedying any defect or alleged defect in the said premises

b) in respect of liability more specifically insured under any other insurance.

2.8 Environmental clean up costs

The **insurer** will also indemnify the **insured** in respect of all sums including statutory debts which the **insured** may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the period of insurance.

   All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place

b) the **insurer's** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

d) the **insurer** will be under no liability:

   i) in respect of Clean Up Costs for **damage** to the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control

   ii) for **damage** connected with pre-existing contaminated property

   iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action

   iv) in respect of removal of any risk of an adverse effect on human health on the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control

   v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences

   vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident

   vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns

   viii) in respect of the costs for the reinstatement or reintroduction of flora or fauna

   ix) for **damage** caused deliberately or intentionally by the **insured** or where the **insured** has knowingly deviated from environmental protections or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which the **insured** is responsible

   x) in respect of fines or penalties of any kind

   xi) for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of water

   xii) for **damage** which is covered by a more specific insurance policy

   xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

   xiv) for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

2.9 Events

The **insurer** will also indemnify the **insured** in respect of the **insured's** legal liability for accidental Injury to any person or accidental **damage** to **property** arising out of any event organised by the **insured** in connection with the **business**.

Provided always that:

a) the event has a capacity not exceeding 500 persons

b) where the event involves the use of bonfires, fireworks or play inflatables the **insured** ensures compliance with all relevant industry and Health and Safety Executive guidance.

2.10 Indemnity to other persons

In the event of any claim in respect of which the **insured** would be entitled to receive indemnity under this part being brought or made against:

a) any director

b) any Employee

c) any principal for whom the **insured** is or has been carrying out work but only to the extent required by the contract for the work

the **insurer** will indemnify such person or entity if the **insured** so request against such claims or any costs, charges and expenses in respect thereof.

Provided always that:

i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**; and

ii) such person is not entitled to indemnity under any other insurance; and

iii) such person will as though they were the **insured** observe, fulfil and be subject to the terms and conditions of this part; and

iv) such person was at the time of the incident giving rise to the claim acting within the scope of their authority; and

v) the **insurer** will not be liable unless the **insurer** has the sole conduct and control of all claims.

2.11 Joint/Cross liabilities

If the **insured** comprises more than one party the **insurer** will indemnify each party as though a separate policy had been issued to each of them.

Provided always that the total amount the **insurer** will pay to all such parties will not exceed the amount payable if the insured comprised only one party and in any event will not exceed the overall limit of indemnity provided by this part stated in the schedule.

2.12 Legionella

The **insurer** will also indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of Pollution or Contamination caused by or arising from any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Provided always that:

a) all Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like will be deemed to have occurred on the date that the **insured** first becomes aware of circumstances which have given or may give rise to such Pollution or Contamination

b) regular assessments are carried out of all water systems to assess the risk of legionella and any risks identified in the risk assessment are suitably managed

c) the **insurer** will be under no liability under this clause:

   i) if before the current period of insurance the **insured** had become aware of circumstances which have or may give rise to such Pollution or Contamination

   ii) unless the **insured** at the time Pollution or Contamination which arises out of or as a consequence of discharge, release or escape of legionella or other airborne pathogens is deemed to have occurred is in compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires Disease – the control of legionella bacteria in water systems"

d) the **insured** will give notice in writing to the **insurer** immediately on becoming aware of circumstances which have given or may give rise to a claim under this clause

e) the total liability of the **insurer** under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Special exclusion 13 will not apply to this clause.

The **insured** will at inception of this clause and annually thereafter provide to the **insurer** details of the number of premises owned or operated by the **insured** where cooling towers and or evaporative condensers are present.

2.13 Personal liability

At the **insured's** request this part will apply to the personal liability of any:

a) **director** or Employee or any member of the family of such **director** or Employee in connection with the **business**

b) any member of sports and social clubs operating in the **business** while engaged in club activities.

Provided always that:

i) this will not apply to liability more specifically insured under any other insurance; and

ii) any person indemnified will as though they were the **insured** fulfil and be subject to the terms and conditions of this part; and

iii) the **insurer** will not be liable:

1) unless the **insurer** has the sole conduct and control of all claims

2) where liability attaches because of a contract or agreement and which would not otherwise have attached

3) where liability arises from any employment, business, profession or trade

4) where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft.

2.14 Abuse

The **insurer** will also indemnify the **insured** in respect of all sums which the **insured** becomes legally liable to pay as compensation for Injury resulting from an Abuse Event occurring on or after the retroactive date stated in the schedule within the **territorial limits** in connection with the **insured's business**.

Provided always that:

a) any claim or notification of any circumstance which might be reasonably expected to give rise to a claim is first made in writing against the **insured** and notified to the **insurer** during the period of insurance

b) all claims arising from an Abuse Event:

i) constitute one claim; and

ii) will be deemed to have occurred on the date the first claim was made in writing against the **insured**

c) the **insurer's** liability in respect of all Abuse Events inclusive of all legal costs awarded to any claimant and incurred in the defence of any claim that is contested by or with the consent of the **insurer** will not exceed £5,000,000 in any one period of insurance

d) the indemnity granted will not apply to or include:

i) liability arising out of any circumstances known to the **insured** prior to the inception of this part which might be reasonably expected to give rise to a claim

ii) any claim for which indemnity is available from another source or an **insurer** has declined to provide an indemnity in respect of the claim

iii) liability arising from any intentional, wilful or deliberate non-compliance with any of the **insured's** procedural guidelines concerning Abuse by:

1) any **director**; or

2) any person with specific responsibility for the protection from Abuse

e) any **excess** applicable to this part will also apply in respect of claims arising from Abuse. Such **excess** shall be deemed to apply per Abuse Event.

It is a condition precedent to the liability of the **insurer** that:

i) the **insured** has in place a written safeguarding policy and accompanying procedures that clearly set out the actions to take in response to child and vulnerable adult abuse

ii) the **insured** carries out safer recruitment and selection processes that include the seeking of appropriate criminal records checks, alongside a renewal and update process

iii) all Employees engaged in regulated activity and/or activity that brings them into contact with children or vulnerable adults receive safeguarding awareness training including refresher training

iv) the **insured** has one or more designated practitioners for safeguarding to support other practitioners in the organisation to recognise and respond to concerns about Abuse

v) the **insured** must securely retain for not less than the prevailing regulatory best practice period:

1) the employment and engagement applications, references, identity verification, records of Disclosure and Barring Service or similar statutory disclosure checks and related correspondence; and

2) records of any alleged, actual or threatened Abuse and action taken including notifications to the appropriate authorities; and

3) referrals, assessments, treatment and care plans and related correspondence for any child or vulnerable adult in the **insured's** care; and

4) the **insured's** safeguarding policy, including revisions thereto; and

5) records of the **insured's** safeguarding policy training delivered to any person working for the **insured** as described in condition iii) above.

2.15 Concussive and Sub-concussive Impacts

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for accidental Injury to any person other than an Employee resulting from Concussive and Sub-concussive Impacts occurring during the period of insurance within the Geographical Limits in connection with the **business**.

Section 3 – Special exclusions

This part does not cover:

1. **Aircraft products**
   liability arising from Products which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

2. **Airports**
   liability arising from flying operations and activities incidental to such operations in respect of any airport owned or operated by the **insured**

3. **Asbestos**
   any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

4. **Excluded activities**
   liability arising from engaging in any form of contact sports, winter sports, rock climbing or mountaineering ordinarily necessitating the use of picks, ropes or guides, pot-holing, caving, parachuting, parascending, paragliding, hang-gliding, bungee jumping, scuba and skin diving, white water rafting, racing except on foot, professional organised sports or air travel other than as a passenger in a licensed passenger carrying aircraft

   Provided always that this special exclusion in so far as it relates to contact sports will not apply to athletics track and field, badminton, baseball, basketball, bowling, bowls, cricket, fencing, handball, netball, rounders, rowing, squash, swimming, table tennis, tag rugby, tennis or volleyball

5. **Excluded causes**
   liability arising from intoxication, the illegal use of drugs or deliberate exposure to unnecessary danger except in an attempt to save human life

6. **Exports to the USA or Canada**
   liability arising from Products which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada

7. **Foreign operations**
   any associated or subsidiary company of the **insured's** or branch office or representative of the **insured's** with power of attorney domiciled outside the **territorial limits**

8. **Gas, water, electrical or heating appliances**
   liability arising from or contributed to from the repair, maintenance or adaptation of any gas, water, electrical or heating appliance, system or vessel

9. Inflatables, fireworks and bonfires
liability arising from bonfires, fireworks or play inflatables unless the **insured** ensures compliance with all relevant industry and Health and Safety Executive guidance

10. Liquidated or punitive damages
any amount in respect of:

a) liquidated damages, fines or penalties which attach solely because of a contract or agreement

b) exemplary or punitive damages awarded by any court of law outside the **territorial limits**

11. Medical malpractice
liability arising out of or in consequence of the rendering of or failure to render Health Care by a Health Care Professional other than in respect of Incidental Treatment forming part of the official duties of a suitably trained Employee provided always that this exclusion will not apply to nurses who are employed by the **insured** and not entitled to indemnity under any other source

12. Motor
liability arising from the ownership or possession or use by the **insured** or on the **insured's** behalf of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle:

a) which is licensed for road use

b) for which compulsory motor insurance or security is required

c) which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

i) liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle, plant or attachment of the motor vehicle or the bringing to or the taking away of a load from such vehicle, plant or attachment

ii) the use of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required

iii) the authorised movement on the premises or contract site of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle unless more specifically insured or unless compulsory motor insurance or security is required

iv) the **insured's** activities in maintaining, servicing, testing and checking or repairing motor vehicles not owned, hired, leased or borrowed by the **insured** provided always that the **insurer** will not be liable for any liability resulting from the use on the road within the meaning of the Road Traffic Acts of any vehicle while under the control of any person for whose acts the **insured** is responsible or but for the fact that such control is unauthorised the **insured** would be responsible

13. Pollution or contamination
liability in respect of Pollution or Contamination other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

14. Professional liability, errors and omissions
liability arising from errors or omissions in advice, design or specification provided by the **insured** or anything used or supplied in such connection except that this exclusion will not apply to **professional services**

15. Property damage and defective work

a) **damage** to that part of any **property** upon which the **insured** or any servant or agent of the **insured** is or has been working where the **damage** is the direct result of faulty workmanship prior to the sale or transfer of the **property** to some other party

b) **damage** to land or **property** previously owned by the **insured** but sold or transferred to another party where such **damage** results from a defect in that land or **property**

c) losses consequent upon **damage** to **property** designed by the **insured** or on the **insured's** behalf and subsequently sold or transferred to some other party

d) the cost of rectifying defective work carried out by or on behalf of the **insured**

16. Property held in trust

damage to **property** belonging to the **insured** or in either the **insured's** or any Employee's custody and control or held in trust by or borrowed, rented, leased or hired for use by the **insured** but this exclusion will not apply to:

a) the personal effects including vehicles or their contents of any **director**, Employee, student or visitor

b) buildings or their contents temporarily occupied by the **insured** for the purpose of carrying out work therein or thereon

c) premises or their fixtures and fittings hired, rented, leased or lent to the **insured** other than such **damage** if liability is assumed by the **insured** under a tenancy or other agreement and would not have attached in the absence of such agreement

17. Replacing or rectifying products

replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products or making a refund on the price of any Product or **damage** to the Products themselves

18. Vessels and craft

liability arising from the ownership or possession or use by the **insured** or on the **insured's** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways

19. Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the **insured's** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

a) this exclusion shall not apply in respect of all sums which the insured shall become legally liable to pay as compensation for:

   i) Injury

   ii) physical loss of or physical **damage** to material **property**

b) the **insurer's** liability shall not exceed the limit of indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

This exclusion is not applicable to the indemnity provided by section 2 – cover clause 2.6 – Data Protection

20. Abuse

liability arising directly or indirectly from Abuse.

This exclusion is not applicable to the indemnity provided by section 2 – cover clause 2.14 – Abuse

21. Concussive and Sub-concussive Impacts

any liability arising from Concussive and Sub-concussive Impacts.

This exclusion is not applicable to the indemnity provided by part F Section 2 – Cover clause 2.15 – Concussive and Sub-concussive Impacts.

Section 4 – Special provisions

1. Discharge of liability

The **insurer** may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

2. Limit of indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

a) Products

b) Pollution or Contamination

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

3. Limit of indemnity – terrorism

The limit of indemnity in respect of any claim against or by the **insured** or series of claims against or by the **insured** arising directly or indirectly from a single act of **terrorism** will be £5,000,000.

Section 5 – Special Condition

1. Concussive and Sub-concussive Impacts

In respect of any claim or series of claims arising from Concussive and Sub-concussive Impacts it is a condition precedent to the **insurer's** liability under this part that the **insured** will:

a) retain documents demonstrating adherence to guidance set out by sporting governing bodies in respect of concussion, head injuries and player safety

b) retain evidence of following NHS guidance in respect of head injuries and concussion

c) ensure that a system of record retention in respect of:

i) a) and b) above; and

ii) incidents of head injuries and/or concussion

is in place and records are retained for a minimum of 10 years.

Part G – Hirers' liability

Section 1 – Special definitions

Agreement
The tenancy, rental or other contract between the **insured** and Hirer concerning the use of the Premises**.**

Clean Up Costs
a) Testing for or monitoring of Pollution or Contamination

b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Costs and Expenses
a) Claimants' costs and expenses which the Hirer becomes legally liable to pay

b) costs incurred with the **insurer's** written consent in defending any claim for damages

c) costs incurred with the **insurer's** written consent for:

i) representation at any coroner's inquest or fatal injury inquiry

ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

Enforcing Authority
Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

Hirer
Any person or organisation hiring the Premises under an Agreement with the **insured**.

Injury
Bodily injury, illness or disease (including death).

Pollution or Contamination
a) Pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b) loss or **damage** or Injury directly or indirectly caused by such pollution or contamination.

Premises
Any premises owned by the **insured**.

Remediation
Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Section 2 – Cover

The **insurer** will indemnify at the **insured's** request the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages in respect of:

a) accidental Injury to any person other than an employee of the Hirer if such Injury arises out of and in the course of employment by the Hirer

b) accidental **damage** to the Premises or the contents of the Premises subject to the liability of the **insurer** not exceeding £1,000,000 any one claim in respect of legal liability which attaches to the Hirer solely by reason of the Agreement that would not have attached in the absence of such Agreement

c) accidental **damage** to other **property** not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service

d) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way, wrongful interference with goods

occurring during the period of insurance arising out of the activities of the Hirer at the Premises.

The **insurer** will also pay Costs and Expenses. Costs and Expenses will be payable in addition to the limit of indemnity other than in respect of any claim made or brought:

i) in the United States of America or Canada or territories under their jurisdiction

ii) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

where the limit of indemnity will be inclusive of Costs and Expenses.

2.1 Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will also indemnify the Hirer in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the hiring of the Premises and which relates to any event involving Injury which is or may be the subject of indemnity under this part.

Provided always that:

a) the **insurer's** liability under this clause will not exceed the limit of indemnity stated in the schedule. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

b) this clause will apply only to proceedings brought in the **territorial limits**

c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Hirer

d) the Hirer will give to the **insurer** immediate notice of any summons or other process served upon the Hirer which may give rise to proceedings under this clause

e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

f) the **insurer** will be under no liability:

   i) where the Hirer has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge

   ii) in respect of fines or penalties of any kind

   iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

      1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder

      2) the Food Safety Act 1990 or any regulations made thereunder

      3) the Consumer Protection Act 1987 or any regulations made thereunder

   iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

g) where the **insurer** has already indemnified the Hirer in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

2.2 Costs of criminal proceedings

The **insurer** will also indemnify the Hirer against:

a) legal costs and expenses incurred with the **insurer's** written consent

b) costs incurred with the **insurer's** written consent

in the defence of any criminal proceedings brought against the Hirer for an alleged breach of:

i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

ii) Part II of the Food Safety Act 1990

iii) Part II of the Consumer Protection Act 1987

and which relate to any event involving Injury or **damage** to **property** which is or may be the subject of indemnity under this part occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

1) fines or penalties of any kind

2) costs in respect of which the Hirer has effected a more specific legal expenses protection or insurance

3) proceedings or appeals consequent upon any deliberate act or omission and the Hirer will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established

4) proceedings related to health, safety or welfare of employees of the Hirer.

2.3 Environmental clean up costs

The **insurer** will also indemnify the Hirer in respect of all sums including statutory debts which the Hirer may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place

b) the **insurer's** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

d) the **insurer** will be under no liability:

   i) in respect of Clean Up Costs for damage to the Hirer's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Hirer's care, custody or control

   ii) for **damage** connected with pre-existing contaminated property

   iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action

   iv) in respect of removal of any risk of an adverse effect on human health on the Hirer's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Hirer's care, custody or control

   v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences

   vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident

   vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns

   viii) in respect of the costs for the reinstatement or reintroduction of flora or fauna

   ix) for **damage** caused deliberately or intentionally by the Hirer or where the Hirer has knowingly deviated from environmental protections or where the Hirer has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which the Hirer is responsible

   x) in respect of fines or penalties of any kind

   xi) for **damage** caused by the ownership or operation on behalf of the Hirer of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of water

   xii) for **damage** which is covered by a more specific insurance policy

   xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

   xiv) for **damage** caused by disease in animals belonging to or kept or sold by the Hirer.

Section 3 – Exclusions

The **insurer** will not be liable for:

1. **Asbestos**
   any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

2. **Defective work and damage to products**
   a) the cost of rectifying defective work carried out by or on behalf of the Hirer

   b) the cost of recalling, removing, repairing, replacing or making any refund on the price of any goods or property sold or supplied by the Hirer or **damage** to the goods or property itself

3. **Excess**
   the first £100 of each and every claim for **damage** to the Premises or contents caused other than by fire or explosion

4. **Liquidated or punitive damages**
   any amount in respect of:

   a) liquidated damages, fines or penalties which attach solely because of a contract or agreement

   b) exemplary or punitive damages awarded by any court of law outside the **territorial limits**

5. **Political or business use of premises**
   Injury or **damage** arising out of the use of the Premises for:

   a) meetings organised by political parties

   b) commercial or business use

6. **Pollution or contamination**
   liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

7. **Products liability**
   any liability for Injury or **damage** caused by goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the Hirer or on the Hirer's behalf

8. **Professional liability, errors and omissions**
   Injury or **damage** resulting from treatment or **professional services**, provided by the Hirer or anything used or supplied in such connection

9. **Cyber**
   liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the **insured's** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

   Provided always that:

   a) this exclusion shall not apply in respect of all sums which the insured shall become legally liable to pay as compensation for:

      i) Injury

      ii) physical loss of or physical **damage** to material **property**

   b) the **insurer's** liability shall not exceed the limit of indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Section 4 – Special provisions

1. Discharge of liability

The **insurer** may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

2. Limit of indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by Pollution or Contamination where the limit of indemnity stated applies in the aggregate in any one period of insurance.

3. Limit of indemnity – terrorism

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from a single act of **terrorism** will be the limit of indemnity or £5,000,000 whichever is the lesser.

Part H – Employers' liability

Section 1 – Special definitions

Costs and Expenses

a) Claimants' costs and expenses

b) costs incurred with the **insurer's** written consent in defending any claim for damages

c) costs incurred with the **insurer's** written consent for:

   i) representation at any coroner's inquest or fatal injury inquiry

   ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

Employee

Any natural person who is:

a) under a contract of service or apprenticeship with the **insured**

b) a labour master or labour only subcontractor or persons supplied by any of them

c) self-employed

d) under a work experience or similar scheme

e) hired or borrowed by the **insured** from another employer

f) volunteering to assist or co-opted to assist the **insured**

and working for the **insured** in connection with the **business** while under the **insured's** direct control or supervision.

Injury

Bodily injury, illness or disease (including death).

Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of Injury caused during the period of insurance to any Employee arising out of and in the course of their employment by the **insured** in the **business**.

In addition to any claim for damages the **insurer** will pay Costs and Expenses.

2.1 Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will indemnify the **insured** in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part.

Provided always that:

a) the **insurer's** liability under this clause will not exceed the sum stated in the schedule in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

b) this clause will only apply to proceedings brought in the **territorial limits**

c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**

d) the **insured** will give to **t**he **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause

e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

f) the **insurer** will be under no liability:

i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge

ii) in respect of fines or penalties of any kind

iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder

iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

2.2 Court attendance costs

The **insurer** will pay the **insured** a daily rate of £500 if any **director** or Employee is required to attend court as a witness at the **insurer's** request.

2.3 Damage to reputation

In the event of a claim or series of claims arising from any one cause for which the **insured** would be entitled to receive indemnity under this part the **insurer** will in addition to the indemnity provided by this part and subject to the **insurer's** prior consent indemnify the **insured** for reasonable costs incurred by the **insured** to mitigate resultant damage to the reputation of the **insured**.

Provided always that:

a) the damage to the **insured's** reputation is as a consequence of media coverage in print or by radio or television or news agency

b) the value recorded in the insurer's books of any one claim or series of claims arising from any one cause exceeds £1,000,000 before the application of any deductible or **excess**

c) the **insurer's** liability under this clause will not exceed £50,000 in any one period of insurance

d) the **insurer** will not be liable under this clause unless the **insurer** has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the **insured**.

2.4 Health and Safety at Work defence costs

The **insurer** will also indemnify the **insured** or at the **insured's** request any **director** or Employee against:

a) costs and expenses incurred with the **insurer's** prior consent

b) costs awarded against the **insured** or such director or Employee

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part including in any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

i) fines or penalties of any kind

ii) costs in respect of which the **insured** or any **director** or Employee has effected a more specific legal expenses protection or insurance

iii) proceedings or appeals consequent upon any deliberate act or omission and the **insured** will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established

iv) proceedings not related to the health, safety or welfare of an Employee.

2.5 Indemnity to other persons

The **insurer** will also indemnify at the **insured's** request:

a) any **director** or Employee

b) any principal for whom the **insured** is or has been carrying out work but only to the extent required under the contract for the work.

Provided always that:

i) such person is not entitled to indemnity under any other insurance; and

ii) such person will as though they were the **insured** observe, fulfil and be subject to the terms and conditions of this part; and

iii) the **insurer** will not be liable unless the **insurer** has the sole conduct and control of all claims.

2.6 Unsatisfied court judgments

If any Employee or their personal representative obtains a judgment from a court within the **territorial limits** for damages for Injury against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than 6 months after the date of the award the **insurer** will pay at the **insured's** request the amount of any unpaid damages and awarded costs to the Employee or their personal representative.

Provided always that:

a) the Injury:

   i) is caused during the period of insurance

   ii) arises out of and in the course of employment in the **business**

b) there is no appeal outstanding.

If a payment is made the Employee or their personal representative will assign the judgment to the **insurer**.

Section 3 – Special exclusions

This part does not cover:

1. **Motor**
   liability for which compulsory motor insurance or security is required under road traffic legislation

2. **Work offshore**
   liability for Injury caused:

   a) on any offshore installation or support or accommodation vessel for any offshore installation

   b) in transit to from or between any offshore installation or support or accommodation vessel for any offshore installation

3. **Work overseas**
   liability in respect of any Injury caused outside the **territorial limits** but this exclusion will not apply to any Employee temporarily employed elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the **territorial limits** and that the Employee is normally resident in and travelling from the **territorial limits**.

Section 4 – Special provisions

1. **Limit of indemnity**
   The **insurer's** liability will not exceed the limit of indemnity stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

2. **Limit of indemnity – terrorism**
   The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000.

Part I – Libel and slander

Section 1 – Special definitions

Costs and Expenses

a) Claimants' costs and expenses which the **insured** becomes legally liable to pay

b) costs incurred with the **insurer's** written consent in defending any claim for damages

which may be the subject of indemnity under this part.

Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for:

a) libels appearing in any publications normal in the **business** by:

   i) any director provided such publications were specifically authorised by the **insured**

   ii) any **employee**

b) slanders in oral utterances made by any **director** or **employee** arising out of and in the course of:

   i) the discharge of official duties on behalf of the **insured**

   ii) in the case of a director the **insured's** official business at meetings of the **insured** or of its committees or subcommittees or any occasion when the director is specifically authorised to represent the **insured**

for which a claim is first made against the **insured** and notified to the **insurer** during the period of insurance or within 12 months of this part ceasing to operate.

Provided always that:

1) the date of any publication or utterance on which a claim is based occurs during the period of insurance or within 3 years prior to the inception of this part; and

2) any claim notified during the additional 12 month period after this part ceases to operate will be deemed to have been made during the final period of insurance.

In addition the **insurer** will pay Costs and Expenses.

2.1 Indemnity to other persons

The **insurer** will also indemnify under the terms of this part at the **insured's** request any **director** or **employee**.

Provided always that:

a) the **insured** would have been entitled to indemnity had the claim been made against the **insured**; and

b) the **insurer's** total liability will not be increased beyond the limit of indemnity; and

c) any person claiming indemnity:

   i) is not entitled to indemnity from any other source; and

   ii) will be subject to the terms and conditions of this part in so far as they can apply; and

d) the **insurer** has the sole conduct and control of any claim.

Section 3 – Special exclusions

This part does not cover:

1. Courts jurisdiction

any claim made or brought:

   a) in the United States of America or Canada or territories under their jurisdiction

   b) under or in consequence of any judgement or order in or under the laws of the United states or America or Canada or territories under their jurisdiction

2. Director co-insurance

the first 10% of all sums that the **insurer** may be called upon to pay under this part in respect of the indemnity provided to directors under section 2 subject to a maximum of £1,000 each and every claim

3. **Excess**
the **excess** stated in the schedule which will apply to each and every claim or series of claims arising from one publication or utterance

4. **Exemplary or punitive damages**
any amount in respect of exemplary or punitive damages

5. **Malicious falsehood or injurious falsehood**
losses arising from malicious falsehood or injurious falsehood.

Section 4 – Special provisions

1. **Claims notification**
The notification to the **insurer** in writing during the period of insurance or the extended 12 months reporting period allowed for under this part after cessation of any circumstances that might give rise to a claim under this part will constitute a claim first made against the **insured** during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

2. **Discharge of liability**
The **insurer** may at any time pay the maximum amount payable under this part (after deduction of any sum already paid) or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

3. **Limit of indemnity**
The limit of indemnity stated in the schedule is the **insurer's** monetary limit in respect of the insurance provided under this part including all Costs and Expenses and applies in the aggregate to:

   a) all claims made during any one period of insurance; and

   b) all damages and Costs and Expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same period of insurance or not.

Part J – Professional negligence

Section 1 – Special definitions

Business Partner
Any person in business with the **insured** under the terms of a partnership agreement whether express or implied under legislation.

Circumstance
Incident, occurrence, fact, matter, act or omission that may give rise to a Claim.

Claim
Demand for or an assertion of a right to civil compensation or civil damages or an intimation of an intention to seek such compensation or damages.

Computer System
Computer hardware, software, communication system, electronic device (including but not limited to, smart phone, 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 backup facility.

Cyber Act
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.

Data Protection Law
Any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

Defence Costs
Reasonable costs and expenses necessarily incurred with the **insurer's** written consent in the investigation, defence or settlement of any Claim or investigation into any Circumstance which may be the subject of indemnity under this part.

Employee
Any natural person who is:

a) under a contract of service or apprenticeship with the **insured**

b) self-employed

c) under a work experience or similar scheme

d) hired or borrowed by the **insured** from another employer

and working for the **insured** in connection with the Services while under the **insured's** direct control or supervision.

Health Care
a) Diagnosis of any form of injury, sickness or disease

b) prescription of treatment or drugs

c) care or treatment of a patient

d) personal medical or health care advice to an individual in their private capacity.

Health Care Professional
The following whether or not an Employee including but not limited to:

a) medical and dental practitioners

b) nurses and midwives

c) members of professions allied to medicine

d) ambulance personnel and paramedics

e) laboratory staff and relevant technicians

f) others consequent on decisions or judgments made by members of those professions acting in their professional capacity.

Incidental Treatment
Administration or supervision of medication orally, topically, by injection or by tube, and the application of appliances or dressings.

Insured
Firm, partnership, unincorporated organisation or the company stated in the schedule as the **insured** and the **insured's** predecessors including

a) any current or former Business Partner, **director**, principal or any person who becomes a Business Partner, **director**, principal during the period of insurance

b) any current or former Employee or any person who becomes an Employee during the period of insurance

c) the personal representative of any Business Partner, **director**, principal or Employee in the event of their death, incapacity, insolvency or bankruptcy

d) any retired Business Partner or retired **director** whilst acting as a consultant to the **insured**.

Pollution or Contamination
Pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Related Entity
Any individual or entity or its subcontractors or assignees:

a) which wholly or partially own, operate or manage the **insured**

b) in which the **insured** has an ownership interest in excess of 20%

c) which is controlled, operated or managed by the **insured**.

Services
The services as stated in the schedule that are provided by the **insured** to third parties.

Section 2 – Cover
The **insurer** will indemnify any Insured in respect of any Claim first made against any Insured and notified to the **insurer** during the period of insurance in respect of any civil liability including liability for claimants' costs and expenses arising out of the conduct of the Services anywhere in the world excluding the United States of America, Canada and any territories under their jurisdiction.

In addition to the limit of indemnity the **insurer** will pay Defence Costs.

Defence Costs will not be subject to any excess.

Where the **insured** becomes liable to pay a sum in excess of the amount of indemnity available under this part the **insurer** will pay only the proportion of any Defence Costs that the amount of indemnity available under this part bears to the **insured's** total liability.

2.1 Costs of criminal proceedings
The **insurer** will indemnify the **insured** against reasonable legal costs and expenses necessarily incurred with the **insurer's** prior consent in the defence of any criminal proceedings first made against the **insured** and notified to the **insurer** during the period of insurance under:

a) the Bribery Act 2010

b) the Construction (Design and Management) Regulations 2015

c) the Corporate Manslaughter and Corporate Homicide Act 2007

d) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

e) any statutory or secondary legislation implementing the Council Directive 92/57/EEC or similar legislation enacted elsewhere in the world.

Provided always that:

i) the criminal proceedings arise out of the provision of the Services; and

ii) the Circumstances giving rise to such criminal proceedings may otherwise give rise to an indemnity under this part; and

iii) in the **insurer's** reasonable belief the defence of such criminal proceedings would assist in the defence of any Claim against the **insured**.

Any subsequent or concurrent civil action arising out of criminal proceedings notified under this clause will be deemed to be notified in accordance with special condition 2 provided always that:

1) for the purpose of this clause the **excess** will be £2,500 or the **excess** stated in the schedule whichever is the lesser

2) the **insurer's** liability will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

2.2 Court attendance costs

The **insurer** will pay the **insured** a daily rate of £500 if any Business Partner, Employee, **director** or principal is required to attend court as a witness at the **insurer's** request.

Provided always that the **insurer's** liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

2.3 Fee costs

The **insurer** may at its own discretion pay the **insured's** outstanding fee in circumstances where the **insured's** client has expressed dissatisfaction with the **insured's** work and demonstrates reasonable grounds for such dissatisfaction and subsequent refusal to pay such fee (including amounts the **insured** is legally obligated to pay subcontractors at the time of the refusal to pay such fee) and threatens to bring a Claim against the **insured** for a sum greater than the outstanding fee but agrees not to pursue such Claim if the **insured** agrees not to press for the **insured's** outstanding fee.

The **insurer's** payment of the **insured's** outstanding fee will only be made if the **insurer** believes that this will avoid a Claim for a greater amount. If following this a Claim still arises then the amount paid under this clause will be deducted from the limit of indemnity. If the **insured** eventually recovers the outstanding fee or any part of it then the **insured** must repay the **insurer** any amount the **insured** recovers less the **insured's** reasonable expenses necessarily incurred in recovering the outstanding fee.

2.4 First party copyright infringement

The **insurer** will pay any reasonable costs and expenses necessarily incurred in the issue of any proceedings notified to the **insurer** during the period of insurance for any injunction or for damages for infringement of any copyright vested in the **insured** provided always that the **insurer** will not be required to incur any obligation to meet such costs where the **insured's** cause of action is not one that is reasonable to pursue. In the event of any dispute arising between the **insured** and the **insurer** as to the reasonableness of pursuing any such cause of action the opinion of a King's Counsel the appointment of whom will be mutually agreed between the **insured** and the **insurer** will be obtained and their decision will be binding.

If the **insured** and the **insurer** cannot agree on the appointment of a King's Counsel the Chair of the Bar Council will appoint one.

Provided always that the **insurer's** liability under this clause will not exceed £25,000 in the aggregate during the period of insurance.

2.5 Loss of documents

In the event of accidental **damage** to records associated with the Services held by the **insured** or for which the **insured** is legally responsible the **insurer** will pay reasonable costs necessarily incurred by the **insured** with the **insurer's** consent for the restoration or replacement of such records including computer systems records but excluding negotiable instruments of any kind.

Provided always that:

a) computer systems records are backed up no less frequently than once every 7 days or as otherwise agreed by the **insurer** and are held at a separate location

b) the **insurer's** liability will not exceed £100,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

2.6 Representation costs

The **insurer** will pay reasonable costs and expenses necessarily incurred by the **insured** with the **insurer's** written consent for representation at any official examination, inquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate the **insured's** affairs that is first instigated against the **insured** and notified to the **insurer** during the period of insurance and which may give rise to a Claim under this part.

Provided always that the **insurer's** liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Section 3 – Special exclusions

Save as expressly provided by this part, or by other restrictions in this part specifically relating to the use of, or inability to use a Computer System, no cover otherwise provided under this part will be restricted solely due to the use of a Computer System.

This part does not cover:

1. **Asbestos**
   liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

2. **Bodily injury and property damage**
   liability for:

   a) death, bodily injury, disease or sickness sustained by any person

   b) loss of or damage to property

   unless arising out of a breach of professional duty from the provision of the Services due to any negligent act, error or omission committed or alleged to have been committed by the **insured** or on the **insured's** behalf

3. **Competition, restraint of trade or taxation**
   liability arising from the breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation

4. **Contractual liability**
   a) liability arising from:

      i) any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by the **insured**

      ii) any express acceptance by the **insured** of liability for liquidated damages

   unless the **insured** would have been liable even if there had not been any such express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by the **insured** or any acceptance by the **insured** of liability for liquidated damages

   b) any Claim or loss payable which would have been recoverable but for any restriction on the **insured's** rights of recovery imposed by the terms of any contract entered into by the **insured**

5. **Courts jurisdiction**
   any Claim made or brought:

   a) in the United States of America or Canada or territories under their jurisdiction

   b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

6. **Criminal or malicious acts**
   liability arising out of any criminal, dishonest, fraudulent or malicious act, error or omission committed by any Insured or on the direction of any Business Partner, **director** or principal unless:

   a) committed by any Employee which for the purpose of this clause will not include any business partner, **director** or principal of the **insured**; and

   b) there was no reasonable cause for the suspicion by any Business Partner, **director** or principal in relation to such person.

   Provided always that:

   i) in the event of a loss being sustained as a result of any criminal, dishonest, fraudulent or malicious act, error or omission the amount of indemnity under this part will be reduced by an amount equal to the sum of:

      1) any monies owed by the **insured** to any person committing, condoning or contributing to the act or omission

      2) any monies held by the **insured** and belonging to such person; and

   ii) no person committing, condoning or contributing to any criminal, dishonest, fraudulent or malicious act, error or omission is entitled to an indemnity under this part

7. Directors' and officers' and trustee liability
liability while any Insured is carrying out the duties of:

a) a **director**

b) an official of any other body corporate

c) a trustee of any pension fund or any other employee benefit scheme

8. Employment
liability arising out of:

a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any Business Partner, **director**, principal or Employee while in the course of their employment with the **insured**

b) any obligation owed by the **insured** as an employer or potential employer to any **director** or Employee or applicant for employment

c) any express or implied terms of a partnership agreement or membership agreement

9. Financial risks
liability arising out of any activities regulated by the Financial Conduct Authority or any successor authority or any advice or services relating to the financing or investment for any project, scheme or venture

10. Goods and services
liability arising from any contract or arrangement for the supply to or the use by the **insured** of goods or services

11. Insolvency
liability arising out of the **insured's** insolvency or bankruptcy provided always that this exclusion will not apply to any Circumstance or Claim that may be covered under this part but for the **insured's** insolvency or bankruptcy

12. Libel and slander
liability arising out of any act of libel or slander unless committed or uttered in good faith by any Insured and arising directly from the provision of the Services

13. Medical malpractice
liability arising out of or in consequence of the rendering of or failure to render Health Care by a Health Care Professional other than in respect of Incidental Treatment forming part of the official duties of a suitably trained Employee carrying out the Services

14. Pension and employee benefit schemes
liability arising out of the operation or administration of the **insured's** pension or other employee benefit scheme

15. Pollution or contamination
liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of:

a) pollution or contamination unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed in the conduct of the Services

b) any investigation specifically intended to assess whether there is actual pollution or contamination present.

Provided always that the **insurer's** liability including Defence Costs will not exceed the limit of indemnity in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule

16. Prior circumstances and claims
liability arising from:

a) any Circumstance that:

i) the **insured** knew or that in the **insurer's** reasonable opinion the **insured** ought to have known prior to inception of this part which may give rise to a Claim against any Insured

ii) was notified by the **insured** under any other insurance policy prior to inception of this part

iii) was disclosed or in the **insurer's** reasonable opinion ought to have been disclosed on the **insured's** latest proposal to the **insurer**

b) any Claim made against any Insured prior to inception of this part

17. Products and buildings
liability arising out of any:

a) supply, repair, alteration, manufacture, installation or maintenance of goods, materials or products

b) construction, repair, installation, erection, removal or demolition of buildings, building works or physical structures

by any Insured, subcontractor or Related Entity

18. Property and transport
liability arising out of the ownership, possession or use by the **insured** or on the **insured's** behalf of any land, building, aircraft, watercraft, mechanically propelled vehicle or trailer

19. Punitive damages or fines
any amount in respect of:

a) penalties or fines

b) exemplary or punitive damages awarded in a court of law outside of the **territorial limits**

20. Related entities
any Claim brought by any Insured or any Related Entity unless such Claim emanates from an independent third party

21. Retroactive date
liability for any Claim arising from the conduct of the Services prior to the retroactive date stated in the schedule

22. Trading losses
liability arising out of the **insured's** trading loss or trading debt or the **insured's** liability for VAT or its equivalent

23. Cyber and Data Protection Law
a) any liability of whatsoever nature directly or indirectly arising from:

i) a Cyber Act

ii) any partial or total unavailability or failure of any Computer System.

Provided always that the Computer System is owned or controlled by the **insured** or any other party acting on behalf of the **insured**

iii) the receipt or transmission of malware, malicious code or similar by the **insured** or any other party acting on behalf of the **insured**

b) any liability of whatsoever nature directly or indirectly arising out of any failure or interruption of service provided:

i) to the **insured** or any other party acting on behalf of the **insured** by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the **insured**

ii) by any utility provider but only where such failure or interruption of service impacts a Computer System owned or controlled by the **insured** or any other party acting on behalf of the **insured**

c) any liability of whatsoever nature directly or indirectly arising out of a breach of Data Protection Law by the **insured** or any other party acting on their behalf.

24. EWS1 forms
any claim arising directly out of the completion of or reliance upon the EWS-1 (or as revised) form.

Section 4 – Special provisions

1. Contracts (Rights of Third Parties) Act 1999
For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part is not enforceable by any third party.

2. Discharge of liability
The **insurer** may at any time pay in connection with any Claim the maximum amount payable under this part after deduction of any sum already paid in respect of such Claim or any lower amount for which the Claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the Claim except for the payment of Defence Costs incurred with the **insurer's** written consent prior to the date of such payment.

3. Joint liabilities

If the Insured comprises more than one party the **insurer** will indemnify each party as though this part had been issued separately to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if the Insured comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

4. Limit of indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit and applies to any one Claim. All Claims against any one or more of the Insured arising from:

a) one act or omission

b) one series of related acts or omissions

c) the same act or omission in a series of related matters or transactions

d) similar acts or omissions in a series of related matters or transactions

e) one matter or transaction

will be regarded as one Claim. All such Claims will be considered first made on the date upon which the earliest Claim is first made.

5. King's counsel

The **insured** will not be required to contest any legal proceedings unless a King's Counsel or similar authority agreed upon by the **insured** and the **insurer** advises that on the facts of the case such Claim may be contested with a reasonable prospect of success.

If the **insured** and the **insurer** cannot agree on the appointment of a King's Counsel the Chair of the Bar Council will appoint one.

Section 5 – Special conditions

1. Arbitration

If the **insurer** admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the **insured** and the **insurer** in accordance with the law at the time. The **insured** may not take any legal action against the **insurer** over the dispute before the arbitrator has reached a decision.

2. Claims procedures

a) The insured's responsibilities

It is agreed that:

i) on the happening of any Circumstance or on receiving verbal or written notice of any Claim the **insured** will:

1) as soon as reasonably possible give notice to the **insurer**; and

2) as soon as reasonably possible forward to the **insurer** any Claim, writ or summons issued against any Insured and any notice of prosecution, inquest or fatal inquiry; and

3) at the **insured's** own expense and as soon as reasonably possible supply full details of the Claim in writing to the **insurer** together with any evidence and information that may be reasonably required by the **insurer** for the purpose of investigating or verifying the Claim and keep the **insurer** up to date with any future evidence and information received by the **insured** or reasonably required by the **insurer**; and

4) in the case of notification of a Circumstance supply full particulars including all material facts, dates and persons involved and the reasons for anticipating that it is by definition a Circumstance

ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without the insurer's written consent.

b) The insurer's rights

The **insurer** will:

i) be entitled to conduct the defence or settlement of any Claim made against any Insured and they will give all assistance as may be reasonably required by the **insurer**; and

ii) be entitled to appoint legal counsel; and

iii) be entitled to take the benefit of any rights of any Insured against any other party before or after any Insured has received indemnification under this part and they will give all assistance as may be reasonably required by the **insurer**; and

iv) treat any Circumstance notified during the period of insurance which subsequently gives rise to a Claim after the period of insurance as a Claim first made during the period of insurance.

c) Prejudice

Where in the **insurer's** opinion any Insured has prejudiced the handling of or the settlement of any Claim the amount payable in respect of such Claim including Defence Costs will be reduced to such an amount as in the **insurer's** opinion would have been payable in the absence of such prejudice.

3. Other insurances

If at the time of any occurrence giving rise to a Circumstance or Claim there is any other insurance effected by any Insured or on any Insured's behalf providing an indemnity in respect of such Circumstance or Claim the **insurer's** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this part in whole or in part or from contributing proportionally the **insurer's** liability under this part will be limited to any excess beyond the amount which would be payable under such other insurance had this part not been effected.

4. Sole agent

It is agreed that:

a) if the Insured comprises more than one party then the **insured** will act for itself and be deemed to act as the sole agent for the Insured. All parties comprising the Insured are deemed to have consented and agreed that rights of action under this part are not assignable except with the **insurer's** prior written consent

b) the **insured** has the sole right to file notice or proof of loss or make a Claim

c) the **insured** has the sole right to bring legal proceedings arising under or in connection with this part

d) knowledge possessed or discovery made by any person, company or entity forming part of the **insured** or by any Business Partner, **director**, principal or officer, departmental head or other senior manager or the equivalent of them will be deemed to constitute knowledge possessed or discovery made by all other persons, companies or other entities forming part of the **insured**.

Part K – Financial and administration liability

Section 1 – Special definitions

Benefits

Any type of compensation or the equivalent value of it other than salary and wages including but not limited to:

a) bonus payments, fringe benefits or perquisites

b) incentive or deferred compensation

c) the value of any actual, beneficial or contingent rights to benefits, incentives or other compensation whose value is imputed or derived in any way from the value of the **insured's** Securities including but not limited to share options, share grants, restricted shares or share warrants

d) medical or insurance benefits and payments due to any person in connection with an employee benefit plan or Pension Scheme.

Change of Control

Where any person, entity or group:

a) acquires more than 50% of the **insured's** share capital

b) acquires the majority of the voting rights in the **insured**

c) assumes the right to appoint or remove the majority of the **insured's** board of directors or equivalent positions

d) assumes control pursuant to written agreement with other shareholders over the majority of the voting rights in the **insured**

e) merges with the **insured** such that the **insured** is not the surviving entity

f) is appointed to the **insured** as a trustee in bankruptcy, receiver, liquidator or administrator or similar official or person.

Civil Fines and Penalties

Civil, administrative or regulatory money penalties directly assessed against a Director or Officer or an Outside Entity Executive for a violation of any law, regulation or statute not including punitive, exemplary or multiple damages but only where:

a) such violations are not knowing, wilful or criminal; and

b) such penalties are insurable under the internal laws of the jurisdiction in which such penalties were assessed or levied.

Claim

a) A written demand for compensation, monetary damages or non-monetary relief alleging any Wrongful Act

b) a civil proceeding, suit or counter-claim for compensation, monetary damages or non-monetary relief commenced by the service of a claim form or similar pleading alleging any Wrongful Act

c) a formal notice of a criminal proceeding alleging any Wrongful Act

d) a formal notice of an arbitration proceeding alleging any Wrongful Act

e) a formal administrative or regulatory proceeding commenced by the service on an Insured of a notice of charges or similar document against an Insured alleging any Wrongful Act

f) an investigation of the Insured Organisation when identified in writing by an Official Body where a criminal, administrative or regulatory proceeding may be commenced

g) an investigation of an Insured Person in their insured capacity as such when that Insured Person is identified in writing by an Official Body as a person against whom a criminal, administrative or regulatory proceeding may be commenced.

Provided always that a claim will not include any labour or grievance arbitration or other proceeding pursuant to an employment collective bargaining or union agreement.

Defence Costs

Reasonable fees, costs, charges or expenses necessarily incurred by the Insured with the **insurer's** prior written consent in the investigation, defence, adjustment, settlement or appeal of any Claim made or brought against the Insured.

Provided always that:

a) defence costs will not include Investigation Costs and will not include remuneration payable to the **insured** or an Insured Person or Employee, cost of their time or costs or overheads of the Insured Organisation

b) any **excess** stated in the schedule will apply to defence costs.

Director or Officer
Any natural person who is:

a) a past, present or future trustee, director, officer, management committee member, member of the board of managers, supervisory board member, management board member or governor of the **insured** elected or appointed according to law

b) a past, present or future de facto director or officer or any natural person who is deemed a shadow director as defined in section 251 of the Companies Act 2006 of the **insured**

c) employed by the **insured** to whom the Financial Conduct Authority or any successor body has given its approval to perform one or more of controlled functions 1-30 for a company pursuant to Section 59 of the Financial Services and Markets Act of 2000.

Discovery or Discovered
The moment at which the **insured** or any trustee, Director or Officer, departmental head or other senior manager or the equivalent of them becomes aware of any fact or facts that give reasonable grounds to believe that loss as insured under section 2C has been or may be incurred even though the exact amount or details of the loss may not then be known.

Employee
Any natural person who is:

a) under a contract of service or apprenticeship with the **insured**

b) under a work experience or similar scheme

c) a labour master or labour only subcontractor or person supplied by any of them

d) hired or borrowed by the **insured** from another employer

e) a **volunteer.**

Provided always that:

i) such person is working under the **insured's** direct control or supervision in connection with the **business**

ii) for the purposes of section 2C to this part any broker, consignee, contractor, factor commission merchant or other agent or representative of the same general character will not be considered as an employee.

Employment Claim
a) A Claim in respect of an Employment Wrongful Act which is brought and maintained by or on behalf of any past, present, future or prospective Employee or employee of an Outside Entity against the Insured Organisation

b) a Claim alleging harassment or discrimination brought by any natural person who is not an Employee.

Employment Wrongful Act
In relation to the Insured Organisation or where applicable the Outside Entity any actual or alleged:

a) wrongful or unfair dismissal, discharge or termination of employment

b) breach of any oral or implied employment contract or quasi-employment contract

c) employment related misrepresentation

d) violation of employment discrimination laws

e) illegal workplace harassment including sexual harassment

f) wrongful failure to promote

g) wrongful discipline

h) wrongful deprivation of a career opportunity

i) wrongful demotion

j) negligent evaluation

k) negligent retention

l) employment related invasion of privacy

m) employment related defamation, humiliation, libel or slander

n) failure to adopt workplace or employment practices policies and procedures

o) illegal retaliatory treatment or victimisation of Employees including retaliation in violation of whistleblower statutes

p) employment related infliction of emotional distress in connection with a violation listed above in this definition.

Extradition
A formal request, Claim, warrant for arrest or other proceedings pursuant to the provisions of the Extradition Act 2003 or similar legislation in any other jurisdiction around the world.

Financial Institution
Any bank including any merchant or investment bank, finance company, hedge fund, insurance or reinsurance company, mortgage bank, savings and loan association, building society, credit union, stockbroker, investment trust, asset management company, fund manager or any entity established principally for the purpose of carrying out commodities, futures or foreign exchange trading or any other similar entity.

Financial Loss
a) Damages, judgments, awards or settlements in respect of any Wrongful Act that the **insured** or an Insured Person become legally liable to pay

b) Defence Costs

c) Investigation Costs

d) reasonable legal fees, costs and expenses necessarily incurred by an Insured Person with the **insurer's** prior written consent to obtain legal advice or to bring or defend proceedings including by way of judicial review or by way of other challenge to the political executive's decision to order an Insured Person's Extradition and to pursue appeals including appeals to the European Court of Human Rights

e) Prosecution Costs

f) the reasonable premium but not collateral for a bond or other financial instrument to guarantee for up to 12 months an Insured Person's contingent obligation for a specific amount required by a court hearing a Claim

g) punitive, exemplary, aggravated and multiple damages imposed upon the **insured** or an Insured Person if and only to the extent that such damages are insurable under the internal laws of the applicable jurisdiction most favourable to the **insured** including without limitation the jurisdiction in which the **insured**, the **insurer** or such Claim is located.

Provided always that financial loss will not include:

i) taxes, other than as provided for in section 2A.13 – Taxes and employee compensation

ii) employee compensation other than as provided for in section 2A.13 – Taxes and employee compensation and damages awarded to an Employee in settlement of an Employment Claim.

iii) social security contributions

iv) fines or penalties imposed by law, other than as provided for in section 2A.3 – Civil fines and penalties

v) damages that are uninsurable under the law pursuant to which this part will be construed

vi) Benefits

vii) the costs to comply with any injunctive, interim or other non-monetary relief or any agreement to provide such relief

viii) expenses including but not limited to legal and professional fees incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralising, detoxifying or assessing the effects of Pollutants.

Forgery
The signing by hand of another natural person's name or the endorsing or amending by hand without authority of any cheque, draft, promissory note or bill of exchange given or received by the **insured** with the intent to deceive in consequence of which the **insured** has acted or transferred funds or goods.

Greenhouse Gases
Carbon dioxide (CO2), methane (CH4), nitrous oxide (N20), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulphur hexafluoride (SF6), or any other emission or substance defined by applicable law as a greenhouse gas.

Indemnifiable Financial Loss
Financial Loss of the Insured Person which the Insured Organisation has indemnified or is permitted, required, entitled to indemnify or is not prohibited from indemnifying unless the Insured Organisation fails or refuses to indemnify the Insured Person due to the status of the Insured Organisation resulting from the appointment by any governmental or provincial agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the Insured Organisation.

Insured
a) An Insured Person

b) the Insured Organisation.

Insured Organisation
a) The **insured**

b) any past, present or future Subsidiary Company.

Insured Person
Any natural person who is:

a) a Director or Officer

b) an Employee who is the **insured's** risk manager or equivalent position

c) an Employee while acting in a managerial or supervisory capacity for the **insured**

d) an Employee including while acting as a lawyer on behalf of the **insured** for:

   i) any Employment Claim

   ii) any other Claim against such Employee where such Claim is also made and is continuously maintained against a Director or Officer.

Provided always that insured person will not include any consultant, external auditor, or liquidator, administrator or receiver of the **insured**.

Investigation
An official examination, enquiry, investigation or other proceeding into the Insured Organisation's affairs ordered or commissioned by an Official Body.

Investigation Costs
Reasonable costs or expenses necessarily incurred by an Insured with the **insurer's** written consent for representation at an Investigation when such Insured has been legally required in writing to attend.

Provided always that Investigation Costs will not include:

a) fines or penalties levied or imposed in connection with the investigation

b) remuneration payable to any Insured Person or Employee, cost of their time or the **insured's** costs or overheads.

Limit of Indemnity
The **insurer's** maximum liability in the aggregate including Defence Costs payable under each section of this part. The limit of indemnity applies over and above any **excess**.

Official Body
Any regulator, government body, government agency or official trade body or the enforcement arm of such body that is empowered by statute or statutory regulation to investigate the affairs of the Insured Organisation, an Outside Entity or an Insured Person.

Outside Entity
Any **not-for-profit entity**.

Outside Entity Executive
Any Director or Officer or any Employee while serving or acting in the capacity of a director or officer of an Outside Entity at the **insured's** specific direction and request.

Pension Scheme
The **insured's** sponsored scheme, plan or arrangement.

Pollutants
Any solid, liquid, gaseous irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, toxic mould or any thermal irritant or contaminant, ionising radiation or radioactivity from any nuclear fuel and waste including but not limited to nuclear waste or materials which are intended to be or have been recycled, reconditioned or reclaimed and any other similar substance of any kind or nature whatsoever including electromagnetic fields, asbestos, asbestos products and any noise.

Pollution
a) The actual, alleged or threatened generation, transportation, discharge, emission, dispersal, release, escape, treatment, storage or disposal of Pollutants

b) any governmental regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants

c) any action taken in contemplation or anticipation of any such regulation, order, direction or request or any voluntary decision to do so.

Pre-claim Costs
Reasonable fees, costs, charges or expenses necessarily incurred with the **insurer's** prior written consent by an Insured Person in retaining advisors separate from the **insured** or any Outside Entity

a) to provide legal advice directly related to a Pre-claim Event

b) to prepare a report and any supplementary reports as necessary to an Official Body in response to a Pre-claim Event.

Provided always that pre-claim costs will not include Indemnifiable Financial Loss.

Pre-claim Event
With respect to an Insured Person in their capacity as such:

a) a raid on or on-site visit to the Insured Organisation or any Outside Entity by an Official Body that involves the production, review, copying or confiscation of documents or interviews of such Insured Person

b) any formal written notification to an Official Body by the Insured Organisation, by the Outside Entity or such Insured Person of a suspected material breach of such Insured Person's legal or regulatory duty

c) the receipt by such Insured Person of a formal notice from an Official Body which legally compels such Insured Person to produce documents to, answer questions by, or attend interviews with, that Official Body directly as a result of a Self Report.

Provided always that such raid, visit, announcement, notification and receipt of notice must be first take place or first occur during the period of insurance. A pre-claim event will be deemed to be first made against the Insured Organisation or an Insured Person when such raid, visit, announcement, notification and receipt of notice first occurred.

Provided always that a pre-claim event will not include industry-wide or sector investigations, hearings, examinations or inquiries or any routine or regular regulatory audit, examination, inspection or review.

Property
The **insured's** tangible Property other than money or Securities.

Proposal
Any information, statements or materials supplied to the **insurer** by the **insured**.

Prosecution Costs
Reasonable fees, costs, charges or expenses necessarily incurred by an Insured Person with the **insurer's** prior written consent as part of a covered Claim in bringing a proceeding for a declaration or injunction to oppose an Official Body seeking:

a) a confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of such Insured Person

b) a charge over real property or personal assets of such Insured Person

c) a temporary or permanent prohibition on such Insured Person from holding the office of or performing the function of a director or officer or equivalent of any entity

d) a restriction of such Insured Person's liberty to a specified domestic residence or an official detention

e) deportation of such Insured Person following revocation of otherwise proper, current and valid immigration status for any reason other than such Insured Person's conviction of a crime.

Securities
Any bond, debenture, note, share, stock or other equity or security for debt, including any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relating to, or other interest in any of the foregoing items representing money or property.

Self Report
A written report or notification to an Official Body by the **insured**, an Outside Entity or an Insured Person pursuant to a legal obligation to inform such Official Body of matters giving rise to an actual or potential regulatory issue where failure to provide such a report or delay in reporting can itself give rise to enforcement consequences to the **insured** or an Insured Person from such Official Body.

Subsidiary Company
Any entity in which the **insured** directly or indirectly:

a) holds more than 50% of the voting rights

b) appoints a majority of the board of directors

c) has the right to appoint a majority of the board of directors subject to a written agreement with other shareholders.

Third Party
Any person or entity other than an Insured or Outside Entity.

Wrongful Act
Any actual, alleged or attempted breach of duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, Employment Wrongful Act, a proposed act, error or omission with respect to a shareholder derivative demand or any other wrongful act or omission committed or attempted by or allegedly committed or attempted by:

a) any Insured Person while acting in their capacity on behalf of the **insured** or any matter claimed against such Insured Person solely by reason of their status as such

b) any Insured Person while acting in the capacity as a director or officer of an Outside Entity at the **insured's** specific direction or request

c) the Insured Organisation but solely with respect to section 2B.

Section 2 – Cover

Section 2A – Directors' and officers' liability

The cover
In respect of Claims first made against the **insured** or an Insured Person during the period of insurance and notified to the **insurer** as required by this part the **insurer** will pay:

a) on behalf of any Insured Person Pre-Claim Costs and the Financial Loss of any Claim made against such Insured Person other than to the extent that such Insured Person is indemnified by the Insured Organisation

b) the Financial Loss of the Insured Organisation that arises from a Claim made against an Insured Person but only to the extent that such Insured Organisation has indemnified such Insured Person.

In addition the **insurer** will provide the following cover in respect of Claims first made against the **insured** or an Insured Person during the period of insurance and notified to the **insurer** as required by this part.

2A.1 Automatic acquisition
The **insurer** will pay the Financial Loss on behalf of an Insured Person of a Subsidiary Company which the **insured** founded or acquired after the inception date of this section provided always that the newly founded or acquired Subsidiary Company:

a) is not domiciled outside the European Union

b) does not have publicly traded Securities

c) is not a Financial Institution

d) does not have assets which exceed 25% of the **insured's** total assets as stated in the **insured's** last published accounts.

2A.2 Bilateral extended reporting period
In the event that either the **insurer** does not renew or the **insured** does not renew or replace this section the **insured** has the right to extend the period of insurance automatically for 90 days at no additional premium provided always that in the event of Change of Control the extended reporting period will not be available.

2A.3 Civil fines and penalties
The **insurer** will pay Civil Fines and Penalties of a Director or Officer and an Outside Entity Executive that arise from a Claim made against such Insured Person but only to the extent that such Civil Fines and Penalties are not Indemnifiable Financial Loss.

The **insurer's** liability will not exceed 10% of the Limit of Indemnity and this limit will form part of and not be in addition to the Limit of Indemnity.

2A.4 Emergency costs
If the **insurer's** written consent cannot reasonably be obtained before Defence Costs are incurred with respect to any covered Claim the **insurer** will give retrospective approval for such Defence Costs.

Provided always that the **insurer's** liability will not exceed 10% of the Limit of Indemnity and this limit will form part of and not be in addition to the Limit of Indemnity.

2A.5 Environmental mismanagement claim

The **insurer** will pay the Financial Loss of an Insured Person and the Insured Organisation that arises from any Claim based upon, arising out of or attributable to:

a) the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of Pollutants or Greenhouse Gases into or on real or personal property, water or the atmosphere

b) any direction or request that the Insured Organisation or the Insured Persons test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants or Greenhouse Gases, or any voluntary decision to do so, whether or not such Greenhouse Gases are Pollutants if and to the extent such Claim:

   i) is an Employment Claim against an Insured Person including without limitation any such Claim for retaliatory treatment

   ii) is against an Insured Person for Wrongful Acts in connection with misrepresenting or failing to disclose information related to Greenhouse Gases or actual or alleged global warming or climate changes

   iii) results in Financial Loss incurred by any Insured Person.

2A.6 Estates, heirs or legal representatives

The **insurer** will pay on behalf of any estates, heirs or legal representatives of any Insured Person such Financial Loss as arises from or in consequence of any Claim arising from a Wrongful Act by such Insured Person committed prior to the death, incapacity, insolvency or bankruptcy of the Insured Person provided always that such estates, heirs or legal representatives observe and will be subject to the terms and conditions of this section in so far as they can apply.

2A.7 Investigation of the insured organisation

The **insurer** will pay on behalf of any Insured Person such Investigation Costs as arise from or are a consequence of an Investigation into the affairs of the Insured Organisation commenced by an Official Body once an Insured Person is legally required to attend including any formal or official request or demand from an Official Body:

a) to interview or depose an Insured Person

b) for the production of documents from an Insured Person in connection with such Investigation.

An Investigation will be deemed to be first made when the Insured Person is first so required in writing to attend such Investigation.

2A.8 Loss of documents

In the event of accidental **damage** to records associated with the **business** or the **insured's** charitable activities and held by the **insured** or for which the **insured** is legally responsible the **insurer** will pay reasonable costs necessarily incurred by the **insured** with the **insurer's** consent for the restoration or replacement of such records including computer systems records but excluding negotiable instruments of any kind.

Provided always that:

a) computer systems records are backed up no less frequently than once every 7 days or as otherwise agreed by the **insurer** and are held at a separate location

b) the **insurer's** liability will not exceed £100,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the Limit of Indemnity stated in the schedule.

2A.9 Marital estates

The **insurer** will pay Financial Loss arising from or in consequence of any Claim first made against the lawful spouse or domestic partner of any Insured Person during the period of insurance arising solely out of their capacity as the spouse or domestic partner of any Insured Person.

Provided always that:

a) the cover under this extension is limited to Financial Loss arising from actions or proceedings for the enforcement of judgments or damages against an Insured Person resulting from a Claim covered under this section where such enforcement relates to the ownership of property including marital community property jointly held by the Insured Person and their spouse or domestic partner

b) this clause will not cover any Claim arising out of a Wrongful Act of the spouse or domestic partner.

2A.10 Outside entity executive

The **insurer** will pay on behalf of the Outside Entity Executive the Financial Loss of such Outside Entity Executive in respect of any Claim made against such Outside Entity Executive and Pre-Claim costs but only excess of any indemnification provided by an Outside Entity and excess of any Directors' and Officers' Liability insurance coverage afforded to an Outside Entity or its directors or officers.

2A.11 Reputational recovery costs

The **insurer** will pay on behalf of an Insured Person the reasonable fees and expenses payable to outside public relations professionals incurred by such Insured Person with the **insurer's** prior written consent in order to mitigate damage to their reputation due to a covered Claim as objectively established by media reports or other publicly available third party data.

Provided always that the **insurer's** liability will not exceed £100,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the Limit of Indemnity.

2A.12 Retired and resigned directors and officers

If this section is not renewed or replaced or where such renewal or replacement does not specifically provide cover for such Directors or Officers the **insurer** will provide an unlimited extended reporting period under this section for any Director or Officer who has resigned or retired all of their position(s) as Director or Officer with the **insured** during:

a) the period of insurance of this section

b) the period of insurance of any other directors and officers insurance policy issued by the **insurer** to the **insured** of which this policy is a continuous renewal.

Provided always that this cover will not apply to Indemnifiable Financial Loss or to any Directors or Officers who resigned or retired their positions with the **insured** by reason of, in connection with or after a Change of Control.

2A.13 Taxes and employee compensation

The **insurer** will pay on behalf of Directors or Officers all Financial Loss relating to:

a) corporate taxes owed by the **insured**

b) employee compensation other than any bonus owed by the **insured**

to the extent that:

i) it is determined by law that the Directors or Officers are personally liable for such taxes and compensation; and

ii) it is not Indemnifiable Financial Loss; and

iii) the **insured** has become insolvent; and

iv) such taxes and compensation are not owed as the result of any intentional, criminal or wilful act to breach any statutory or contractual duty governing the payment of such taxes or compensation by such Director or Officer.

Provided always that the **insurer's** liability will not exceed £50,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the Limit of Indemnity.

Exclusions to section 2A

This section does not cover Financial Loss:

1. Bodily injury and property damage

in respect of any Claim for:

a) bodily injury, sickness, disease or death of any person and any consequential loss directly resulting from them

b) **damage** to tangible property including loss of use of it and any consequential loss directly resulting from such **damage** other than **damage** to documents or records.

Provided always that this exclusion will not apply to

i) Defence Costs

ii) mental or emotional distress in connection with an Employment Claim

iii) Financial Loss other than Defence Costs that is not Indemnifiable Financial Loss

2. Conduct

arising from, based upon, attributable to or as a consequence of:

a) an Insured Person or Insured Organisation having gained any profit or advantage to which they had or have no legal entitlement

b) any intentionally dishonest or intentionally fraudulent act or omission committed by an Insured Person or Insured Organisation

c) any act or omission committed by an Insured Person in reckless disregard of whether or not such act or omission might constitute a Wrongful Act

in the event that any of a) or b) or c) is determined or established by:

i) a written admission by such Insured

ii) a judgment or other final, non-appealable adjudication or proceeding adverse to such Insured.

Until such determination Defence Costs will be advanced by the **insurer**

3. Medical malpractice

any claim arising from or in consequence of medical services or treatment

4. Pension trustees

in respect of any Claim arising from or in consequence of infringement of obligations imposed by any statute, regulation or common law while acting in the capacity of trustee of any pension, superannuation scheme, profit sharing or other employee benefit scheme

5. Prior circumstances and claims

in respect of any Claim:

a) arising from or in consequence of any circumstance, fact, matter or occurrence that might give rise to any Claim that was reported under any other insurance policy prior to inception of this part or that was disclosed on the **insured's** latest Proposal to the **insurer**; or

b) alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any Claim made against the **insured** or an Insured Person prior to inception of this part.

Claims conditions to section 2A

1. Claims notification

Upon learning of any circumstance or receiving verbal or written notice of any Claim the **insured** must tell the **insurer** as soon as reasonably possible and in any event no later than 45 days after the expiry of the period of insurance of:

a) any Claim

b) any Insured Person being required to attend an Investigation.

If an Insured becomes aware of any circumstances which may reasonably be expected to give rise to a Claim being made against the **insured** or an Insured Person then the **insured** will have the right to give written notice to the **insurer** of those circumstances within the period of insurance such notice to comprise the Wrongful Act allegations anticipated and the reasons for anticipating such a Claim.

Written notice must include but is not limited to a description of the Claim, investigation or circumstance as applicable, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the Insured first became aware of the Claim, investigation or circumstance.

2. Claims series

Any Claim or Investigation whether made before, during or after the period of insurance or series of such Claims or Investigations which arise out of the same Wrongful Act or which have the same originating cause or are otherwise causally connected will constitute a single Claim or Investigation for the purposes of this section.

All such Claims and such Investigations that constitute a single Claim or Investigation under this condition will be deemed to have been made during the period of insurance if either the first such Claim or first such Investigation was first made during the period of insurance.

Provided always that if the first such Claim or first such Investigation was made prior to the period of insurance then all such Claims and Investigations will be deemed to have been made prior to the period of insurance and excluded from cover.

3. Defence of claim

a) It is the duty of the **insured** or an Insured Person when receiving a Claim to take all reasonable steps to defend such Claim and not do anything which may prejudice the **insurer's** position.

b) The **insurer** will have no duty to defend any Claim made under this section.

c) For any Claim which may be covered under this section the **insurer** will have the right to be provided with all such information regarding the Claim as the **insurer** will reasonably require and the **insurer** will be kept fully informed regarding all matters regarding the investigation, defence or settlement of any Claim and will have the right to receive copies of all relevant documents.

d) In the event of any dispute between the **insured** and the **insurer** regarding whether or not to contest any Claim then the arbitration procedure described by general condition 1 to this part will apply.

4. Fair allocation

If a Claim made against any Insured and any defendant not insured under this section includes both Financial Loss which is covered under this section and financial loss together with associated defence costs which are not covered the **insurer** and the **insured** will use all reasonable endeavours to determine a fair allocation between Financial Loss which is covered and financial loss which is not covered under this section.

5. First settlement offer

If the **insured** consents to the first reasonable settlement offer made by the claimant which the **insurer** supports and recommends with regard to a Claim which results in a settlement of the Claim then the applicable **excess** amount will be retroactively reduced by 50% provided always that the **insured** agrees to such settlement within 21 days of the settlement first being recommended by the **insurer** and that the Financial Loss of the Claim exceeds the **excess**.

6. Payments

The **insurer** will pay Defence Costs covered under this section to the **insured** or an Insured Person as and when those Defence Costs fall due. If the **insured** or an Insured Person have no entitlement to payment for Financial Loss under the terms and conditions of this section the **insured** or the Insured Person must repay the **insurer** any payments of Defence Costs which have been made by the **insurer**.

7. Payments on behalf of insured persons

If the Insured Organisation fails for reasons other than insolvency to indemnify the Insured Person to the fullest extent permitted or required by law in respect of Financial Loss covered under this section the **insurer** will pay such Financial Loss on behalf of the Insured Person. The **insurer** will then be entitled to obtain reimbursement from the Insured Organisation for all payments made by the **insurer** that would not have been made if the indemnity had been provided by the Insured Organisation.

8. Written consent

The **insured** must obtain the **insurer's** written consent before:

a) any Defence Costs are incurred

b) any legal representative is retained to defend any Insured or to take any steps in connection with any legal proceedings that may potentially be covered under this section

c) any Claim is settled.

Provided always that clauses a) and b) will not apply in the case of emergency costs insured under section 2A.4.

Section 2B – Corporate liability

The cover

The **insurer** will pay on behalf of the Insured Organisation Financial Loss of the Insured Organisation in respect of any Claim first made against the Insured Organisation during the period of insurance and notified to the **insurer** as required by this part.

Criminal proceedings

a) in respect of criminal proceedings brought in relation to a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007

Professional services

b) arising from the provision of or failure to provide **professional services** to a Third Party

Other financial loss

c) as a result of a Wrongful Act committed or alleged to have been committed by an Employee in the normal execution of their duties for the **business** provided always that the **insurer** will not be liable for Financial Loss:

i) where the Wrongful Act does not involve a negligent and accidental act or omission

iii) arising from errors or omissions in advice, design or specification other than as insured under clause b)

iii) involving goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the Insured Organisation or on the Insured Organisation's behalf for the **business**

iv) arising from libel, slander, defamation, malicious falsehood or injurious falsehood.

In addition the **insurer** will provide the following cover in respect of Claims first made against the **insured** or the Insured Organisation during the period of insurance and notified to the **insurer** as required by this part.

2B.1 Bilateral extended reporting period
In the event that either the **insurer** does not renew or the **insured** does not renew or replace this section the **insured** has the right to extend the period of insurance automatically for 90 days at no additional premium provided always that in the event of Change of Control the extended reporting period will not be available.

2B.2 Emergency costs
If the **insurer's** written consent cannot reasonably be obtained before Defence Costs are incurred with respect to any covered Claim the **insurer** will give retrospective approval for such Defence Costs.

Provided always that the **insurer's** liability will not exceed 10% of the applicable Limit of Indemnity and this limit will form part of and not be in addition to the Limit of Indemnity.

2B.3 Loss of documents
In the event of accidental **damage** to records associated with the **business** or the **insured's** charitable activities and held by the **insured** or for which the **insured** is legally responsible the **insurer** will pay reasonable costs necessarily incurred by the **insured** with the **insurer's** consent for the restoration or replacement of such records including computer systems records but excluding negotiable instruments of any kind.

Provided always that:

a) computer systems records are backed up no less frequently than once every 7 days or as otherwise agreed by the **insurer** and are held at a separate location

b) the **insurer's** liability will not exceed £100,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the Limit of Indemnity.

2B.4 Reputational recovery costs
The **insurer** will pay on behalf of the **insured** the reasonable fees and expenses payable to outside public relations professionals incurred by the **insured** with the **insurer's** prior written consent in order to mitigate damage to the **insured's** reputation due to a covered Claim as objectively established by media reports or other publicly available third party data.

Provided always that the **insurer's** liability will not exceed £100,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the Limit of Indemnity.

Exclusions to section 2B
This section does not cover Financial Loss:

1. **Bodily injury and property damage**
   in respect of any Claim for:
   a) bodily injury, sickness, disease or death of any person and any consequential loss directly resulting from them
   b) any **damage** to or destruction of any tangible property including loss of use of it and any consequential loss directly resulting from such **damage** other than **damage** or destruction of documents or records.

   Provided always that this exclusion will not apply to Defence Costs

2. **Conduct**
   arising from, based upon, attributable to or as a consequence of:
   a) an Insured Person or Insured Organisation having gained any profit or advantage to which they had or have no legal entitlement
   b) any intentionally dishonest or intentionally fraudulent act or omission committed by an Insured Person or Insured Organisation
   c) any act or omission committed by an Insured Person in reckless disregard of whether or not such act or omission might constitute a Wrongful Act

   in the event that any of a) or b) or c) is determined or established by:
   i) a written admission by such Insured
   ii) a judgment or other final, non-appealable adjudication or proceeding adverse to such Insured

   until such determination Defence Costs will be advanced by the **insurer**

3. **Contracts**
   in respect of any breach of any oral or written contract or agreement except to the extent that the Insured Organisation would have been liable in the absence of the contract or agreement

4. **Employment benefits**
in respect of any Claim arising from or in consequence of any violation or infringements of any responsibilities, obligations or duties imposed by statute, common law, rule or regulation in respect of employers liability, disability benefits, working time regulations, redundancy pay, benefits, unemployment benefits, social security, retirement benefits, disability benefits, health and safety or any similar law, rule or statute or portion of any law, rule or statute.

   Provided always that this exclusion will not apply to any allegation of retaliation or retaliatory treatment of the claimant by the **insured** on account of the claimant exercising their rights pursuant to any such statute, law, rule or regulation

5. **Employment claim**
in respect of any Employment Claim

6. **Financial risks**
liability arising out of any activities regulated by the Financial Conduct Authority or any successor authority or any advice or services relating to the financing or investment for any project, scheme or venture

7. **Medical malpractice**
any claim arising from or in consequence of medical services or treatment

8. **Monopolies**
in respect of any actual or alleged violation of any law, whether statutory, regulatory or common law, relating to anti-trust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships

9. **Pension scheme**
in respect of any Claim arising from or in consequence of infringement of obligations relating to the operation of any pension, superannuation scheme, profit sharing or other employee benefit scheme

10. **Pollution**
in respect of any Claim alleging, arising from, based upon, attributable to or as a consequence of Pollution

11. **Prior circumstances and claims**
in respect of:

   a) any Claim arising from or in consequence of any circumstance, fact, matter or occurrence that might give rise to any Claim that was reported under any other insurance policy prior to inception of this section or that was disclosed on the **insured's** latest Proposal to the **insurer**; or

   b) any Claim alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any Claim made against the **insured** prior to inception of this section

12. **Securities offering**
in respect of any public or private offering of Securities made by the **insured** during the period of insurance

13. **Cyber**
liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the **insured's** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Claims conditions to section 2B
Section 2B is subject equally to all the claims conditions stated under section 2A.

Section 2C – Crime

The cover
The **insurer** will indemnify the **insured** for direct financial loss of any money, Property or Securities sustained by the **insured** as a direct result of any single, continuous or repeated act of fraud or dishonesty for which the **insured** is responsible at law committed by an Employee acting alone or in collusion with others which is first Discovered during the period of insurance and notified to the **insurer** as required by this part.

In addition the **insurer** will provide the following cover in respect of loss as specified first Discovered during the period of insurance and notified to the **insurer** as required by this part.

2C.1 Bilateral extended reporting period
In the event that either the **insurer** does not renew or the **insured** does not renew or replace this section the **insured** has the right to extend the period of insurance automatically for 90 days at no additional premium provided always that in the event of Change of Control the extended reporting period will not be available.

2C.2 Computer fraud by third parties
The **insurer** will indemnify the **insured** for theft committed on or after the retroactive date stated in the schedule of any of the **insured's** money, Property or Securities due to any fraudulent or dishonest misuse or manipulation by a Third Party of the computer systems and programs operated by the **insured**.

2C.3 Employee benefit plans
The **insurer** will indemnify the trustees of any pension scheme or other employee benefits scheme set up by the **insured** to provide benefit to Employees in respect of any loss insured in this section 2C.

Provided always that payment under this extension will not increase the **insurer's** maximum liability under section 2C.

2C.4 Forgery
The **insurer** will indemnify the **insured** for direct financial loss of money or Securities resulting from Forgery committed on or after the retroactive date stated in the schedule.

2C.5 Funds transfer fraud
The **insurer** will indemnify the **insured** for the theft committed on or after the retroactive date stated in the schedule of any of the **insured's** funds from an account maintained by the **insured** at a Financial Institution following fraudulent electronic, telegraphic, cable, teletype, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the **insured** but which are fraudulently transmitted or issued by a Third Party or are a Forgery.

2C.6 Investigation costs
The **insurer** will indemnify the **insured** in respect of reasonable fees and costs other than remuneration payable to an Employee, trustee, Director or Officer of the **insured**, cost of their time or costs or overhead necessarily incurred by the **insured** with the **insurer's** written consent to establish the amount of any loss insured under this section 2C.

Provided always that payment under this extension will not increase the **insurer's** maximum liability under this section 2C.

2C.7 Money orders
The **insurer** will indemnify the **insured** for the **insured's** direct financial loss arising from the acceptance in good faith in exchange for money, goods or services of any post office or express money order issued or purporting to have been issued by any post office or express office if such money order is not paid on presentation.

2C.8 New entities
If the **insured**:

a) consolidates or merges with

b) acquires majority voting rights, control of

c) acquires the assets of

another entity cover is immediately provided to such entity where such entity:

i) has gross annual turnover which is less than 10% of the **insured's** gross annual turnover and has less than 10% of the **insured's** total employees

ii) does not undertake any activities which vary materially from the **insured's** activities as advised to the **insurer**

iii) complies with the controls and procedures adopted by the **insured** as advised to the **insurer**

iv) has not in the preceding 3 years suffered loss of a type covered by section 2C whether insured or not which was greater than 25% of the amount of the **excess** stated in the schedule.

Provided always that:

1) the **insured** gives notice to the **insurer** of all entities added to the insurance under this section by virtue of this extension within 30 days of the date of such addition. Failure to give such notice will be an election by the **insured** for that entity not to be included under this section

2) the **insured** furnishes the **insurer** with all information concerning the addition that the **insurer** may require and will pay any additional premium required by the **insurer**. Failure to pay such additional premium within 30 days of request by the **insurer** will be an election by the **insured** for that entity not to be included under this section

3) the insurance provided under this extension will only apply to losses occurring after the date of any addition to this section.

2C.9 Paper currency
The **insurer** will indemnify the **insured** for the **insured's** direct financial loss arising from its acceptance in good faith on or after the retroactive date stated in the schedule in the regular course of business of counterfeit paper currency other than paper currency accepted as a gift, bequest or charitable donation of any kind.

2C.10 Reconstitution costs
The **insurer** will indemnify the **insured** for the reasonable costs incurred in rewriting or amending the software programs or systems where such rewriting or amendment is necessary to correct the programs or amend the security codes following the fraudulent use of the computer hardware or software programs or systems operated by the **insured** and which was the subject of a claim under this section.

Provided always that the **insurer's** liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the Limit of Indemnity.

Exclusions to section 2C
This section does not cover loss in respect of:

1. **Consequential loss**
   consequential or indirect loss of any description

2. **Damages and fines**
   damages, fines, penalties or taxes of any description

3. **Defence costs**
   the costs of defending any legal proceedings brought against the **insured** or the fees, costs or expenses incurred or paid by the **insured** in prosecuting or defending any legal proceedings whether or not such legal proceedings result or would result in a loss to the **insured** under this section except as may be stated specifically elsewhere in this section

4. **Extortion kidnap and ransom**
   loss arising out of or in connection with actual or threatened kidnap or ransom or extortion other than extortion by an Employee

5. **Fees, costs or expenses**
   any fees, costs or expenses incurred by the **insured** in establishing the existence of or the amount of loss covered under this section 2C except as provided for by cover clause 2C.6 for Investigation Costs

6. **Fraudulent employee**
   loss caused by any Employee whom the **insured** was aware had previously committed a criminal act before or after the date of commencement of employment with the **insured**

7. **Inter insured**
   loss sustained by one part of the **insured** to the benefit of any other part of the **insured**

8. **Proprietary information and trade secrets**
   loss of intangible property howsoever caused including but not limited to intellectual rights, trade secrets, proprietary information, patents, trademarks, copyrights, computer programs, confidential processing methods or other confidential information of any kind.

Claims conditions to section 2C

1. **Claims notification**
   Upon Discovery of loss that may give rise to a claim the **insured** will notify the **insurer** in writing as soon as reasonably practicable but in all events no later than 45 days after the expiry of the period of insurance or any applicable extended reporting period. Such notice will include but not be limited to a description of the circumstances leading to the loss and the names if known of the persons causing such loss.

2. **Claims series**
   Where more than one loss that may give rise to a claim arises from one cause or from a series of causes that are connected with another or which are by any means inter-related or inter-connected they will be deemed to be a single loss notwithstanding the number of loss notifications that have been made and such single loss will be attributed solely to the period of insurance during which the first loss arising from such series of causes was Discovered.

3. **Limitation**
   The **insurer's** aggregate liability for loss sustained by any or all of the persons, companies or other entities forming part of the **insured** will not exceed the amount for which the **insurer** would be liable if all losses were sustained by any one of the persons, companies or other entities forming part of the **insured**.

4. Loss settlement

The **insurer** may with the **insured's** consent settle any claim for loss of property with its owner. Any property for which the **insurer** has made indemnification will become the **insurer's** property. The **insurer** may at the **insurer's** discretion pay actual cash value or make repairs or replacements. If the **insurer** and the **insured** cannot agree upon such cash value or such cost of repairs or replacements such cash value or such cost will be determined by arbitration.

5. Submission of records

In the event of a loss the **insured** will immediately upon the **insurer's** request deliver to the **insurer** all pertinent records, information, explanation and other evidence as may be reasonably required for the purposes of investigating or verifying the loss together with a statutory declaration of the truth of the loss and of any matters connected with it if required.

Special conditions to section 2C

1. Cancellation on discovery

The insurance under this section in respect of any Employee will be deemed to be cancelled immediately upon Discovery by the **insured** or any trustee, Director or Officer, departmental head, senior manager or the equivalent of them not in collusion with such Employee of any single, continuous or repeated act of fraud or dishonesty committed by that Employee and any further single, continuous or repeated acts of fraud or dishonesty committed by that Employee are not insured.

2. Dealing and trading

In respect of any single, continuous or repeated act of fraud or dishonesty committed by any Employee who is engaged in trading or dealing in Securities, valuable papers, commodities, foreign exchange, derivatives, loans, transactions in the nature of a loan or other extension of credit and the like the **insured** will prove conclusively that such single, continuous or repeated acts of fraud or dishonesty were committed by the Employee with the clear intention of causing the **insured** to suffer loss and to obtain and resulting in improper financial gain for that Employee or any other person or entity intended by the Employee to receive such gain.

Provided always that salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions and other Benefits will not constitute improper financial gain.

3. Joint policyholder

a) If the **insured** comprises more than one party the association or organisation set out as the **insured** in the schedule will act for itself and be deemed to act as the sole agent for the **insured**. All parties comprising the **insured** are deemed to have consented and agreed that rights of action under this section are not assignable except with the **insurer's** prior written consent

b) the **insured** has the sole right to file notice or proof of loss, adjust, receive or enforce payment of any loss

c) payment of any loss will fully release the **insurer** on account of such loss. If the **insurer** agrees to make payment to an entity other than the **insured** such payment will be deemed to have been made to the **insured**

d) the **insured** has the sole right to bring legal proceedings arising under or in connection with this section.

4. Knowledge

Knowledge possessed or Discovery made by any Insured forming part of the **insured** or by any trustee, Director or Officer, departmental head or other senior manager or the equivalent of them will be deemed to constitute knowledge possessed or Discovery made by all other persons, companies or entities forming part of the **insured**.

5. Non-identification

If a loss is alleged to have been caused by a single, continuous or repeated act of fraud or dishonesty by any Employee and the **insured** is unable to discover the identity of the actual Employee the **insurer** will indemnify the **insured** provided that the evidence submitted proves beyond reasonable doubt that the loss was caused by the fraudulent or dishonest acts of one or more Employee.

6. Prosecution

The **insured** will if and when required by the **insurer** but at the **insurer's** expense if a conviction is obtained use all diligence in prosecuting to conviction any person by whose dishonesty a claim will have been made under this section.

7. Valuation

a) Securities

In no event will the insurer be liable in respect of Securities for more than the actual cash value of them at the close of business on the business day preceding the day on which the loss of Securities was discovered.

b) Books of accounts and records

In the case of damage to property consisting of books of accounts or other records other than electronic data used by the insured in the conduct of the business the insurer will be liable under this section only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which will have been furnished by the insured in order to reproduce such books and other records.

c) Electronic data

In the event that a loss results in the destruction, erasure or theft of electronic data used by the insured while such data is stored within the insured computer systems the insurer will be liable under this section if such data is actually reproduced and cover under this clause will only apply to the cost of labour for the actual transcription or copying of data which will have been furnished by the insured in order to reproduce such electronic data.

d) Damage to premises

In the event that a loss results in damage the insured's premises the insurer will not be liable for more than the actual cost of repairing such premises with material of like quality and value

e) Foreign currency

If a foreign currency being a currency other than the currency in which this section is written is involved in a loss sustained by the insured and insured under this section then for the purpose of any calculation required in the settlement of a loss the rate of exchange will be the rate as offered by the insurer's London Clearing Bank on the date of such settlement.

f) Other property

In no event will the insurer be liable in respect of other property not included in the above for more than the actual cash value of such other property at the time of loss or for more than the actual cost of repairing such other property or of replacing it with property or material of like quality and value.

Provided always that the actual cash value of such other property held by the insured as a pledge, or as collateral for an advance or a loan will be deemed not to exceed the value of the property as determined and recorded by the insured when making the advance or loan nor in the absence of such record the unpaid portion of the advance or loan plus accrued interest on it at legal rates.

Section 3 – General conditions to part K

1. Arbitration

All disputes and differences arising under or in connection with this contract will be referred to arbitration under ARIAS Arbitration Rules.

The Arbitration Tribunal will consist of three arbitrators, one to be appointed by the Claimant, one to be appointed by the respondent and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal will be appointed as soon as practicable and no later than 28 days after the appointment of the two party-appointed arbitrators. The Tribunal will be constituted upon the appointment of the third arbitrator.

The arbitrators will be persons (including those who have retired) with not less than 10 years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry. Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time prior to their appointment by ARIAS (UK) the party or arbitrators in default may make such appointment. The Tribunal may in its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute. The Tribunal will have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

2. Change of control

If there is a Change of Control during the period of insurance then the cover provided by this part only applies in respect of Wrongful Acts occurring prior to the effective date of that Change of Control. The **insured** must give written notice to the **insurer** of the Change of Control as soon as reasonably practicable**.**

3. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part of the policy is not enforceable by any third party.

4. Excess

The **insurer** will only pay that amount of each claim that is in excess of the applicable **excess** in the schedule. The excess is not part of the **insurer's** Limit of Indemnity and is to be borne by the **insured** and will remain uninsured. If more than one **excess** is applicable to a single claim, then the applicable **excess** will be applied separately to each part of such claim but the maximum total **excess** applicable to such claim will not exceed the largest applicable **excess**.

5. Limit of indemnity

The Limit of Indemnity is the total aggregate amount payable by the **insurer** under each section of this part for all Financial Loss or Loss irrespective of the number of claims or the number of Insureds who may claim under this part and irrespective of the amounts of any such claims or when they are made.

6. New subsidiary companies and cessation of subsidiary companies

This part will only apply to claims made against an Insured Person of a Subsidiary Company or the Subsidiary Company which arise from circumstances occurring after becoming a Subsidiary Company or prior to ceasing to be a Subsidiary Company.

7. Other insurances

If a claim under this part would but for the existence of this part be insured by any other valid and collectable:

a) Directors' and Officers' Liability or Management Liability policy or indemnity

b) General Liability insurance policy

c) Pollution Liability insurance policy

d) any other insurance which has a duty to defend such Claim or claim

the **insurer** will only be liable for any amount above that collectable under such other policy.

In the event of a claim made against an Outside Entity Executive insurance provided under this part will be specifically excess of:

i) any indemnification provided by an Outside Entity; and

ii) any insurance coverage afforded to an Outside Entity or its directors or officers or equivalent executive or management position.

In the event such other Directors' and Officers' or Management Liability insurance afforded to the Outside Entity or any of its directors or officers is provided by the **insurer** or other companies within the Zurich Insurance Group or would be provided but for the application of the retention amount, exhaustion of the Limit of Indemnity or failure to submit a notice of a claim as required then the **insurer's** maximum aggregate Limit of Indemnity for all Financial Loss under this part in respect of such cover will be reduced by the amount of the limit of indemnity as stated in the schedule of the other Zurich Insurance Group insurance provided to such Outside Entity.

8. Representations and severability

In providing insurance under this part the **insurer** relied upon the declarations, representations and warranties in the Proposal. All such declarations, representations and warranties are the basis of cover under this part and will be considered as incorporated in and constituting part of this policy. The Proposal will be construed as a separate Proposal for cover by each Insured. No statement in the Proposal form or knowledge possessed by the **insured** will be imputed to any Insured Person for the purpose of determining if cover is available. The declarations, representations and warranties in the Proposal and knowledge possessed by any past, present or future chief executive officer, chief financial officer, director of human resources or in-house general counsel of the Insured Organisation will be imputed to the Insured Organisation for determining if cover is available with respect to claims against such party under the applicable section of this part.

The **insurer** agrees to not seek to rescind or avoid this part or any severable section of it in respect to claims against any Insured Person who did not make any wrongful statement or did not have knowledge of any wrongful statement or misrepresentation or non-disclosure with regard to the Proposal.

The **insurer** further agrees not to seek to rescind or avoid this part or any severable section of it where the **insurer's** remedy of rescission or avoidance arises solely as a result of innocent or negligent non-disclosure or innocent or negligent misrepresentation by an Insured Person.

9. Subrogation

Upon any payment made or to be made under any section of this part the **insurer** will be entitled to assume conduct of all rights of recovery available to the **insured** and the **insured** will render all reasonable assistance to the **insurer** in the prosecution of such rights including but not limited to trying to recover from the Insured Organisation any deductible paid by the **insurer**.

The **insured** will execute all papers reasonably required and will take all reasonable action that may be necessary to secure any and all subrogation rights of the **insurer**. With respect to section A only in no event will the **insurer** exercise the **insurer's** rights of subrogation against an Insured Person under this part unless it is determined by a written admission, a final judgment or other adjudication in the underlying action or in a separate action or proceeding that such Insured Person had obtained an illegal profit or advantage or committed an intentionally dishonest act or omission or intentionally fraudulent act or omission.

10. Territorial limits

Cover under this part will apply only to claims whose causes occur within the **territorial limits**.

Part L – Motor

Section 1 – Special definitions

Accessories

a) Parts or products specifically designed to be fitted to or used with the Vehicle including spare parts

b) permanently fitted entertainment systems, communication, navigation, security equipment or other electronic equipment fitted to the Vehicle by the manufacturer. This does not include equipment temporarily sited in and removable from the Vehicle being powered from a cigarette lighter/accessory socket

c) Electric Vehicle charging equipment, being charging cables, adaptors (provided with the Electric Vehicle by the manufacturer) and home installed charging points.

Car

Any private car, estate car, utility car or Minibus.

Certificate

The current certificates of motor insurance issued by the **insurer**.

Child Seat

Any car seat designed for children up to 12 years old including infant carriers, combination car seats, forward facing car seats and high back booster seats with or without harnesses.

Commercial Vehicle

Any motor vehicle other than a Car or Motorcycle.

Costs and Expenses

a) Claimants' costs and expenses

b) costs and expenses incurred with the **insurer's** consent in defending any claim

c) costs incurred with the **insurer's** consent for:

   i) representation at any coroner's inquest or fatal injury inquiry

   ii) defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving or any equivalent local charge within the Geographical Limits

   iii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any **event** which may be the subject of indemnity under this part.

Driver

Any person driving the Vehicle and entitled to do so under the terms of the Certificate.

Electric Vehicle

Any Vehicle that uses one or more electric motors for propulsion that are powered by a self-contained battery which requires charging from an external power source.

Excess

The first part of each and every claim under a current Car policy which is not compulsorily imposed following an insurer's underwriting consideration of such policy.

Geographical Limits

a) The **territorial limits**

b) any member country of the European Union

c) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC)

d) any other country but only during any period for which the **insured** has requested and the **insurer** has agreed to extend cover for the use of the Vehicle in that country

and during transit (including the process of loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

Insured Person

a) The **insured**

b) the Driver

c) at the **insured's** request:

   i) any **employee**, **volunteer**, director or principal

   ii) any Passenger

   iii) the owner of a Vehicle on hire or loan or leased to the **insured**

   iv) any member or committee member of the **insured's** sports or social club

   v) the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided always that such hire is permitted under the terms of the Certificate

d) any person who with the **insured's** permission is using but not driving the Vehicle for social domestic and pleasure purposes provided always that such use is permitted under the terms of the Certificate

e) the employer or partner of any person whose business use is permitted under the terms of the Certificate.

Licence

Licence to drive a motor vehicle of the same class as the Vehicle.

Minibus

A motor vehicle with between 9 and 16 (inclusive) Passenger seats.

Motorcycle

Any motorcycle, motorcycle and sidecar or moped.

No Claim Discount

A discount allowed by an insurer by way of a reduction from normal premium payable in recognition of a period or periods of insurance without claim under a Car policy.

Passenger

Any person other than the Driver travelling in or on or getting into or out of the Vehicle or any Trailer or disabled motor vehicle attached to the Vehicle.

Person Insured

Any **member**, **volunteer** or **employee** authorised by the **insured** to use a Car in connection with the **business**.

Pollution or Contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Road

Anywhere within the Geographical Limits where compulsory motor insurance legislation is operative.

Trailer

Any trailer which is the **insured's** property or for which the **insured** is legally responsible but excluding a disabled motor vehicle.

Vehicle

Any motor vehicle excluding a steam driven vehicle but including an Electric Vehicle as follows:

a) Car

b) Motorcycle

c) Commercial Vehicle

d) any motor vehicle bearing a Trade Plate

which is insured under this part and described in the Certificate but excluding any motor vehicle registered outside the **territorial limits** unless the **insured** has requested and the **insurer** has agreed to cover such motor vehicle.

Windscreen

Glass in the windscreen and windows, sunroof or panoramic glass roof.

Section 2 – Third party liability

In respect of legal liability for death of or bodily injury to any person and **damage** to **property** the **insurer** will indemnify the Insured Person when liability is caused by or arises out of the use of the Vehicle or in connection with the loading or unloading of the Vehicle. In addition the **insurer** will pay Costs and Expenses.

2.1 Corporate manslaughter

In respect of any **event** which may be the subject of indemnity under this section the **insurer** will pay legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business.**

Provided always that:

a) the **insurer's** liability under this clause will not exceed £5,000,000 in any one period of insurance

b) this clause will only apply to proceedings brought in the **territorial limits**

c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf

d) the **insured** will give the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause

e) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding

f) the **insurer** will be under no liability:

   i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge

   ii) in respect of fines or penalties of any kind

   iii) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.

2.2 Indemnity to personal representatives

Following the death of any person entitled to indemnity the **insurer** will in respect of the liability incurred indemnify such person's personal representatives.

2.3 Electric Vehicle Charging Cables

The **insurer** will indemnify the Insured Person when liability is caused by or arises out of the charging of an Electric Vehicle irrespective of whether compulsory motor insurance legislation operative within the Geographical Limits applies or not.

2.4 Terrorism

In respect of legal liability for **damage** to **property** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism** the **insurer** will indemnify the **insured**.

Provided always that:

a) the **insurer's** liability under this clause will not exceed £5,000,000 inclusive of Costs and Expenses or the minimum amount required by the compulsory motor insurance legislation in the country in which the incident occurs whichever is the greater

b) this clause will only apply to proceedings brought in the Geographical Limits

Exclusions to section 2

This section does not cover:

1. **Airside**
   legal liability directly or indirectly caused by or contributed to by or arising from the Vehicle while in or on that part of any aerodrome, airfield, airport or military installation provided for:

   a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground

   b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

2. **Damage**
   a) **damage** to **property** belonging to or in the care, custody or control of the Insured Person

   b) **damage** to premises or to the fixtures and fittings therein which are not the **insured's** property but are occupied by the **insured** under a lease or rental agreement if such **damage** is covered by any other insurance

   c) **damage** to **property** in or on the Vehicle

   d) **damage** to the Vehicle

3. **Defective goods or treatment**
   death of or bodily injury to any person or **damage** to **property** caused by or attributable to:

   a) any defect in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the Vehicle or any motor vehicle not the **insured's** property or provided by the **insured**

   b) treatment given or services provided at or from the Vehicle or any other motor vehicle

4. **Employers' liability**
   death of or bodily injury to any person arising out of or in the course of that person's employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers' liability legislation within the Geographical Limits

5. **Loading or unloading**
   death of or bodily injury to any person or **damage** to **property** caused or occurring beyond the limits of any Road in connection with:

   a) the bringing of the load to any Vehicle for loading thereon

   b) the taking away of the load from any Vehicle after unloading therefrom

   by any person other than the Driver or attendant of such Vehicle

6. **Other insurances**
   any person other than the **insured** if that person is entitled to indemnity under any other insurance

7. **Pollution or contamination**
   death of or bodily injury to any person or **damage** to **property** directly or indirectly caused by Pollution or Contamination unless the Pollution or Contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident took place

8. **Terrorism**
   death or bodily injury to any person arising directly or indirectly from **terrorism** other than to meet the requirements of the compulsory motor insurance legislation in the country in which the incident occurs.

9. **Tool of trade**
   death of or bodily injury to any person or **damage** to **property** caused by or arising out of the use of mechanically propelled plant or an attachment of the Vehicle while working as a tool of trade.

   Exclusions 1, 3, 7 and 9 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

Provision to section 2

1. **Limit of indemnity**
   The **insurer's** liability will not exceed any sum stated in this section in the schedule or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured **event** occurs.

Section 3 – Indemnity to owner

Where required by a contract entered into by the owner and the **insured** the **insurer** will in the terms of and subject to the limitations of section 2 indemnify the owner of the Vehicle loaned or hired to the **insured** provided always that such owner is not entitled to indemnity under any other policy.

Section 4 – Joint liabilities

If the **insured** comprises more than one party the **insurer** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if the **insured** comprised only one party and in any event will not exceed any relevant limit of indemnity.

Section 5 – Indemnity to principals

The indemnity provided under section 2 will extend to indemnify any principal of the **insured** in respect of liability at law arising out of the use of the Vehicle in connection with any contract entered into between the **insured** and such principal.

Provided always that:

a) the **insurer** will not be liable for death or bodily injury or **damage** to **property** arising out of the negligence or other default of the principal of their servants or agents

b) the **insurer** will have the sole conduct and control of any claim

c) the principal is not entitled to indemnity under any other policy.

Section 6 – Movement of third party vehicles

The indemnity provided under section 2 will extend to liability incurred by the **insured** caused by or arising out of:

a) the driving or movement of a motor vehicle not the property of the **insured** when it is interfering with the performance of the **business** directly connected with the legitimate passage of the Vehicle

b) the parking or movement by an **employee** of a motor vehicle belonging to a customer or visitor of the **insured** on or within the vicinity of the premises.

For the purposes of this section the words "or in the care, custody or control of" in section 2 exclusion 2 a) will not apply to such third party motor vehicle.

Section 7 – Contingent liability

The indemnity provided under section 2 will apply in respect of liability incurred by the **insured** arising out of the use of any motor vehicle for death of or bodily injury to any person and **damage** to **property** when liability is caused by or arises out of the use of or in connection with any motor vehicle while being used in connection with the **business**.

Provided always that:

a) such motor vehicle is not the **insured's** property or held by the **insured** under a hire purchase agreement or hired by or leased to the **insured**

b) the **insured** has taken all reasonable steps to ensure that there is in force in respect of such motor vehicle an insurance that is valid for such use

c) if any claim covered by this section is covered by any other insurance then notwithstanding general condition 10 the **insurer** will not be liable to make any contribution to such claim

d) motor vehicle does not include any vehicle registered outside the **territorial limits**.

Section 8 – Disabled motor vehicles

In respect of legal liability for death of or bodily injury to any person and **damage** to **property** the **insurer** will indemnify the Insured Person when liability is caused by or arises out of any disabled motor vehicle while attached to the Vehicle. This section will also apply to any disabled motor vehicle detached from the Vehicle and not attached to any other vehicle and being used by the **insured** but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

This section does not cover:

a) **damage** to a disabled motor vehicle

b) any liability if a disabled motor vehicle is being towed otherwise than in accordance with the law

c) **damage** to **property** being carried in or on a disabled motor vehicle.

Section 9 – Service and repair

The **insurer** will indemnify the **insured** when the Vehicle is in the care, custody or control of a member of the motor trade for service or repair.

Section 10 – Damage to vehicle – by fire or theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories caused by fire or theft or attempted theft. Other than in respect of provision 2 new for old this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.

Section 11 – Damage to vehicle – other than by fire or theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories other than as described in section 10. Other than in respect of provision 2 this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.

Exclusions to sections 10 and 11

Sections 10 and 11 do not cover:

1) wear and tear
2) mechanical, electrical, electronic or computer breakage, failure or breakdown
3) depreciation
4) loss of use
5) for section 11 – **damage** to tyres by application of brakes or by punctures, cuts or bursts
6) **damage** to the Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
7) **damage** caused by deception
8) any diminution in the value of the Vehicle.

Provisions to sections 10 and 11

1. Medical expenses

The **insurer** will at the request of the **insured** pay the cost of medical expenses in respect of any person who sustains bodily injury while in the Vehicle caused by accidental means in connection with the use of the Vehicle.

The **insurer's** total liability under this provision is :

a) £500 in respect of each person for any one accident in Great Britain or Northern Ireland

b) £5,000 in respect of any accident in the European Union provided that:

i) all occupants of the Vehicle are residents of the United Kingdom

ii) the **insurer** will not be liable for the cost of medical expenses covered by a separate insurance policy with the **insurer**.

2. New for old

If any Car or goods carrying Commercial Vehicle not exceeding 7.5 tonnes gross vehicle weight is within one year of first registration:

a) damaged to the extent that the costs of repair would exceed 50% of the manufacturer's recommended retail price plus taxes; or

b) lost by theft and not recovered

the **insurer** will replace it with a new Vehicle of the same manufacturer and of the same or like type provided always that:

i) the **insured** requests it; and

ii) any other interested party known to the **insurer** consents; and

iii) such a replacement is available.

3. Personal effects

The **insurer** will indemnify the **insured** or at the request of the **insured** any other person in respect of **damage** to personal effects (other than money) while in or on the Vehicle resulting from fire, theft, attempted theft or accidental means.

Provided always that:

a) the amount payable in respect of any one occurrence will not exceed £500

b) the **insurer** may at its option repair, replace or pay in cash the current market value of any such personal effects

c) receipt by the person indemnified will constitute a discharge in respect of any claim under this section.

4. Theft or loss of keys

If the keys or any other removable ignition device or lock transmitter for the Vehicle are stolen or accidentally lost the **insurer** will at the **insured's** request pay to replace:

a) the door locks and/or boot lock

b) the ignition and/or steering lock

c) the lock transmitter and/or central locking interface.

Provided that:

i) such loss is reported to the police

ii) any other interested party known to the **insurer** consents

iii) this indemnity will not exceed the market value of the Vehicle immediately before **damage**; and

iv) the **insurer** will not be liable for the cost of replacing any alarms or other security devices fitted to the Vehicle.

Any such payment will not be subject to any **excess** which would otherwise be payable.

5. Child seat replacement

Where a Car is fitted with a Child Seat, whether or not owned by or provided by the **insured**, in the event of an incident for which indemnity is provided by this section the **insurer** will replace the Child Seat with a new Child Seat of the same or like type, make, model and specification provided that such a replacement is available.

Any such payment will not be subject to any **excess** which would otherwise be payable.

6. Hotel, restaurant or similar organisation

The **insurer** will indemnify the **insured** when the Vehicle is in the custody or control of any hotel, restaurant or similar organisation solely for the purposes of parking and that for the purposes of this clause any driving restriction specified within this policy will not apply.

7. Incorrect fuelling

The **insurer** will indemnify the **insured** for the costs of draining and cleansing the fuel tank of the Vehicle as a consequence of accidental filling of the fuel tank with the incorrect fuel for the type of engine.

Any such payment will not be subject to any **excess** which would otherwise be payable.

8. Emergency hotel and travel expenses

The **insurer** will pay the cost or provide indemnity in respect of:

a) hotel expenses up to £250 for the Driver and each Passenger up to a maximum amount of £750 in connection with any one claim

b) travel expenses up to a maximum amount payable in connection with any one claim of £250.

Cover will only apply:

i) if the Vehicle is immobilised as a result of **damage** or loss

ii) if the Vehicle is lost as a result of theft covered under Section 10

iii) where the **damage** or loss necessitates an unplanned overnight stop.

9. Battery coverage (leased or hired)

If **damage** to an Electric Vehicle gives rise to a valid claim under Sections 10 and 11 any payment may, at the **insurer's** discretion, be made to the owner of the Electric Vehicle's battery, or batteries, if the battery is leased or hired.

10. Battery cover

The **insurer** will indemnify the **insured** in the event of **damage** to an Electric Vehicle's battery, regardless of whether any **damage** has occurred to the Electric Vehicle itself. This includes **damage** to the battery as a result of a power surge whilst charging but excludes **damage** caused by construction or material defects on the part of the manufacturer.

11. Hiring charges

In the event of **damage** to the Vehicle giving rise to a valid claim under sections 10 or 11 the **insurer** will indemnify the **insured** in respect of the cost of hiring a replacement motor vehicle of a similar model and performance.

Provided always that:

a) the amount payable in respect of any one occurrence will not exceed £1,000

b) the **insurer** will not be liable as result of damage occurring elsewhere than within the **territorial limits** or Republic of Ireland

c) the **insured** will take all reasonable steps to mitigate loss and expedite repairs, reinstatement or replacement of the Vehicle.

Section 12 – Repairs and spare parts

Following a claim under sections 10 or 11 the **insurer** will:

a) pay the reasonable cost of removal to the nearest competent repairer and delivery to the **insured** when repairs have been completed

b) at its discretion repair or replace the Vehicle or its Accessories or make a cash settlement not exceeding the market value of the Vehicle or its Accessories at the time of **damage**

c) not be liable for a greater sum than the maker's last list price in the United Kingdom for the supply of any spare part and at the **insurer's** discretion a cash settlement on this basis may be made if a spare part cannot be obtained. If the supply of any spare part is delayed or repair is postponed and the **insured** uses the Vehicle in a damaged condition the **insurer** will not be liable for the cost of any further **damage** so caused.

Repairs may be commenced if a completed claim form and detailed estimate are sent to the **insurer** on the day instructions to repair are given. Where instructions to repair the Vehicle are given by the **insured** any damaged part which has been replaced should be retained for a period of 10 days following completion of the repairs.

Section 13 – Personal accident

The **insurer** will as a result of an **employee** or spouse of an **employee** sustaining:

a) death

b) total and irrecoverable loss of sight in one or both eyes

c) the total and irrecoverable loss of use of one or more limbs

pay £10,000.

Provided always that:

i) such death or bodily injury is caused by accidental means as a direct result of the use of the Vehicle

ii) the payment will only apply in respect of one occurrence and the **insurer's** total liability will not in aggregate exceed £10,000 in respect of any one person during any one period of insurance.

Exclusions to section 13:

This section does not cover:

1. suicide or attempt thereat
2. any person aged 75 years or over.

Section 14 – Trailers

The indemnity provided under section 2 and sections 10 and 11 if operative will apply in respect of any Trailer the property of or in the care, custody or control of the **insured**.

Provided always that the **insurer** will not be liable:

a) for **property** being carried in or on a Trailer

b) by virtue of this section to indemnify the **insured** in connection with the Vehicle or Trailer while the Vehicle is drawing a greater number of Trailers in all than is permitted by law.

Section 15 – Unauthorised use

The **insurer** will indemnify the **insured** under the terms of section 2 and sections 10 and 11 if operative when the Vehicle is being used without the knowledge or consent of an authorised official of the **insured**. The **insurer** will not be liable under the terms of this section to indemnify any person driving or using the Vehicle.

Section 16 – Foreign use

The **insurer** will indemnify the **insured** in respect of:

a) general average, salvage, sue and labour charges arising from transportation by sea provided always that in respect of the Vehicle section 11 is operative

b) the enforced payment of customs duty following **damage** to the Vehicle giving rise to a valid claim under sections 10 or 11.

Section 17 – Motor Insurance Database

The **insured** will supply details of any Vehicle whose use is insured by this part as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Motor Insurance & Policy Data (MIPD).

Section 18 – Hiring agreements

If to the knowledge of the **insurer** the Vehicle is the subject of any contract or hire purchase agreement all settlements made in cash under sections 10 and 11 will be to the owner whose receipt will constitute a discharge of the **insurer's** liability.

Section 19 – Special exclusions

This part does not cover:

1. **Contractual liability or liquidated damages**
   any liability assumed by the **insured** by agreement which would not have attached in the absence of such agreement and any indemnity in respect of liquidated damages or under any penalty clause

2. **Earthquake or riot**
   any accident, death, bodily injury or **damage** to **property** except under section 2 arising during or in consequence of:
   a) earthquake occurring outside the **territorial limits** or any member of the European Union
   b) riot or civil commotion occurring:
      i) in Northern Ireland
      ii) outside Great Britain, the Isle of Man, the Channel Islands or any member of the European Union

3. **Lessor negligence**
   the owner of a Vehicle leased to the **insured** where liability is caused by the negligence of such owner or the servant or agent of such owner

4. **Unauthorised use**
   any claim while the Vehicle is with the **insured's** knowledge or consent being:
   a) used for any purpose not permitted under the Certificate
   b) driven by any person not authorised under the Certificate.

   This exclusion will not apply to claims under section 9

5. **Unlicensed drivers**
   any claim while the Vehicle is being driven:
   a) by the **insured** unless the **insured** holds a Licence or has held and is not disqualified from holding or obtaining such a Licence
   b) with the **insured's** general consent by any person who the **insured** knows does not hold a Licence unless such person has held and is not disqualified from holding or obtaining such a Licence.

   This exclusion will not apply when section 20 clause 3 operates.

Section 20 – Special conditions

1. **Vehicle maintenance**
   The **insured** will:
   a) take all reasonable steps to maintain and use the Vehicle in an efficient and roadworthy condition
   b) take all reasonable steps to safeguard the Vehicle from **damage**.

2. **Discharge of liability**
   The **insurer** may at any time pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

3. **Unlicensed drivers**
   The requirement of the Certificate that the Driver must hold a Licence or have held and not been disqualified from holding or obtaining such a Licence will not apply in circumstances where a Licence to drive is not required by law.

   Provided always that:
   a) the terms of the Certificate will otherwise apply
   b) in respect of the Vehicle other than any agricultural tractor or self propelled agricultural or forestry machine the person driving is of an age to hold a Licence to drive the Vehicle on a Road.

4. Our rights
The **insurer** will be entitled to possession and ownership of the Vehicle or its remains if any payment is made for actual or constructive total loss of the Vehicle.

5. Law applicable
This part is governed, in relation to each Vehicle insured under this part, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where that Vehicle is used during the majority of the period of insurance or if there is any disagreement about which law applies, the law of the place where that Vehicle is registered. The **insured** agrees to submit to the exclusive jurisdiction of the courts in that place.

Section 21 – Cover
Cover applies within the Geographical Limits in respect of death of or bodily injury to any person or **damage** to **property** caused or arising in the period of insurance stated in the schedule. The extent of cover applicable is as stated in the schedule or any relevant endorsement and the following meanings apply to words and expressions used.

A. Comprehensive
Sections 1 to 22 apply.

B. Comprehensive excluding windscreens
Sections 1 to 22 apply apart from section 11 which is cancelled solely in respect of claims for the breakage of glass windscreens, windows or sunroofs.

C. Third party, fire and theft
Sections 1 to 10, 12 and 14 to 22 apply.

D. Third party and fire
Sections 1 to 10, 12 and 14 to 22 apply. Section 10 is cancelled other than in respect of **damage** caused by fire.

E. Third party and theft
Sections 1 to 10, 12 and 14 to 22 apply. Section 10 is cancelled other than in respect of **damage** caused by theft or attempted theft.

F. Third party
Sections 1 to 9 and 14 to 22 apply.

Section 22 – Excess
Applicable only where stated in the schedule.

Any **excess** stated in the schedule will apply to each of the Vehicles in accordance with the following:

K. Accidental damage
Section 11 **damage** other than damage to Windscreen.

L. Fire
Section 10 **damage** caused by fire.

M. Theft
Section 10 **damage** caused by theft or attempted theft.

N. Windscreens
Section 11 breakage of Windscreen requiring replacement.

P. Third party
Section 2.

Q. Theft total loss
Section 10 **damage** caused by theft or attempted theft where such **damage** renders the Vehicle a total loss constructive or otherwise.

Any **excess** stated in the schedule will be in addition to any other **excess** which may apply.

Section 23 – Additional covers

U. Occasional business use

Applicable only where stated in the schedule.

At the request of the **insured** this part will apply in respect of any Car not the property of, hired, lent or provided by the **insured** while being used in connection with the **business**.

General condition 10 will not apply to this cover.

V. Loss of no claim discount or excess

Applicable only where specified in the schedule.

The insurer will indemnify the Person Insured in respect of:

a) loss of or reduction in No Claim Discount

b) payment of an Excess

incurred as a result of an accident occurring within the **territorial limits** involving a Car which at the time of the accident was being used by the Person Insured in connection with the **business**.

Provided always that:

i) this section does not cover:

1) any claim which is a direct result of the use of a Car by the Person Insured between their domestic residence and their normal place of work

2) any amount in excess of £500 in respect of loss of or reduction in No Claim Discount or £100 in respect of payment of an Excess

3) any temporary payment of an Excess or loss of No Claim Discount.

ii) in the event of loss of No Claim Discount the **insurer** will pay the loss of or reduction in the ensuing years No Claim Discount between that earned and that which would have been earned had the accident not occurred

iii) the calculation of the amount to be paid will be based on the scale of No Claim Discount in force at the time of the accident

iv) on request the Person Insured will provide from their Car insurer evidence stating the:

1) amount of No Claim Discount permanently lost

2) scale of No Claim Discount

3) date of the accident and location

4) amount and reason the Excess applied.

Part M – Motor legal expenses and uninsured loss recovery

The **insurer** for this Part of the policy is ARAG Legal Expenses Insurance Company Limited ('ARAG'). ARAG is the underwriter and provides the legal protection insurance under this section.

This Part of the policy will apply as specified in the schedule and should be read in conjunction with part L.

Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

ARAG Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

Where a law firm is acting as a Representative the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the ARAG Standard Terms of Appointment.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or pays them with the **insurer's** agreement.

Date of Occurrence

For civil cases, 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** first became aware of it.)

Insured Person

The **insured** and any passenger or driver who is in or on the Insured Vehicle with the **insured's** permission. Anyone claiming under this section must have the **insured's** agreement to claim.

Insured Vehicle

Any Vehicle as defined in part L.

Period of Insurance

The period for which the **insurer** has agreed to cover the Insured Person.

Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses 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 the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the ARAG Standard Terms of Appointment.

Reasonable Prospects

The prospects that an Insured Person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.

A Preferred Law Firm, on the **insurer's** behalf, will assess whether there are Reasonable Prospects.

Representative

The Preferred Law Firm, law firm, or other suitably qualified person the **insurer** will appoint to act on the Insured Person's behalf.

Territorial Limit

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, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

Uninsured Losses

Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

REPORTING A CLAIM

Please do not ask for help from a lawyer, before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Phone the **insurer** on **0800 783 6066** as soon as possible after the accident to speak to one of the **insurer's** dedicated customer claims handlers. If the **insured** is calling from outside of the UK, please phone the insurer on **+44 29 2085 4069**

Section 2 – Cover

Insured Incidents

Costs and Expenses incurred to recover Uninsured Losses after an event which causes:

(a) **damage** to the Insured Vehicle or to any property belonging to an Insured Person in or on the vehicle; and/or

(b) death or bodily injury to an Insured Person whilst travelling in or on the Insured Vehicle.

The **insurer** agrees to provide the insurance described in this policy section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

1 Reasonable Prospects exist for the duration of the claim

2 the Date of Occurrence of the insured incident is during the Period of Insurance

3 any legal proceedings will be dealt with by a court, or other body which the **insurer** agrees to, within the Territorial Limit

4 the insured incident happens within the Territorial Limit

What the insurer will pay

The **insurer** will pay a Representative, on behalf of an Insured Person, Costs and Expenses incurred following an insured incident, provided that:

(a) the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000

(b) the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm. The amount the **insurer** will pay a law firm (where acting as a representative) is currently £100 per hour. The amount may vary from time to time

(c) in respect of an appeal or the defence of an appeal, the Insured Person must tell the **insurer** within the time limits allowed that they want to appeal. Before the **insurer** will pay the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist

(d) 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 the **insurer** will pay in Costs and Expenses is the value of the likely award.

What the insurer will not pay

In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the ARAG Standard Terms of Appointment and these will not be paid by the **insurer**.

Section 3 – Special Exclusions

This section of the policy does not cover:

1. A claim where the Insured Person has failed to notify the **insurer** of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or the **insurer** considers their position has been prejudiced.
2. Any Costs and Expenses incurred before the **insurer** accepts the claim.
3. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
4. Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority.
5. Any legal action an Insured Person takes which the **insurer** or the Representative have not agreed to or where the Insured Person does anything that hinders the **insurer** or the Representative.
6. A dispute with the **insurer** not otherwise dealt with under special condition 7.
7. The Insured Vehicle being used by anyone, with the Insured Person's permission, who does not have valid motor insurance.
8. Any claim where an Insured Person is not represented by a law firm or barrister.

Section 4 – Special Conditions

1. An Insured Person must:
   a) co-operate fully with the **insurer** and the Representative;
   b) give the Representative any instructions that the **insurer** asks the **insured** to.
2. a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
   b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm to act as the Representative.
   c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the ARAG Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
   d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3. a) An Insured Person must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer's** expressed consent.
   b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
   c) The **insurer** 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 the **insurer** to take over and pursue or settle a claim in their name. An Insured Person must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give the **insurer** all the information and help the **insurer** needs to do so.
4. a) An Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.
   b) An Insured Person must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6. a) If an Insured Person settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.
   b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

   If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** 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.
8. If there is a disagreement between an Insured Person and the **insurer** on the merits of the claim or proceedings, or on a legal principle, the **insurer** 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 the **insurer** and the cost expressly agreed in writing between the Insured Person and the **insurer**. Subject to this the **insurer** 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 the **insurer** has agreed to) or make a successful defence. This does not affect the Insured Person's rights under Special Condition 7.

9. An Insured Person must:
   a) keep to the terms and conditions of this section of the policy
   b) take reasonable steps to avoid and prevent claims
   c) take reasonable steps to avoid incurring unnecessary costs
   d) send everything the **insurer** asks for in writing; and
   e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
11. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

HOW TO MAKE A COMPLAINT

The **insurer** will always aim to give the **insured** a high quality service. If the **insured** thinks the **insurer** has let the **insured** down, the **insured** can contact the **insurer** by:

- phoning **0344 893 9013**
- emailing **customer-relations@arag.co.uk**
- writing to the **Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW**
- completing the insurer's online complaint form at **www.arag.co.uk/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

The **insured** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action.

DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (ARAG) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – www.arag.co.uk/privacy. If you require a written copy of the **insurer's** privacy notice please email dataprotection@arag.co.uk.

HOW THE INSURER COLLECTS THE INSURED PERSONS INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase an ARAG product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the **insurer's** helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of ARAG.. The **insurer** will also share information with your insurer or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of ARAG please visit the **insurer's** website www.arag.co.uk/privacy.

Your information may be disclosed when the **insurer** believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of ARAG; employees, the public or ARAG property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

WHAT IS THE INSURER'S LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the insurer's legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

WHAT ARE THE INSURED'S RIGHTS?

The following rights are available in relation to the handling of personal data:

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

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

Data Protection Officer
ARAG Legal Expenses Insurance Company Limited
Unit 4a
Greenway Court
Bedwas
Caerphilly
CF83 8DW

Or via Email: dataprotection@arag.co.uk

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk.

Part N – Inspection contract

Section 1 – Definitions

Certain words in this **contract** have special meanings. These meanings are given below and apply wherever the words appear in bold.

Additional services
All services that fall outside of the **inspection service**.

Annexes
The annexes forming part of this **contract** which can be viewed and downloaded from the **contractor's** website at www.zurich.co.uk/municipal.

CLAW
The Control of Lead at Work Regulations 2002 and regulation 4 of the Control of Substances Hazardous to Health (Amendment) Regulations 2004.

Commencement date
The start date of the period of this **contract** stated in the schedule as the effective date from which the **contractor** will provide the **inspection service**.

Competent person
The competent person as defined in the **regulations**.

Confidential information
All technical, business and similar information relating to the business affairs of the **contract holder** and the **contractor** that is confidential or secret in nature.

Contract
This part including:

a) the schedule

b) the **inspection contract quotation**

c) the item specification.

Contract holder
The company, person or persons or other legal entity stated in the schedule.

Contractor
Zurich Management Services Limited whose registered office is: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ Company Number 02741053.

CoSSH
The Control of Substances Hazardous to Health Regulations 2002 (as amended).

Defect
A defect in **plant** that could reasonably be expected to be detected by a **competent person** during an **inspection** and in respect of which it is the **contractor's** judgment that the **contract holder** should take action.

EAW
The Electricity at Work Regulations 1989.

Incident
An incident of damage, injury, loss or death caused or alleged to have been caused by a failure of **plant** following an **inspection** by the **contractor**.

Inspect, inspected
To perform an **inspection**.

Inspection
A visual examination of **plant** by the **contractor** in accordance with:

a) the **regulations** including a **thorough examination** where so required by the **regulations**

b) the **scope**

c) any **SAFed** guidance; and

d) any written scheme of examination agreed between the **contractor** and the **contract holder** following a **risk assessment**.

Inspection contract quotation
The written quotation for the **inspection service** which sets out the proposed **inspection fee**.

Inspection fee
The amount payable for the **inspection service** as stated in the schedule as varied from time to time in accordance with clause 2.6.

Inspection frequency
The maximum interval between **inspections** as recommended by **SAFed** or required under any **regulations** as may be varied by the **competent person** acting in accordance with the **regulations**.

Inspection interval
The period between **inspections** as requested by the **contract holder** which is no longer than the **inspection frequency** or in accordance with a **risk assessment**.

Inspection service
The **inspection** of **plant** at **inspection intervals** and the provision of a **report** in accordance with this **contract**.

IRR
The Ionising Radiations Regulations 1999.

LOLER
The Lifting Operations and Lifting Equipment Regulations 1998.

Mid term adjustment
A change in the **scope**, the list of **plant** or the **inspection interval**.

Normal working hours
Between 08.00 hours and 17.00 hours Monday to Friday except for public holidays.

Plant
The machinery and equipment as stated in the item specification and kept at the **site**.

PSSR
The Pressure Systems Safety Regulations 2000.

PUWER
The Provision and Use of Work Equipment Regulations 1998.

Recommendations
Any recommendations made or issues highlighted by the **contractor** in a **report** including advice on future maintenance of **plant** and recommended follow up tests and **inspections**.

Regulations
All statutes, statutory instruments, orders, laws, **regulations**, guidance and codes of practice issued by a **regulatory body** or industry body which are relevant to **plant** or to which the **contract holder** or the **contractor** are subject in respect of **plant** or the **inspection service**.

Regulatory body
Any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with **plant** or its **inspection** including:

a) the Health and Safety Executive

b) United Kingdom Accreditation Service

c) the police

d) local authority Environmental Health Departments.

Report
A report in the **contractor's** standard format that provides details of **plant inspected** and the **inspection** that was undertaken including any **recommendations** and details of tests undertaken. The report is not a Health and Safety certificate.

Risk assessment
A risk assessment that either:

a) the **contract holder** has provided and that the **contractor** is able to adopt in accordance with the **regulations**

b) the **contractor** has provided to the **contract holder** (which would be an **additional service**).

SAFed
The Safety Assessment Federation or any successor body.

Scope
The scope of the **inspection** as limited and explained in this **contract**.

Site
The locations where **plant** is located as set out in the item specification.

Thorough examination
A systematic and detailed visual examination of **plant** by a **competent person** which is intended to detect any **defects** which are or may become dangerous and which are apparent at the date of examination.

Zurich Engineering
Zurich Engineering a trading name of Zurich Management Services Limited.

Zurich Group
Zurich Insurance Group, a company incorporated in Switzerland (No. CH020.3.023.083-6) Mythenquai 2, Zürich, Switzerland 8002, and its subsidiaries.

Section 2 – Terms and conditions

2.1 Confidentiality
a) Neither the **contract holder** nor **contractor** will disclose or communicate to any third party any **confidential information** obtained from the other party as a result of this **contract**. The **contractor** is entitled to share **confidential information** within the **Zurich Group**.

b) Nothing in this clause will impose an obligation of confidentiality on information:

   i) already in the public domain

   ii) that was rightfully in the possession of such party prior to the **commencement date**

   iii) that is required to be disclosed pursuant to any **regulations** or required by a **regulatory body**.

c) The obligations under this clause will come into effect on the **commencement date** and will survive termination.

2.2 Continuity clause
In consideration of a discount being incorporated in the **inspection fee** the **contract holder** undertakes to offer annually the **inspection service** under this **contract** on the terms and conditions in force at the expiry of each period of **contract** and to pay the **inspection fee** in advance it being understood that:

a) the **contractor** will be under no obligation to accept an offer made in accordance with this condition

b) the **inspection fee** will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 month average Index during the period of 12 months which expires 3 months prior to the month of renewal.

Payment of the **inspection fee** or renewal **inspection fee** will be deemed acceptance by the **contract holder** of this condition.

2.3 Contract duration and renewal
This **contract** will start on the **commencement date** and continue until the end of the period of **contract** unless the **contract holder** or **contractor** terminate it in accordance with clause 2.11.

2.4 Contract holder's responsibilities

a) Notwithstanding the **contractor's** obligations to the **contract holder** under this **contract** it remains the **contract holder's** legal duty to ensure that **plant** is **inspected** as required by the **regulations** and to make any necessary notifications or reports confirming that **inspection** has taken place.

b) In particular the **contract holder** is responsible for ensuring that **plant** is **inspected** within the **inspection frequency** or in accordance with a **risk assessment** which meets the **regulations**. The **contractor** recommends that the **contract holder** establish a system to monitor the frequency of **inspections** in order to ensure compliance with the **regulations**.

c) The **contract holder** will notify the **contractor** in advance of the dates before which **inspection** is required giving sufficient notice for the parties to arrange a mutually convenient appointment.

d) The **contract holder** will liaise with the **contractor** to ensure the planning and carrying out of the **inspection service** as effectively as possible. The **contract holder** will use reasonable endeavours to assist the **contractor** to complete the **inspection** and will not act or fail to act in such a way that might prevent the **contractor** from providing the **inspection service** in line with this **contract**.

e) At or prior to the **inspection** the **contract holder** will provide the **contractor** with relevant information of:

   i) any changes to the quantity of **plant**

   ii) any **plant** that is being operated outside the scope of usual operating conditions

   iii) any modification to **plant** that has been made since the last **inspection**

   iv) any **recommendations** whether made by the **contractor** or any third party

   v) the service history of **plant**

   vi) any information and documents that the **contractor** may reasonably request to enable the **contractor** to perform the **inspection**.

f) The **contract holder** will have **plant** properly cleaned and prepared for **inspection**.

g) The **contract holder** will provide the **contractor** with safe access to the **site** and a safe working environment on the **site**. The **contract holder** will make available any of their staff, premises, facilities, ancillary testing equipment and access equipment as the **contractor** may reasonably request to enable the **contractor** to perform the **inspection**.

h) The **contract holder** retains sole responsibility for the operation of **plant**. Where the operation of **plant** or any ancillary equipment is required for an **inspection** the **contract holder** will make available a skilled and qualified operator of the relevant **plant** and any ancillary equipment.

i) After the **contractor** has completed the **inspection** the **contract holder** is responsible for the reassembly of **plant** except that if the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.

j) Should an **incident** occur the **contract holder** will notify the **contractor** immediately of such **incident** and the involvement of any **regulatory body**. The **contract holder** will provide the **contractor** with all information, documents and assistance as the **contractor** may reasonably request to enable the **contractor** to investigate and understand the **incident**, its causes and effects including access to the **site**, **plant**, the **contract holder's** staff and facilities with reasonable notice.

k) The **contract holder** will act on the information provided in Report of Visit or Customer Advice notifications and will remove **plant** from service where the **contractor** has notified the **contract holder** that an **inspection** that was due could not be started or completed.

2.5 Contractor's responsibilities

a) The **contractor** will **inspect plant** at the **site** in line with the **scope** and within **normal working hours**. The **contractor** will use reasonable endeavours to carry out **inspections** at intervals no longer than the **inspection frequency** or more frequently if set out in the **scope**. The **contractor** will only carry out **inspections** less frequently than the **inspection frequency** where it is in accordance with a **risk assessment**.

b) The **contractor** will act as a **competent person** for the **inspection** and will use reasonable endeavours to ensure that the person performing the **inspection** possesses all necessary skills, experience and qualifications to the extent required by the **regulations** for the **inspection** of the relevant **plant**.

c) The **contractor** will only **inspect plant** that the **contract holder** makes available to the **contractor** and which is in a suitable condition for the **inspection** to take place. If **plant** or any part of **plant** cannot be located or is not made available by the **contract holder** for **inspection** the **report** will state which **plant** or which part of **plant** the **contractor** did not **inspect** and give the reason for this and the **contractor** will not be liable for any failure to **inspect** that **plant**. The **contractor** will notify the **contract holder** in writing within 14 days of any abortive attempts to arrange or attend an **inspection**.

d) The **inspection service** does not cover the preparation, operation, repair or maintenance of **plant**. If the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.

e) While the **contractor** is on site the **contractor** will comply with the **contract holder's** safe systems of work as notified by the **contract holder** provided they do not conflict with **annex** 4. The **contractor** reserves the right not to carry out an **inspection** if in the **contractor's** reasonable opinion to do so would pose an unacceptable risk to the health, safety or welfare of the **contractor**, the **contract holder** or any other person and the **contractor** will notify the **contract holder** of this.

f) The **contractor** will provide the **contract holder** with a **report** setting out:

   i) **plant** which has been **inspected**

   ii) the **scope** of the **inspection**

   iii) the **regulations** which have been applied

   iv) whether any supplementary testing or **additional services** have been carried out

   v) the findings of the **inspection** noting any **defects**. The **contractor** will report **defects** to the **regulatory body** where required to do so by the **regulations**.

g) The **contractor** will categorise **defects** as A–immediate, A-timed or B-**defects** in line with **annex** 3. In summary:

   i) A **defects** pose a risk of injury as specified in the **regulations**.

   ii) A-immediate **defects** are where the risk of injury is immediate or imminent and should be addressed by the **contract holder** before the **plant** is used.

   iii) A-timed **defects** are where the risk of injury is posed in the future and should be addressed by the **contract holder** before the date specified in the **contractor's report**.

   iv) B **defects** may pose a risk of injury but a risk other than as specified in or intended to be addressed by the **regulations**.

h) The **report** may bring to the **contract holder's** attention other noticeable and obvious **defects** that fall outside the **scope** although the **contractor** is not obliged to do so. The **contractor** will not assess the impact of such other **defects** and it will remain the **contract holder's** sole responsibility to assess them and decide what action to take.

i) Where the **contractor** has been unable to start or to complete an **inspection** that was due for whatever reason the **contractor** will issue a Report of Visit or Customer Advice notification explaining why the **inspection** could not be completed. The Report of Visit or Customer Advice will be given a reporting status as per **annex** 3.

j) The **contractor** will issue the **report** to the **contract holder** within 14 days following completion of the **inspection**. Where any **plant** is judged to give rise to 'A' **defects** the **contractor** will also issue a handwritten report prior to leaving the **site** identifying the relevant **plant** and the danger.

   The **report** is issued electronically by default as well as in paper hard copy format where preferred or necessary.

   The **contract holder** agrees that the **report**:

   i) confirms the condition and operability of **plant** at the date of **inspection** only; and

   ii) is not a health and safety certificate nor evidence of full legal compliance of **plant**.

2.6 Contract price and payment

a) The **contractor** is entitled to invoice the **contract holder** for the **inspection fee** on the **commencement date**.

b) The **inspection fee** is set out in the schedule. The **contract holder** must notify the **contractor** immediately if the list of **plant** is incorrect.

c) The **contractor** is entitled to adjust the **inspection fee** where:

   i) any information the **contract holder** provides to the **contractor** or the list of **plant** is not accurate

   ii) the **contract holder** advises the **contractor** of any alterations, modifications or other information regarding **plant**

   iii) the **contract holder** and **contractor** agree in writing to any **mid term adjustments**.

d) The **contractor** is entitled to increase the **inspection fee** where:

   i) **inspections** are undertaken outside **normal working hours** at the **contract holder's** request

   ii) the **contract holder** requires that the **contract holder's** representatives undertake training specific to the **contract holder's** own health, safety and welfare procedures

   iii) the **contractor** is unable to carry out an **inspection** at an agreed time through no fault of the **contractor**

   iv) the **contract holder** requests that the **contractor** re-**inspect** any **plant** through no fault of the **contractor**

   v) the **contract holder** requests paper or duplicate copies of any **report**.

e) Where the **contractor** notifies the **contract holder** of an increase to the **inspection fee** during the period of **contract** the **contractor** is entitled to invoice the **contract holder** for the additional amount. Otherwise any change to the **inspection fee** will be set off against the **inspection fee** for the following period of **contract**.

f) Unless the **contractor** agrees otherwise in writing the **contract holder** must pay all the **contractor's** invoices within 30 days of the date of invoice.

g) Unless otherwise agreed in writing the **inspection fee** is in sterling and exclusive of VAT or any other similar tax or duty levied by any government or other authority.

2.7 General

a) The **contractor** is entitled to apply any monies due to the **contract holder** under this **contract** in or towards any sum the **contract holder** owes the **contractor** in relation to any matter whatsoever and at any time.

b) All notices to be given under this **contract** will be in writing and must be delivered by first class post or by email and will be deemed to have been delivered 48 hours after posting in the case of first class pre-paid letter and at the time stated in the delivery receipt in the case of email unless an undelivered message is received.

c) Failure by either party to enforce any of the rights under this **contract** will not be taken as or deemed to be a waiver of such rights.

d) If any term or provision of this **contract** is held illegal or unenforceable the remainder will remain in full force and effect.

e) The **contract holder** may not assign, transfer or otherwise dispose of the **contract holder's** rights or obligations under this **contract** without the **contractor's** prior written consent. The **contractor** may assign this **contract** to another company in **Zurich Group**.

f) No variation or modification of this **contract** will be valid unless in writing and signed by the **contract holder** and **contractor**.

g) Nothing in this **contract** is intended to or will operate to create a partnership or joint venture of any kind between the **contract holder** and **contractor** or to authorise the **contract holder** or **contractor** to act as agent for the other or bind the other in any way.

h) No third party is entitled to benefit from this **contract** whether under The Contracts (Rights of Third Parties) Act 1999 or otherwise.

i) This **contract** represents the entire agreement between the **contract holder** and **contractor** and supersedes all prior agreements and representations made orally or in writing. In entering into this **contract** neither the **contract holder** nor the **contractor** have relied on nor will have any remedy in respect of any statement or other representation made orally or in writing made by the other.

j) This **contract** will be governed by and construed in accordance with the laws of England and any dispute under or relating to this **contract** will be subject to the exclusive jurisdiction of the English courts.

2.8 Responsibility for issues

a) Except for the types of loss or damage set out in paragraphs c) and d) and subject to the limit of liability in paragraph e) if the **contractor** or the **contractor's** employees, agents or subcontractors are negligent in providing the **inspection service** or breach the **contractor's** obligations in this **contract** then the **contractor** will indemnify the **contract holder** against loss or damage which the **contract holder** suffers as a direct result of:

   i) property damage

   ii) injury to or death of any person

   iii) claims brought against the **contract holder** by a third party.

b) Except for the types of loss or damage set out in paragraph d) and subject to the limit of liability in paragraph e) if the **contract holder** or the **contract holder's** employees, agents or subcontractors are negligent or in breach of **contract** whether or not arising out of an **incident** then the **contract holder** will indemnify the **contractor** against loss or damage which the **contractor** suffers as a direct result of:

   i) property damage

   ii) injury to or death of any person

   iii) claims brought against the **contractor** by a third party.

c) The **contractor** is not liable for:

i) damage to any **plant** as a result of its failure to withstand a test applied as part of an **inspection**

ii) problems which arise or are made worse by the **contract holder** after an **inspection** including any loss or damage which is caused or contributed to by the **contract holder's** failure to follow or apply the **contractor's recommendations**

iii) loss or damage caused or contributed to by any modification to **plant** or use of **plant** outside of normal operating conditions where such modification or use has not been notified to the **contractor** by the **contract holder** before the last **inspection** prior to the date the loss or damage first arose; and

iv) any failure of **plant** unless the **contractor** as a result of the **contractor's** negligence or breach of this **contract** failed to notify the **contract holder** of a **defect** in the **report** which directly caused the failure of **plant**.

d) Notwithstanding anything else contained in this **contract** neither the **contract holder** nor the **contractor** will be liable for loss of profits or contracts, loss of goodwill or any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

e) The **contract holder's** and **contractor's** contract liability will not exceed £10,000,000 in aggregate. For the purposes of this clause "contract liability" means liability howsoever arising under or in relation to this **contract** or the **inspection service** that is not unlimited under paragraph f) or excluded under paragraphs c) or d).

f) Nothing in this **contract** excludes liability for injury to or death of any person caused by negligence or any other liability which cannot be limited or excluded by law (for which no limit applies).

2.9 Sanctions

Notwithstanding any other terms of this **contract** the **contractor** will not provide any service or benefit to the **contract holder** or any other party to the extent that such service or benefit would violate any applicable trade or economic sanctions law or regulation.

2.10 Subcontracting

The **contractor** may subcontract in whole or in part any of their obligations under this **contract**. The **contractor** will retain responsibility for the execution of any subcontracted work in accordance with this **contract**.

2.11 Termination

a) The **contractor** may terminate this **contract** on 30 days written notice. If the **contract holder** has paid the **inspection fee** in full the **contractor** will refund the proportion of the **inspection fee** that covers any **inspections** that are outstanding.

b) Either the **contractor** or the **contract holder** may terminate this **contract** by giving written notice to the other if the other:

i) commits any breach of **contract** and fails to remedy the breach within 30 days after being required to do so in writing

ii) goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

Any refund is subject to clause 2.7 a).

Part O – Plant protection

Section 1 – Special definitions

Boiler and Pressure Plant
Those parts of the permanent structure including fittings and direct attachments of Plant subject to steam or other fluid pressure excluding except where specifically stated in the item specification:

a) superheaters or economisers

b) interconnecting piping or anything attached to such piping

c) ancillary electrical and mechanical plant

d) foundations, masonry, brickwork and chimneys.

Breakdown
a) The breaking, distortion or burning out of any part of an item of Plant while in ordinary use arising from either mechanical or electrical defect in the item causing its sudden stoppage including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine

b) the fracturing of any part of Plant by frost when such fracture renders such Plant inoperative

c) the complete severance of a rope forming part of Plant designed for lifting but not breakage or abrasion of individual wires or strands even if this necessitates replacement of such rope.

Collapse
The sudden and dangerous distortion whether or not attended by rupture of any item of Boiler and Pressure Plant caused by crushing stresses by force of steam or other fluid pressure other than pressure of ignited flue gases.

Damage
Sudden and unforeseen **damage**.

Electrical and Mechanical Plant
All integral parts of Plant including the individual switchgear for a motor and the wiring between the motor and its switchgear or between a generator and switchboard excluding foundations, masonry or brickwork.

Explosion
The sudden and violent rending of any item of Boiler and Pressure Plant by force of internal steam or other fluid pressure other than pressure of chemical action or of ignition of the contents or of ignited flue gases causing bodily displacement of any part of such Plant together with forcible ejection of the contents.

Fragmentation
Damage to Own Surrounding Property arising from fragmentation of any part of the Plant described in the plant specification.

Lifting and Handling Plant
a) In respect of Plant comprising lifts, platform hoists and lifting tables all integral parts up to and including main circuit breakers or control valves excluding any supporting structure or foundations, masonry or brickwork

b) in respect of cranes and other lifting Plant:

   i) all parts commencing in the case of a fixed unit at the point or points of anchorage and in the case of a travelling unit at and including the track wheels and terminating in the case of any unit at the hook, shackle or other connection to the burden rope or chain by which the load or appliance is attached; and

   ii) all electrical equipment by which such Plant is driven commencing at the intake switch or plug or other connection on such Plant

excluding except where specifically stated in the item specification fixing bolts or appliances or the track upon which such Plant works.

Own Surrounding Property
Property belonging to the **insured** or in the **insured's** custody or control other than:

a) any part of Plant causing the Damage or any machinery or apparatus directly driving or driven by such Plant

b) **property** being lifted, conveyed, handled, heated, cooled, processed by or contained in Plant.

Plant
The machinery and equipment stated in the item specification the subject of a concurrent engineering inspection contract with Zurich Management Services Limited and kept at the Site.

Site
The locations stated in the item specification.

Storage Tank
Any permanently installed enclosed receptacle used for storage of fuel oil including supply and delivery piping excluding:

a) flexible piping

b) pipes buried in the ground or in concrete, masonry or brickwork

c) any supporting structure or foundation.

Section 2 – Cover
In the event of Damage occurring during the period of insurance the **insurer** will pay the **insured** the value of the **property** insured at the time of its Damage or the cost of repair of the Damage or at the **insurer's** option indemnify the **insured** by reinstatement, replacement or repair provided always that the **insurer's** liability will not exceed the amount stated in the schedule as the limit of indemnity in respect of all claims arising out of any one occurrence or arising out of all occurrences of a series consequent upon or attributable to one original cause.

The cover provided is determined by cover code as defined below and stated in the item specification against the item or type of Plant to which it applies.

Cover code B – breakdown
Damage to any item of Plant caused by its own Breakdown.

Cover code EC – explosion and collapse
Damage to any item of Boiler and Pressure Plant caused by its own Explosion or Collapse.

Cover code F – fragmentation
As defined in Section 1.

Cover code G – lifted goods
Damage to **property** belonging to the **insured** or in the **insured's** custody or control occurring while such **property** is being handled or lifted by an item of Plant and arising out of its use provided always that any appliance for attaching the load to such Plant complies with any statutory obligations concerning its examination and certification.

Cover code L – storage tank contents
a) Loss of contents of any Storage Tank

b) the cost of removing any escaped liquid following such loss

as a result of Damage to a Storage Tank for which liability has been admitted by the **insurer** excluding loss caused by evaporation, seepage or normal trade loss.

Cover code R – reinstatement
In the event of Damage to Plant for which a claim is admitted by the **insurer** the basis upon which the amount payable is to be calculated will be **reinstatement** subject to the supplementary conditions stated in clause 2.9.

Cover code S – sudden and unforeseen damage
Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue including Damage caused by Breakdown, Explosion and Collapse.

Cover code W – ingress of water
Damage to Plant caused by accidental ingress of water.

2.1 Capital additions

This part includes additional Plant which is installed and ready for use at the Site and falling within the description of Plant types already insured under this part.

Provided always that:

a) the **insured** will supply to the **insurer** details of additional Plant as soon as reasonably practicable but not later than 12 months after the cover has applied and pay the additional premium required on the basis agreed between the **insured** and the **insurer** from the date of installation

b) such Plant is free from material defects known to the **insured** and complies with any statutory obligation concerning its examination and certification

c) the **insurer** is entitled to withdraw cover if such Plant is found to be unsatisfactory for insurance following inspection by the **insurer**.

2.2 Debris removal

This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent following indemnifiable Damage for an amount not exceeding £25,000 or 20% of the indemnifiable Damage whichever is the lesser in:

a) removing debris including compliance with the Waste Electrical and Electronic Equipment Directive (WEEE)

b) dismantling or demolishing

c) shoring up, propping or boarding up

of **property** following insured Damage.

The **insurer** will not pay for any costs or expenses:

i) incurred in removing debris except from the site of such **property** suffering Damage and the area immediately adjacent to such site

ii) arising from pollution or contamination of **property** not insured under this part.

2.3 Emergency services

This part includes emergency service charges for which the **insured** may be liable not exceeding £15,000 in respect of each and every claim for Damage for which liability is accepted by the **insurer**.

2.4 European Union and public authority requirements (including undamaged property)

Subject to the following supplementary conditions this part includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

a) European Union legislation

b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

hereinafter referred to as 'the Stipulations' in respect of Damage to the **property** insured and undamaged portions thereof.

The **insurer** will not pay for:

i) the cost incurred in complying with the Stipulations:

   1) in respect of loss or damage not insured under this part

   2) under which notice has been served upon the **insured** prior to the happening of Damage

   3) 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** suffering Damage 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 its owner by reason of compliance with the Stipulations.

Supplementary conditions

1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the **insurer's** liability not being increased.
2. If the **insurer's** liability under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then the **insurer's** liability under this clause will be reduced in like proportion.

2.5 Expediting expenses
This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport provided always that the cost does not exceed 50% of the amount payable by the **insurer** in respect of the Damage to **property** insured or £50,000 whichever is the lesser.

2.6 Loss minimisation and prevention expenditure
The insurance under this part includes reasonable costs and expenses necessarily incurred by the **insured** in:

a) preventing or mitigating Damage to insured **property** in the event of imminent Damage

b) preventing or mitigating further Damage to insured **property** after or in consequence of actual Damage.

Provided always that:

i) the impending Damage was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred

ii) the costs and expenses incurred prevented or mitigated the Damage

iii) the **insurer's** limit of indemnity does not exceed £25,000 in the aggregate in any one period of insurance.

2.7 Own surrounding property
This part includes Damage to Own Surrounding Property directly resulting from insured Damage to Plant or in the case of Lifting and Handling Plant caused by impact through the normal operation of Plant even though such Plant does not itself suffer Damage excluding Damage to Own Surrounding Property caused by leakage from Plant provided always that the cost does not exceed the limit of indemnity stated in the schedule.

2.8 Payments on account
At the **insurer's** discretion payments on account may be made to the **insured** but in no case will any payment exceed the **insurer's** liability in respect of the limit of indemnity stated in the schedule.

2.9 Reinstatement basis
Subject to the following supplementary conditions the basis upon which the amount payable in respect of Plant not more than 2 years old and Own Surrounding Property is to be calculated will be **reinstatement**.

Supplementary conditions
1. The **insurer's** liability for the repair of partially damaged **property** will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
    a) unless **reinstatement** commences and proceeds without delay
    b) until the cost of **reinstatement** has been incurred
    c) if the **property** insured at the time of its Damage is insured by any other insurance effected by or on the **insured's** behalf which is not on the same basis of **reinstatement**.
3. All the terms and conditions of this part will apply:
    a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
    b) where claims are payable as if this clause had not been incorporated.

2.10 Temporary removal
This part includes Damage to Plant while temporarily removed to any other premises or working site within the **territorial limits**, the European Economic Area and Switzerland and while in transit other than by sea or air to and from such premises or working site.

Provided always that the **insurer's** total liability in respect of Damage to **property** insured which is in transit or temporarily located at other premises will not exceed £100,000 any one **event**.

Section 3 – Special exclusions

This part does not cover:

1. **Consequential loss**
   compensation for loss of use or consequential loss of whatsoever nature

2. **Corrosion and erosion**
   the cost of rectifying or making good any form of corrosion or erosion howsoever arising but resulting Damage is not excluded

3. **Current report of inspection**
   loss or damage caused to any item of Plant unless the item has a current report of inspection issued by a competent inspection authority.

   Provided always that for the purposes of this exclusion any item the status of which remains 'not available' or 'not located' 60 days after the issue date of the report of inspection in which such status was first set will be deemed not to have a current report of inspection until it has next been inspected

4. **Excluded parts**
   loss or damage to:

   a) glass or non-metallic parts

   b) any device for safety or protection when it operates for that purpose

   c) bulbs, thermionic valves, electric heating elements, photo electric cells, transistors, cathode ray and x-ray tubes and similar apparatus

   d) track rails, wear plates, cutting edges, crushing, grinding or hammering surfaces, cutting, shaping or drilling tools and the like

5. **Fire and perils**
   loss or damage by fire howsoever caused, lightning, explosion other than Explosion where cover code S or EC applies, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the Site or at any other premises or working site while temporarily removed

6. **Inadequate maintenance**
   loss or damage to any item of Plant caused by or arising from non-compliance by the **insured** with the maintenance requirements specified by the Plant manufacturer or supplier

7. **Installation**
   loss or damage to any item of Plant during its installation, erection or dismantling

8. **Known defects**
   loss or damage caused by known defects which are noted on the current report of inspection regardless of which competent inspection authority issued the current report.

   If the current inspection report was not issued by the **insurer** then the **insurer** will require the **insured** to supply the **insurer** with a copy of that report if requested

9. **Modifications**
   loss or damage to any item of Plant caused by or arising from modifications to that item beyond the specifications laid down by its manufacturer

10. **Multiple lifts**
    loss or damage arising out of any raising or lowering operations in which a single load is shared between any item of Lifting and Handling Plant and any other equipment unless such operation is carried out in accordance with the British or European Code of Practice for the Safe Use of Cranes applying at the time of loss

11. **Newly installed plant**
    loss or damage to any item of Plant due to its own Breakdown, Explosion or Collapse:

    a) where it has not successfully completed its performance acceptance tests

    b) occurring within 28 days of its initial installation at the Site

12. Product recall

loss or damage to any item of Plant caused by or arising from non-compliance by the **insured** with a recall notice issued by the Plant manufacturer or supplier

13. Supplier's responsibility

loss or damage for which a manufacturer, supplier, contractor or repairer is responsible to the extent that the **insured** is able to recover from such party either by law or under contract

14. Testing or repair

loss or damage to any item of Plant:

a) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading

b) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul

15. Wear and tear

the cost of rectifying or making good wear and tear, scratching of painted or polished surfaces, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams but resulting Damage is not excluded

16. Electronic risks

a) loss or damage caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not

b) loss, cost or expense directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

Section 4 – Special provisions

1. Obsolete or foreign plant

In the event of a claim in respect of Plant which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock the **insurer's** liability will be limited to the price of corresponding parts of current Plant of similar size and type together with the estimated cost of installing them.

2. Subrogation waiver

In the event of a claim the **insurer** agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

a) any company standing in the relation of parent to subsidiary or subsidiary to parent to the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Damage

b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Damage.

3. Suspension of cover

The **insurer** reserves the right at any time to suspend the insurance on any Plant until the **insurer's** requirements for its safe operation have been fulfilled.

Section 5 – Special condition

1. Access

The **insured** will afford reasonable facilities for the **insurer's** representatives to examine any Plant.

Part P – Deterioration of stock

Section 1 – Special definitions

Accident

a) Rise or fall in temperature in the cold chambers of the Refrigeration Plant at the **premises** as a direct result of:

   i) sudden and unforeseen **damage** to the Refrigeration Plant or non-operation of its controlling devices by any cause not otherwise excluded

   ii) failure of the public supply of electricity at the terminal ends of the supplier's service feeders at the **premises**

   iii) failure of the electrical installation connecting the Refrigeration Plant to the supplier's service feeders

b) action of refrigerant fumes escaping from the Refrigeration Plant.

Refrigeration Plant

Refrigerators and freezers advised to the **insurer**.

Replacement Value

The cost of replacing the Stored Goods including the cost of any processing and packaging undertaken by the **insured**.

Stored Goods

Chilled or frozen foods contained in the Refrigeration Plant or elsewhere at the **premises** and which would have been contained in the Refrigeration Plant but for an Accident.

Section 2 – Cover

In the event of deterioration, putrefaction or contamination of Stored Goods caused by an Accident the **insurer** will indemnify the **insured** in respect of:

a) their Replacement Value less any amount received by the **insured** from their sale

b) reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in their value which but for such additional expenditure would have taken place but not exceeding the amount of the reduction avoided

less any sum saved in respect of any costs or expenses which may cease or are reduced in consequence of the Accident.

The **insurer's** liability will not exceed the sum insured stated in the schedule in any one period of insurance.

2.1 Additional costs

The **insurer** will also indemnify the **insured** in respect of additional costs incurred by the **insured** with the **insurer's** consent for:

a) obtaining a condemnation certificate issued by an environmental health officer as proof of loss in respect of any valid claim

b) the disposal of Stored Goods for which a condemnation certificate has been issued as a result of an Accident for which the **insurer** has admitted liability

c) the cleaning or decontamination of the Refrigeration Plant following an Accident for which the **insurer** has admitted liability.

The amount payable under additional costs will be in addition to the sum insured stated in the schedule and in respect of any one occurrence will not exceed £25,000 or 10% of the sum insured stated in the schedule, whichever is the lesser.

2.2 Automatic reinstatement of sum insured

In the absence of written notice by the **insurer** or the **insured** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which the **insured** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance.

2.3 Loss minimisation and prevention expenditure

The insurance under this part includes reasonable costs and expenses necessarily incurred by the **insured** in:

a) preventing or mitigating **damage** to Stored Goods in the event of an imminent Accident

b) preventing or mitigating further **damage** to Stored Goods after or in consequence of actual **damage**.

Provided always that:

i) the impending Accident was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred

ii) the costs and expenses incurred prevented or mitigated the **damage**

iii) the **insurer's** limit of liability does not exceed £2,500 in the aggregate in any one period of insurance.

Section 3 – Special exclusions

This part does not cover:

1. Consequential loss

consequential loss of whatsoever nature

2. Fire and perils

loss or damage in consequence of fire howsoever caused, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the **premises** or at any other premises or working site while temporary removed

3. Utilities

loss or damage in consequence of a failure of the supply of electricity directly or indirectly due to:

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

b) a scheme of rationing not necessitated by loss or damage to the supplier's generating or supply equipment

c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees

4. Electronic risks

a) loss or damage caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not

b) loss, cost or expense directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

Section 4 – Special provisions

1. Subrogation waiver

In the event of a claim the **insurer** agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

a) any company standing in the relation of parent to subsidiary or subsidiary to parent to the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Accident

b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Accident.

2. Underinsurance

If at the commencement of an Accident the sum insured at the **premises** where the Accident has occurred is less than the total Replacement Value of the Stored Goods thereat the **insured** will be considered as being their own insurer for the difference and the amount payable will be proportionately reduced.

For the avoidance of doubt solely in respect of any item under this policy that is declared to be subject to underinsurance clause c) iii) of general condition 6 will not apply.

Section 5 – Special condition

1. Access

The **insured** will afford reasonable facilities for the **insurer's** representatives to examine any Refrigeration Plant.

Part R – Personal accident

Section 1 – Special definitions

Annual Salary
The total annual gross salary excluding overtime, bonus or commission payments (unless specifically agreed otherwise) payable by the **insured** to the Insured Person at the date Bodily Injury is sustained.

Benefit Period
The total period (not necessarily consecutive) for which benefits for Temporary Total Disablement or Temporary Partial Disablement are payable in respect of any one loss to any Insured Person.

Where an Insured Person is employed by the **insured** on a fixed period contract the benefit period will cease at expiry of the contract or as defined in the schedule whichever is earlier.

Bodily Injury
Bodily injury which is caused by an Event.

Channel Islands
Jersey, Guernsey, Alderney and Sark.

Child
Any child of an Insured Person who is unmarried and dependant and under 18 years of age or under 25 years of age if in full time education.

Conveyance
An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

Country of Permanent Residence
The country where an Insured Person resides indefinitely or where an Insured Person has the intent to reside indefinitely.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

Country of Secondment
The country where an Insured Person:

a) temporarily resides under a contract of employment with the **insured**

b) undertakes an activity associated with the **business**

for more than 6 months and agreed by the **insurer** in a Country of Secondment endorsement attached to and forming part of this policy.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

Deferment Period
The beginning of a period of temporary disablement during which compensation for Temporary Total Disablement or Temporary Partial Disablement will not be payable.

Employee
Any person under a contract of service or apprenticeship with the **insured** or any person the **insured** has the right to instruct in their performance.

Event
A sudden, unforeseen and identifiable occurrence.

All occurrences or series of occurrences arising from or attributable to one source or original cause will be regarded as a single occurrence where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

Event Aggregate Limit
The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event as stated in section 4.

Gross Weekly Wage
The gross average weekly equivalent of Annual Salary.

Hijack
The unlawful seizure or taking control of a Conveyance in which the Insured Person is travelling.

Insured Person
Any person or category of persons as stated in the schedule.

Journey
A journey not exceeding 6 months in duration authorised by the **insured** and undertaken by an Insured Person in connection with the **business** and commencing during the period of insurance.

Kidnap
The unlawful abduction and detention of an Insured Person against their will.

Loss of Limb
a) In the case of a lower limb loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot

b) in the case of an upper limb loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

Loss of Sight
The total loss of sight which will be deemed to have occurred:

a) in both eyes when the condition is shown to the **insurer's** satisfaction to be permanent and without expectation of recovery and the Insured Person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the **insurer** is satisfied that the condition is permanent and without expectation of recovery.

Medical Expenses
All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner and all hospital, nursing home or ambulance charges. Dental, optical expenses and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

Medical Practitioner
Any legally qualified Medical Practitioner other than an Insured Person, a member of the immediate family of an Insured Person or a non-executive director of the **insured**, a **director** or Employee**.**

Multi-Engined Aeroplane Limit
The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event involving the same multi-engined aeroplane as stated in section 4.

Operative Time
The period of time during which the **insured** or an Insured Person are covered under this part as stated in the schedule.

Other Forms of Aerial Transport Limit
The maximum amount for which the **insurer** can be held liable in respect of all claims for Bodily Injury arising out of any one Event involving the same aircraft (not being a multi-engined aeroplane) as stated in section 4.

Paraplegia
The permanent and total paralysis of the 2 lower limbs.

Partner
The spouse, co-habiting partner or any other person recognised as the lawful partner of the Insured Person.

Permanent Total Disablement
a) In respect of an Insured Person who is an Employee and below state retirement age or above 16 years of age: disablement caused other than by Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech which will in all probability totally prevent the Insured Person from engaging in their Usual Occupation for the remainder of their life.

b) In respect of an Insured Person who is not an Employee or is an Employee above the state retirement age or below 16 years of age: disablement caused other than by Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech which will in all probability entirely prevent the Insured Person from engaging in any occupation for the remainder of their life.

Quadriplegia
The permanent and total paralysis of all 4 limbs of the body.

Temporary Partial Disablement
a) In respect of an Insured Person who is an Employee and below state retirement age or above 16 years of age: disablement which prevents the Insured Person from engaging in more than 60% of their Usual Occupation for the Benefit Period.

b) In respect of an Insured Person who is not an Employee or is an Employee above the state retirement age or below 16 years of age: disablement of the Insured Person to a substantial extent from engaging in any and every occupation for the Benefit Period.

Temporary Total Disablement
a) In respect of an Insured Person who is an Employee and below state retirement age or above 16 years of age: disablement which totally prevents the Insured Person from engaging in all elements of their Usual Occupation for the Benefit Period.

b) In respect of an Insured Person who is not an Employee or is an Employee above the state retirement age or below 16 years of age: disablement which entirely prevents the Insured Person from engaging in any occupation for the Benefit Period.

Total Loss of Hearing
Total and permanent loss of hearing.

Total Loss of Speech
Total and permanent loss of speech.

United Kingdom
England, Scotland, Wales and Northern Ireland.

Usual Occupation
The main occupation of the Insured Person for which they are suited by training and qualifications under a contract of employment with the **insured.**

War
Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

Section 2 – Cover
If an Insured Person sustains Bodily Injury during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** the appropriate benefit stated in the schedule.

In respect of any one Insured Person a benefit will not be payable under more than one of benefits 1 to 7 with the exception of benefit 6 or benefit 7 which are payable in addition to benefit 4. Any benefit payable under benefit 8 or benefit 9 will immediately cease should a benefit under one of benefits 1 to 7 subsequently be payable by the **insurer** to the **insured**.

In respect of an Insured Person under the age of 16 the maximum compensation payable under benefit 1 will be £10,000.

2.1 Childcare costs and domestic staff expenses
In the event of a claim being agreed by the **insurer** for Temporary Total Disablement the **insurer** will indemnify the **insured** on behalf of any **director** or Employee for childcare costs and domestic staff expenses up to a maximum amount of £500 per week for a maximum period of 26 weeks or until the date of return full time to Usual Occupation whichever is the lesser period.

2.2 Coma benefit
In the event of the continuous unconsciousness of the Insured Person caused solely and independently by Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** £375 per week for each full week of continuous unconsciousness up to a maximum period of 104 weeks.

2.3 Damage to personal effects
If an Insured Person sustains **damage** to their personal effects consisting of money, articles of clothing, footwear and other **property** worn or carried by the Insured Person as a result of Bodily Injury in respect of which benefit becomes payable under this part or unprovoked assault during the Operative Time the **insurer** will pay the **insured** up to a maximum amount of £1,000.

2.4 Dental injury expenses
If an Insured Person sustains **damage** to teeth or fixed dentures during the Operative Time the **insurer** will pay the **insured** for the cost of necessary dental treatment required within 12 months of the Event giving rise to the **damage** up to a maximum amount of £2,000.

2.5 Dependants' benefit
If a payment is made under benefit 1 the **insurer** will pay the **insured** an amount per Child of 2% of the amount stated under benefit 1 subject to a maximum of £5,000 per Child and up to a total of 10% of the amount stated under benefit 1 or £50,000 whichever is the lesser.

2.6 Disability assistance
If an Insured Person sustains Bodily Injury during the Operative Time that within 24 months solely and independently of any other cause results in either Paraplegia or Quadriplegia the **insurer** will pay the **insured** up to £20,000 for expenses incurred with the **insurer's** prior written consent for alterations that are required to the Insured Person's home or car.

Provided always that expenses must have been incurred within 12 months of the **insured** receiving a benefit payment for either Paraplegia or Quadriplegia from the **insurer**.

2.7 Disappearance
If an Insured Person disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the Insured Person**'s** death resulted from Bodily Injury during the Operative Time the **insurer** will pay the **insured** the sum insured under benefit 1 in the schedule. If it later transpires that the Insured Person has not died any amount paid will be refunded by the **insured** to the **insurer**.

2.8 Domestic travel expenses
If an Insured Person sustains Bodily Injury while on a Journey during the Operative Time and requires an in-patient hospital admission within the Insured Person's Country of Permanent Residence or Country of Secondment the **insurer** will pay the **insured** up to £5,000 for all reasonable costs necessarily incurred for:

a) travel, sustenance and accommodation expenses for up to 2 nominated persons who on medical advice are required to travel to or remain with the Insured Person until the Insured Person's return to the place where the Insured Person permanently resides within the country where they are an in-patient

b) the return transportation of the Insured Person to the place where the Insured Person permanently resides within the country where they are an in-patient

c) the transportation of the Insured Person to their final resting place within their Country of Permanent Residence or Country of Secondment in the event of the death of the Insured Person as a result of such Bodily Injury.

2.9 Exposure
If an Insured Person suffers unavoidable exposure to the elements during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** in accordance with the benefits stated in the schedule.

2.10 Facial scarring
If an Insured Person sustains Bodily Injury during the Operative Time which results in permanent scarring to no less than 15% of the facial area the **insurer** will pay the **insured** £1,500 and this benefit will be increased proportionally to a maximum amount of £10,000 on the basis of actual scarring of the facial area up to 100%.

2.11 Funeral expenses
If a payment is made under benefit 1 the **insurer** will pay the **insured** up to £10,000 for reasonable funeral expenses. The **insurer** will not be liable for more than the Event Aggregate Limit stated in section 4.

2.12 Hijack or kidnap
If an Insured Person is the victim of a Hijack or Kidnap during the Operative Time the cover provided under this section will remain in force until the Insured Person has returned to their Country of Permanent Residence or Country of Secondment or until a period of 12 months from the date of the Hijack or Kidnap has expired whichever occurs first.

2.13 Hospitalisation benefit
If an Insured Person is admitted to hospital as an in-patient as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** £375 for each full week of hospitalisation up to a maximum period of 52 weeks.

2.14 Medical expenses
If an Insured Person incurs Medical Expenses as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** up to 20% of the amounts paid under benefits 1 to 7 inclusive or 30% of the amounts paid under either benefit 8 or benefit 9 whichever is the greater but not exceeding £20,000.

2.15 Moving costs
Where an Insured Person sustains Permanent Total Disablement and the **insurer** agrees to a claim for such disablement the **insurer** will pay the **insured** on behalf of the Insured Person up to a maximum amount of £20,000 for estate agent's fees, stamp duty and removal costs incurred by the Insured Person within 24 months of the Event giving rise to the disablement as a result of which it becomes necessary to move their permanent residence to an alternative permanent residence.

2.16 Permanent partial disablement
If the Insured Person sustains permanent partial disablement during the Operative Time the **insurer** will pay the **insured** the following percentages of the sum insured under benefit 4 for permanent severance or permanent total loss of use of:

a)	one thumb	30%
b)	forefinger	20%
c)	any finger other than forefinger	10%
d)	big toe	15%
e)	any toe other than big toe	5%
f)	shoulder or elbow	25%
g)	wrist, hip, knee or ankle	20%
h)	lower jaw by surgical operation	30%

Provided always that:

i) when an Insured Person suffers more than one form of permanent partial disablement as a result of an Event the percentages from each will be added together but the **insurer** will not pay more than 100% of benefit 5

ii) any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the Insured Person's occupation

iii) if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made.

2.17 Physiotherapy
In the event of a claim being agreed by the **insurer** for Temporary Total Disablement the **insurer** will pay the **insured** on behalf of the Insured Person for the cost of physiotherapy up to a maximum amount of £500.

2.18 Rehabilitation support
Where an Insured Person suffers Bodily Injury resulting in disablement for which the **insurer** agrees to pay a benefit under this part the **insurer** will at its discretion for a maximum period of 12 months from the date of such disablement enlist the services of Zurich General Insurance Rehabilitation team to:

a) carry out by telephone an initial medical assessment of the Insured Person in conjunction with the Insured Person's medical advisors and discuss options for beneficial medical, prosthetic and counselling services

b) provide support to the Insured Person during the recovery period to minimise the effects of their Bodily Injury and to follow the agreed rehabilitation plan and to advise on and coordinate a return to work plan.

Provided always that the **insured** or the Insured Person will bear the cost of any treatment or other services taken up as a result of such support or arrangements offered or made by Zurich General Insurance Rehabilitation team other than that cost allowed for under clause 2.17.

2.19 Retraining expenses – Insured person or partner
If the **insurer** makes a payment for Permanent Total Disablement the **insurer** will also pay the **insured** up to £15,000 for reasonable expenses incurred in retraining any **director** or Employee for an alternative occupation and in the event of the **director** or Employee being unable to undertake retraining for any alternative occupation the **insurer** will pay the **insured** up to £15,000 for reasonable expenses incurred in retraining the **director's** or Employee's Partner for a new or alternative occupation.

Section 3 – Special exclusions

This part does not cover any expense or loss arising from:

1. **Active service**
   an Insured Person engaging in active service in any of the armed forces of any nation

2. **Age limitation**
   an Insured Person who has attained the age of 90 years unless such Bodily Injury, loss or expense occurs during the period of insurance in which the Insured Person attains the age of 90 years

3. **Excluded activities**
   an Insured Person engaging in:

   a) motor cycling

   b) racing of any kind other than on foot

   c) winter sports other than skiing or snowboarding in the United Kingdom on a dry ski slope or within a snow dome, skating or curling

   d) aerial pursuits including but not limited to ballooning, bungee-jumping, gliding, hanggliding, micro lighting, parachuting, paragliding or parascending

   e) jet skiing or white water rafting

   f) mountaineering or rock climbing using ropes or guides

   g) hiking, trekking or mountaineering above 3,000 metres

   h) caving using caving equipment

   i) diving using external breathing apparatus

4. **Excluded causes**
   any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post traumatic stress disorder other than as a direct result of Bodily Injury caused by an Event

5. **Excluded travel to dangerous or unsettled areas**
   a Journey to countries and specific areas in countries where at the time of booking or departure the Foreign, Commonwealth & Development Office are advising against all travel or all non-essential travel

6. **Non-passenger air travel**
   an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

7. **Suicide or self-injury**
   an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury

8. **War risks**
   War within the Insured Person's Country of Permanent Residence or Country of Secondment.

Section 4 – Special provisions

1. **Any one insured person maximum benefit**
   The maximum amounts payable under this part are as follows:

Maximum benefit any one Insured Person (benefits 1 to 7)	£1,000,000
Maximum benefit any one Insured Person (benefits 8 and 9)	£500,000

2. **Event aggregate limitation**
   The maximum amount payable under this part as the Event Aggregate Limit is £5,000,000

   Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event exceeds the Event Aggregate Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Event Aggregate Limit.

3. Multi-engined aeroplane and other forms of aerial transport limitation

The maximum amounts payable under this part are as follows:

Multi-Engined Aeroplane Limit	£1,000,000
Other Forms of Aerial Transport Limit	£500,000

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event involving the same:

a) multi-engined aeroplane exceeds the Multi-Engined Aeroplane Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Multi-Engined Aeroplane Limit

b) aircraft (not being a multi-engined aeroplane) exceeds the Other Forms of Aerial Transport Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Other Forms of Aerial Transport Limit.

4. Persons over 75

For Insured Persons over the age of 75 years no amount will be payable under this part other than in respect of benefits 1, 2 and 4.

Section 5 – Special conditions

1. Assignment

This insurance may not be assigned without the prior written consent of the **insurer**.

2. Duplicate cover

If a loss is covered under this part or any section of part S to this policy the **insurer** will provide cover under the section or part that provides the most cover but never under more than one section or part. In no event will the **insurer** make duplicate payments for the same loss.

3. Interest

No sum payable under this part will carry interest.

4. Reasonable care

The **insured** and any Insured Person will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this part.

5. Special claims conditions

It is a condition precedent to the **insurer's** liability under this part that in the event of any circumstances which could give rise to a claim the **insured** will:

a) i) give notice to the **insurer** as soon as reasonably possible in writing

ii) make no admission of liability without the **insurer's** prior written consent

iii) provide the **insurer** or the **insurer's** appointed representatives with:

1) all necessary assistance in a timely manner

2) all information reasonably required

3) all documentation and records necessary to establish and assess indemnity under this part

iv) prove the loss to the **insurer's** reasonable satisfaction

v) forward immediately to the **insurer** or the **insurer's** representatives any letter, writ or other document received in connection with any claim made under this part

vi) assist and concur with all reasonable arrangements for the **insurer's** medical advisers to examine an Insured Person in respect of whom a claim has arisen

b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by the **insurer** on all matters connected with a claim at such reasonable time and place as the **insurer** may designate.

No act by the **insurer** or the **insurer's** representatives in connection with any investigation will be deemed a waiver of any defence which the **insurer** might otherwise have. All acts will be deemed to have been made without prejudice to the **insurer's** liability.

The **insurer** reserves the right to:

a) take such steps as the **insurer** deems necessary to prevent, mitigate or minimise a loss

b) take over and conduct the defence or settlement of claims made against an Insured Person that is covered by this part

c) pursue all rights or remedies available to the **insured** whether or not payment has been made.

6. Third party rights

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part is not enforceable by any Insured Person or any other third party.

Part S – Business travel

Section 1 – Special definitions

Bodily Injury
Bodily injury which is caused by an Event.

Cancellation or Curtailment Limit
The maximum amount for which the **insurer** can be held liable in respect of all claims under section 2E for loss and expense arising out of any one Event as stated in section 4.

Channel Islands
Jersey, Guernsey, Alderney and Sark.

Child
Any child of an Insured Person who is unmarried and dependant and under 18 years of age or under 25 years of age if in full time education.

Consultants' Costs
Reasonable fees and expenses of the **insurer's** chosen consultants necessarily incurred in response to a Kidnap.

Conveyance
An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

Country of Permanent Residence
The country where an Insured Person resides indefinitely or where an Insured Person has the intent to reside indefinitely.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

Country of Secondment
The country where an Insured Person:

a) temporarily resides under a contract of employment with the **insured**

b) undertakes an activity associated with the **business**

for more than 6 months and agreed by the **insurer** in a Country of Secondment endorsement attached to and forming part of this policy.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

Electronic Business Equipment
Property comprising items of an electronic nature owned by the **insured** but not supplied or manufactured by them and provided to the Insured Person to enable the Insured Person to perform their occupational tasks.

Emergency Repatriation Expenses
Reasonable costs including the cost of medical attendants necessarily incurred in transporting the Insured Person to an appropriate hospital or nursing home or to the Country of Permanent Residence or the Country of Secondment if recommended by Zurich Travel Assistance in conjunction with the local attending Medical Practitioner.

Employee
Any person under a contract of service or apprenticeship with the **insured** or any person the **insured** has the right to instruct in their performance.

Event
A sudden unforeseen and identifiable occurrence.

All occurrences or series of occurrences arising from or attributable to one source or original cause will be regarded as a single occurrence where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

Insured Person
A **director**, Employee or **volunteer** including any member of their families accompanying them.

Journey
A journey not exceeding 6 months in duration authorised by the **insured** and undertaken by an Insured Person in connection with the **business** and commencing during the period of insurance.

Kidnap
The unlawful abduction and detention of an Insured Person against their will.

Kidnap Aggregate Limit
The **insurer's** maximum liability during any one period of insurance in respect of Consultants' Costs as stated in section 4.

Legal Expenses
a) Any reasonable fees, expenses and other disbursements necessarily incurred with the **insurer's** written consent by a solicitor, firm of solicitors or any other appropriately qualified person, firm or company appointed by the **insured** or by the Insured Person including costs and expenses of expert witnesses and any such fees, expenses and other disbursements incurred by the **insurer** in connection with such claims or procedures; and

b) any costs for which an Insured Person is legally liable following an award of costs by any court or tribunal and any costs following an out of court settlement made in connection with any claim or legal proceedings.

Life-threatening Situation
Any situation occurring outside the Insured Person's Country of Permanent Residence or Country of Secondment where Zurich Travel Assistance agree that the Insured Person's life is in danger.

Medical Practitioner
Any legally qualified medical practitioner other than an Insured Person, a member of the immediate family of an Insured Person or a non-executive director of the **insured**, a **director**, Employee or **volunteer.**

Missed Departure
The failure of a Conveyance in which an Insured Person is travelling to reach its destination point at the published expected time of arrival resulting in the Insured Person missing the first Conveyance at the beginning of a Journey which involves travel outside the Insured Person's Country of Permanent Residence or Country of Secondment.

Missed International Connection
The failure of a Conveyance in which an Insured Person is travelling to reach its destination point outside the Insured Person's Country of Permanent Residence or Country of Secondment at the published expected time of arrival resulting in the Insured Person missing an onward connecting Conveyance on which the Insured Person is booked to travel in the course of a Journey.

Money
Current coins, bank and currency notes, bankers drafts, bills of exchange, letters of credit, postal and money orders, postal stamps, signed travellers and other cheques, postal and money orders, phone cards, travel tickets, debit/credit cards, charge cards, gift tokens and coupons which belong to or are in the custody and control of the Insured Person on a Journey and are intended for travel, meals, accommodation and personal expenditure only.

Natural Catastrophe
An Event caused by a natural phenomenon including earthquake, flood, hurricane, landslide, tornado, tsunami, volcanic eruption or wildfire.

Operative Time
The period of time during which an Insured Person undertakes a Journey commencing from the time of leaving their place of residence or normal place of study or duty in connection with the **business** whichever occurs later and continuing until return to their place of residence or normal place of study or duty in connection with the **business** whichever occurs first.

Overseas Medical Expenses
All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner and all hospital, nursing home or ambulance charges outside the Insured Person's Country of Permanent Residence or Country of Secondment. Dental, optical and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

Personal Property
Personal goods belonging to the Insured Person or for which they are responsible which are taken by them on a Journey, sent in advance of a Journey or acquired during a Journey excluding Money and Electronic Business Equipment**.**

Security Costs
Reasonable costs necessarily incurred by Zurich Travel Assistance under section 2J.

Travel Expenses
All reasonable costs necessarily incurred:

a) for travel, sustenance and accommodation expenses of up to 2 nominated persons who on medical advice are required to travel to or remain with the Insured Person up to a maximum amount of £10,000 any one claim

b) for funeral expenses incurred in the burial of the Insured Person outside their Country of Permanent Residence or Country of Secondment

c) in transporting the Insured Person's body or ashes and Personal Property back to their Country of Permanent Residence or Country of Secondment.

United Kingdom
England, Wales, Scotland and Northern Ireland.

War
Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

Zurich Travel Assistance
The coordinator on the **insurer's** behalf of a range of services in connection with medical assistance aspects of this part and a range of security assistance services in connection with Kidnap and other non-medical emergency aspects of this part supported by a 24 hour helpline.

*Please note that these services are supplied by third parties who are contracted to the **insurer**.*

Section 2 – Cover

Section 2A – Medical and associated expenses

The cover
The **insurer** will pay the **insured** or the Insured Person for:

a) Overseas Medical Expenses

b) Travel Expenses

c) Emergency Repatriation Expenses

incurred as a direct result of an Insured Person becoming ill or sustaining Bodily Injury while on a Journey during the Operative Time for a period not exceeding 2 years from the date of the Bodily Injury or first diagnosis of the illness up to the sum insured in the schedule.

Provided always that the **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if illness or Bodily Injury results in the need for in-patient hospital treatment.

2A.1 Premature childbirth
In the event of the premature birth of a Child to an Insured Person while on a Journey during the Operative Time the **insurer** will pay the **insured** up to the sum insured in the schedule for the Overseas Medical Expenses and repatriation expenses actually incurred in respect of the prematurely born Child**.**

2A.2 Foreign coma benefit
In the event of an Insured Person while on a Journey becoming ill or sustaining Bodily Injury resulting in a state of continuous unconsciousness outside their Country of Permanent Residence or Country of Secondment the **insurer** will pay the **insured** £50 for each day of continuous unconsciousness up to a maximum period of 104 weeks.

2A.3 Foreign hospital confinement benefit
In the event of an Insured Person becoming ill or sustaining Bodily Injury while on a Journey outside their Country of Permanent Residence or Country of Secondment resulting in their admission to hospital as an in-patient on the advice of a Medical Practitioner the **insurer** will pay the **insured** £50 for each day of confinement to hospital for a maximum period of 52 weeks provided always that this benefit will not be paid in addition to any benefit payable under section 2A.2.

2A.4 Foreign funeral expenses
In the event of the death of an Insured Person while on a Journey the **insurer** will pay up to a maximum amount of £10,000 for the reasonable cost of funeral expenses necessarily incurred outside the Insured Person's Country of Permanent Residence or Country of Secondment.

2A.5 Search and rescue expenses
Where an Insured Person is reported missing to the appropriate authorities during a Journey the **insurer** will pay the **insured** on behalf of the Insured Person for costs incurred by recognised rescue authorities in searching for and rescuing the Insured Person up to a maximum of £50,000 per Insured Person provided always that the **insurer** will not pay more than £100,000 irrespective of the number of Insured Persons involved in one Event**.**

2A.6 Supplementary hospital expenses
In the event of a valid claim under this section the **insurer** will pay the reasonable costs of hospital in-patient medical charges necessarily incurred within the 3 months immediately following the date of return to the Insured Person's Country of Permanent Residence or Country of Secondment up to a maximum amount of £25,000.

2A.7 United Kingdom repatriation expenses
In the event of an Insured Person becoming ill or sustaining Bodily Injury while on a Journey within the United Kingdom or the Insured Person's Country of Permanent Residence or Country of Secondment and as a direct result requiring hospital treatment as an in-patient the **insurer** will pay the **insured** for the costs of transporting the Insured Person and accompanying medical staff by private ambulance or air ambulance to a hospital local to the Insured Person's home address up to a maximum of £10,000.

Exclusions to section 2A
This section does not cover:

1. **Drug or alcohol abuse expenses**
   any expense arising from drug or alcohol abuse by the Insured Person

2. **Non-passenger air travel**
   any expense arising from an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

3. **Other insurances**
   any expense which has been recovered from:
   a) any other insurance policy in the **insured's** or the Insured Person's name
   b) any national insurance programme which is applicable to the Insured Person

4. **Suicide or self-injury**
   any expense arising from an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury

5. **Travelling against medical advice or for medical treatment or advice**
   any expense incurred if an Insured Person is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment or medical advice

6. **Unapproved emergency repatriation expenses**
   any Emergency Repatriation Expenses incurred without the prior consent of Zurich Travel Assistance

7. **Unapproved hospital treatment**
   any hospital treatment provided on an in-patient basis where the Insured Person has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after such treatment.

Section 2B – Personal property

The cover
The **insurer** will pay the **insured** or the Insured Person up to the sum insured in the schedule in the event of **damage** to Personal Property on a Journey during the Operative Time subject to a single article limit for each lost or damaged article of £2,500.

2B.1 Delayed personal property
The **insurer** will pay the **insured** or the Insured Person up to £500 for any reasonable expenses necessarily incurred in purchasing essential replacement items if while on a Journey during the Operative Time an Insured Person's Personal Property is temporarily lost for more than 4 consecutive hours during the outward or onward trip of the Journey. Any payment the **insurer** makes will be deducted from the total amount payable under this section if the Personal Property is permanently lost.

2B.2 Loss of keys
The **insurer** will pay the **insured** or the Insured Person for the replacement of the lock mechanisms up to a maximum amount of £500 if the keys to the external doors, safes or alarms of the Insured Person's normal place of residence are lost, damaged or stolen while on a Journey during the Operative Time.

2B.3 Passport or visa loss during a journey
The **insurer** will pay the **insured** or the Insured Person up to £750 for reasonable additional travel and accommodation expenses necessarily incurred including any charges levied by the issuing office for a replacement passport or visa if an Insured Person loses or damages their passport while on a Journey during the Operative Time.

2B.4 Pre-journey theft of passport or visa
The **insurer** will pay the **insured** or the Insured Person up to a maximum amount of £500 for reasonable additional travel and accommodation expenses necessarily incurred including any charges levied by the issuing office for a replacement passport or visa if the Insured Person's passport or visa is stolen within the 7 day period immediately prior to the planned commencement of a Journey.

Provided always that the Insured Person reports the theft of the passport or visa to the Police or other appropriate authorities and obtains a written loss report from them.

Assistance services
The **insurer** will also provide assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

Exclusions to section 2B
This section does not cover:

1. **Changes in environment, moth or vermin, mechanical or electrical failure and process risks**
   damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration

2. **Confiscation or detention**
   loss due to confiscation or detention by customs or any other competent authority

3. **Excluded property**
   damage to vehicles or trailers or their accessories or spare parts

4. **Other insurances**
   damage to Personal Property which is insured under any other insurance policy

5. **Unattended vehicles**
   damage to Personal Property that was left in any unattended vehicle unless the Personal Property was out of sight in a glove box or luggage compartment and the vehicle was locked when unattended.

Section 2C – Money

The cover
The **insurer** will pay the **insured** or the Insured Person up to the sum insured in the schedule in the event of **damage** to Money or financial loss suffered as the result of the fraudulent use of credit, debit or charge cards on a Journey during the Operative Time. In respect of Money cover is extended to 120 hours immediately preceding the commencement of a Journey and for 120 hours immediately following its completion.

Assistance services
The **insurer** will also provide assistance in replacing cash lost or stolen during a Journey provided always that the value of any cash advance will be deducted from any subsequent claim under this section. Where a claim is made the value of the cash advanced will be reimbursed by the **insured** to the **insurer** upon completion of the Journey.

Exclusions to section 2C
This section does not cover:

1. **Cash limitation**
   more than £1,000 per Insured Person in respect of **damage** to cash

2. **Confiscation or detention**
   loss due to confiscation or detention by customs or any other authority

3. **Failure to comply with credit, debit or charge card terms and conditions**
   loss arising from fraudulent use of credit, debit or charge cards unless the Insured Person has complied where it was reasonably possible with all the terms and conditions under which the card was issued

4. **Money shortages and depreciation**
   devaluation of currency or shortages due to errors or omissions during monetary transactions

5. **Unattended vehicles**
   damage to Money that was left in any unattended vehicle unless the Money was out of sight in a glove box or luggage compartment and the vehicle was locked when unattended.

Section 2D – Electronic business equipment

The cover
The **insurer** will pay the **insured** up to the sum insured in the schedule in the event of **damage** to Electronic Business Equipment on a Journey during the Operative Time.

Exclusions to section 2D
This section does not cover:

1. **Changes in environment, moth or vermin, mechanical or electrical failure and process risks**
   damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration

2. **Confiscation or detention**
   loss due to confiscation or detention by customs or any other authority

3. **Excess**
   the first £100 of any **damage** occurring to Electronic Business Equipment

4. **Other insurances**
   damage to Electronic Business Equipment which is insured under any other insurance policy

5. **Unattended vehicles**
   damage to Electronic Business Equipment that was left in any unattended vehicle unless the Electronic Business Equipment was out of sight in a glove box or luggage compartment and the vehicle was locked when unattended.

Section 2E – Cancellation and other expenses

The cover
If during the Operative Time or between the confirmed booking of the Journey and the Operative Time any part of the pre-booked travel arrangements for a Journey are cancelled, curtailed, extended or rearranged as a direct result of any cause outside the control of the **insured** or the Insured Person the **insurer** will pay the **insured** or the Insured Person up to the sum insured in the schedule and subject to the Cancellation or Curtailment Limit for:

a) deposits, advance payments and other charges which have not been and will not be used but which become forfeit or payable under contract or cannot be recovered elsewhere

b) reasonable additional travel and accommodation expenses necessarily incurred.

2E.1 Funeral of Relative or Associate
The **insurer** will pay the **insured** or the Insured Person all reasonable costs necessarily incurred by the Insured Person in returning to their Country of Permanent Residence or Country of Secondment to attend the funeral of a close relative or business associate occurring during the Journey.

2E.2 Missed international connection and missed departure
The **insurer** will pay the **insured** or the Insured Person up to the sum insured in the schedule for the reasonable additional costs of travel, accommodation and subsistence necessarily incurred less any amount recoverable elsewhere if an Insured Person suffers a Missed International Connection or Missed Departure during the Operative Time.

Provided always that in respect of Missed International Connection or Missed Departure:

a) an Insured Person must obtain written confirmation from the relevant travel provider detailing the actual time of arrival of the Conveyance at its destination and written confirmation from the connecting operator that the connection has been missed as a result of the late arrival of the Conveyance

b) an Insured Person must accept an alternative equivalent means of travel if this is offered by the travel provider within the period of delay.

2E.3 Promotional vouchers and awards
The **insurer** will pay the **insured** or the Insured Person up to the sum insured in the schedule and subject to the Cancellation or Curtailment Limit in respect of a Journey funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable if during the Operative Time any part of the pre-booked travel arrangements for such Journey are cancelled, curtailed or rearranged as a direct result of any cause outside the control of the **insured** or the Insured Person.

2E.4 Replacement expenses

The **insurer** will pay the **insured** or the Insured Person up to the sum insured in the schedule for expenses limited to the reasonable cost of an air flight and other essential expenses necessarily incurred in sending a substitute person to complete the original Insured Person's Journey if during the Operative Time any part of the pre-booked travel arrangements for a Journey are cancelled, curtailed or rearranged as a direct result of any cause outside the control of the **insured** or the Insured Person.

2E.5 Travel delay

If the departure of a Conveyance on which an Insured Person is booked to travel in order to get to their planned destination at the commencement, onward connection or completion of a Journey is delayed due to strike, industrial action, Natural Catastrophe, adverse weather conditions or mechanical breakdown the **insurer** will pay the **insured** or the Insured Person £75 per hour in excess of the first 4 hours delay up to a maximum amount of £750.

Exclusions to section 2E

This section does not cover:

1. **Cancellation before cover inception**
   any claim due to circumstances known to the **insured** at the start date of the **insured's** cover or at the time of booking a trip (whichever is later)

2. **Cancellation or curtailment of an event held by the insured**
   any loss arising from the cancellation or curtailment of an event held by the **insured** or a subsidiary or parent company of the **insured**

3. **Default of transport or accommodation provider or agent**
   any expenses arising from the default of any provider or their agent of transport or accommodation or any agent acting for the **insured** or the Insured Person

4. **Disinclination to travel**
   any expenses incurred solely as a result of disinclination to travel or to continue the Journey

5. **Failure to check-in**
   the failure of the Insured Person to check in for any Journey according to the itinerary supplied unless due to fortuitous circumstances beyond the control of the Insured Person

6. **Financial circumstances**
   any expenses incurred due to the **insured** or the Insured Person's financial circumstances

7. **Non-passenger air travel**
   any loss or expenses arising from an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

8. **Other insurances**
   any loss which is insured under any other insurance policy

9. **Pre-existing circumstances**
   any expense due to:

   a) failure of the means of transport other than disruption of road or rail services by avalanche, landslide, snow or flood

   b) Natural Catastrophe, strike, labour disturbance or mechanical breakdown

   which existed or for which advanced warning had been given prior to the date on which the Journey was booked

10. **Prior redundancy or termination of employment**
    any expenses incurred as a result of the Insured Person's redundancy or the termination of their employment more than 31 days prior to a Journey taking place

11. **Public authority or government regulations**
    any expenses incurred as a result of regulations made by any public authority or government

12. **Suicide or self-injury**
    any loss or expenses arising from an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury

13. Travelling against medical advice or for medical treatment or advice

any expense incurred if an Insured Person is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment or medical advice

14. Withdrawal from service of aircraft

any claim for cancellation, curtailment, extension or rearrangement of a Journey following delay to an aircraft that is withdrawn from service temporarily or permanently:

a) on the orders or recommendation the Civil Aviation Authority or any similar or replacement body in any country as a result of withdrawal of the certificate of airworthiness for the aircraft or class of aircraft

b) on the recommendation of the manufacturer

15. Withdrawal from service of ship or train

any claim for cancellation, curtailment, extension or rearrangement of a Journey following delay to a ship or train that is withdrawn from service temporarily or permanently on the orders or recommendation of the Maritime and Coastguard Agency, any port authority, rail authority or any similar or replacement bodies in any country as a result of actual or alleged unsafe or un-seaworthy condition of the ship or unsafe condition of the train.

Provision to section 2E

1. Event limit

The total amount payable under this section in respect of any one Insured Person arising from any one Event will not exceed the sum insured in the schedule.

If the total amount of all claims under this section for loss and expense arising out of any one Event exceeds the Cancellation or Curtailment Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Cancellation or Curtailment Limit.

2. Natural catastrophe

Where cancellation, curtailment, rearrangement or replacement expenses cannot be recovered elsewhere and are as a direct result of Natural Catastrophe the **insurer** will pay all such reasonable expenses necessarily incurred by the **insured** or the Insured Person up to a maximum of £3,000 and subject to the Cancellation or Curtailment Limit.

Section 2F – Kidnap

The cover

The **insurer** will pay the **insured** up to the sum insured in the schedule for Consultants' Costs incurred solely and independently as a result of Kidnap occurring on a Journey during the Operative Time and while outside the Insured Person's Country of Permanent Residence or Country of Secondment. Any incident that could give rise to a claim under this section must be notified immediately to Zurich Travel Assistance whose contact number is **+44 (0)1489 868 888.**

Provided always that:

a) the **insurer** will not pay for more than the Kidnap Aggregate Limit

b) in the event of any circumstances that could give rise to a claim under this section the **insured** will give notice to Zurich Travel Assistance by the most expeditious means and provide Zurich Travel Assistance with all assistance and information in a timely manner.

Exclusions to section 2F

This section does not cover:

1. Claims by parent or guardian

any claim for a Child by its parent or guardian

2. Damages and legal costs

any sums the **insured** becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the **insured** in defence of such action as the result of:

a) alleged negligence or incompetence in hostage retrieval operations or negotiations following Kidnap

b) alleged negligence in not preventing Kidnap

3. Excluded territories

any Kidnap which occurs in the countries or parts of countries listed in the schedule

4. **Fraudulent, dishonest or criminal acts**
   loss due to any fraudulent, dishonest or criminal act committed or attempted by the **insured** or any **director**, Employee or authorised representative of the **insured** including any person who has custody of any ransom monies

5. **Journey in excess of 30 days**
   any claim for an Insured Person while on a Journey in excess of 30 days duration

6. **Prior cancellation or declinature of kidnap insurance**
   any claim where the **insured** or the Insured Person has had kidnap insurance declined or cancelled

7. **Ransom payments**
   any sums, **property** or other consideration surrendered to any person making a ransom demand.

Section 2G – Political and natural disaster evacuation

The cover

The **insurer** will pay the **insured** up to the sum insured in the schedule for the reasonable costs necessarily incurred while an Insured Person is travelling on a Journey during the Operative Time outside their Country of Permanent Residence or Country of Secondment to evacuate the Insured Person to their Country of Permanent Residence or Country of Secondment or the nearest place of safety when:

a) officials of the country to or in which the Insured Person is travelling on a Journey recommend that certain categories of person including the Insured Person should leave that country for safety reasons

b) the British Government through its Foreign, Commonwealth & Development Office issues a travel advice for a particular country or region in which the Insured Person is travelling on a Journey recommending that certain categories of person including the Insured Person should leave that country or region

c) the Insured Person is expelled or declared persona non grata in the country where the Insured Person is travelling on a Journey

d) the Insured Person's **property** is seized, confiscated or expropriated during a Journey

e) a state of emergency has been declared in the country where the Insured Person is travelling on a Journey necessitating immediate evacuation.

Provided always that the **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if evacuation becomes necessary.

2G.1 Accommodation expenses

In the event that the Insured Person is unable to return to their Country of Permanent Residence or Country of Secondment the **insurer** will pay the **insured** for reasonable accommodation costs up to a maximum amount of £150 per day for a total of 14 days.

Provided always that:

a) where the Insured Person holds a valid return ticket to their Country of Permanent Residence or Country of Secondment or to another place of safety the **insurer** will indemnify the **insured** or the Insured Person only for any additional necessary costs to evacuate the Insured Person

b) where the Insured Person is entitled to a refund on an unused ticket the **insurer** will be entitled to deduct the value of the unused portion from the indemnity provided to the **insured** or the Insured Person under this clause

c) in respect of any necessary air flight the **insurer** will indemnify the **insured** or the Insured Person for the cost of an economy flight fare.

Exclusions to section 2G

The **insurer** will not pay any benefit under this section if:

1. **Breach of contract, bond or license**
   the **insured** or the Insured Person fail to honour any contractual obligation, bond or specific performance condition in a license

2. **Foreseeable costs**
   the conditions leading to the Insured Person's departure were in existence prior to the Insured Person entering the country or where such conditions were reasonably foreseeable prior to the Insured Person entering the country on a Journey

3. **Missing or invalid documentation**
the Insured Person fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country in which a Journey takes place

4. **Nationality**
the **Insured** Person is a national of the country in which they are on a Journey

5. **Property repossession**
property belonging to the **insured** or the Insured Person is repossessed by a titleholder or other interested party to satisfy any debt, insolvency, financial failure or other financial obligation of the **insured** or of the Insured Person

6. **Violation of laws or regulations**
a) the Insured Person has committed any:
   i) act or alleged act which if committed by them in the United Kingdom or Country of Permanent Residence would be a criminal offence
   ii) fraudulent or criminal act or alleged fraudulent or criminal act alone or in collusion with others in the territory in which a Journey takes place and contravenes the laws of that territory

b) the **insured** or the Insured Person have failed properly to procure or maintain immigration, work or residence or similar visas, permits or other relevant documentation

c) the Insured Person takes part in any anti-government activity or the operations of any security or armed forces.

Section 2H – Legal expenses

The cover
The **insurer** will pay the **insured** or the Insured Person up to the sum insured in the schedule for Legal Expenses incurred in the pursuit of a claim by an Insured Person against a third party for damages or compensation in respect of Bodily Injury, death or illness sustained while on a Journey during the Operative Time.

The **insured** or the Insured Person will have the right to appoint a suitably qualified legal representative in connection with any claim or legal proceedings including the appointment of expert witnesses.

The **insurer's** consent to pay Legal Expenses must be obtained in writing. This consent will be given if the **insured** or the Insured Person can satisfy the **insurer** that:

a) there are reasonable grounds for pursuing or defending the legal proceedings and it is always more likely than not that the Insured Person will recover damages (or obtain any other legal remedy which the **insurer** has agreed) or make a successful defence. The decision to grant consent will take into account the **insured's** opinion or that of the Insured Person's appointed representative as well as that of the **insurer's** own advisors

b) it is reasonable for Legal Expenses to be provided in a particular case.

Provided always that if the Insured Person is successful in the claim any Legal Expenses the **insurer** provides will be reimbursed to the **insurer**.

Exclusions to section 2H
This section does not cover:

1. **Claims eligible for consideration under arbitration schemes or complaints procedures**
any Legal Expenses incurred in the pursuit of any claim against a travel agent, tour operator, insurer or their agents which are eligible for consideration under an arbitration scheme or complaints procedure

2. **Claims or legal proceedings by third parties**
any Legal Expenses incurred for the defence of any civil claim or legal proceedings made or brought by a third party against the Insured Person

3. **Criminal or wilful acts**
any Legal Expenses incurred in connection with any criminal or wilful act

4. **Fines or penalties**
any fines or penalties

5. **Late notification**
any claim or circumstance notified more than 24 months after the incident from which the cause of action arose.

Section 2I – Personal liability

The cover

The **insurer** will pay the **insured** or the Insured Person up to the sum insured in the schedule for any legal liability incurred by the **insured** Person while on a Journey during the Operative Time in respect of:

a) accidental Bodily Injury or illness of any person

b) accidental **damage** to the **property** of any person

c) any claimant's costs and expenses arising out of a) or b) above which the Insured Person or the Insured Person's representatives are legally liable to pay

d) any other costs and expenses incurred with the **insurer's** prior written consent.

Provided always that:

i) no admission of liability, offer, promise, or payment will be made by the **insured** or the Insured Person without the **insurer's** prior written consent

ii) the **insured** will provide the **insurer** with all assistance and information required in defence of a claim under this policy

iii) the **insurer** or the **insurer's** appointed representatives may at the **insurer's** discretion decide to take over and conduct the defence or settlement of any claim against the **insured** or an Insured Person.

Exclusions to section 2I

This section does not cover:

1. **Advice**
   liability arising out of the rendering or failure to render advice

2. **Asbestos related risks**
   liability arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos

3. **Fines or penalties**
   any fines or penalties

4. **Insured Person's immediate family**
   injury or illness to any member of the Insured Person's immediate family

5. **More specific insurance**
   any damages which should be more specifically claimed under any other contract of insurance in the **insured's** name or that of the Insured Person

6. **Non-passenger air travel**
   any loss or expenses arising from an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

7. **Ownership or occupation of land or buildings**
   liability arising out of the ownership or occupation of land or buildings

8. **Property held in trust**
   damage to **property** belonging to, held in trust by or in the custody or control of the **insured** or the Insured Person, any Employee or any member of the Insured Person's immediate family

9. **Sexually transmitted infections, AIDS or AIDS related conditions**
   any damages resulting from venereal disease, sexually transmitted infections, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition

10. **Suicide or self-injury**
    any loss or expenses arising from an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury

11. **Trade, business or profession**
    the carrying on of any trade, business or profession

12. **Vessels and craft**
    any injury, illness, loss or damage arising directly or indirectly as a result of the ownership, possession or use of any mechanically propelled vehicle, aircraft or watercraft

13. **Wilful, malicious or unlawful acts**
    any criminal, malicious or wilful act.

Section 2J – Personal security assistance

The cover

In the event of an Insured Person becoming involved in a Life-threatening Situation while on a Journey during the Operative Time the **insurer** will pay the **insured** up to a maximum amount of £10,000 for Security Costs in extracting the Insured Person from such a situation. Any incident that could give rise to a claim under this section must be notified immediately to Zurich Travel Assistance. Their contact number is +44 (0)1489 868 888.

Exclusions to section 2J

This section does not cover:

1. **Dangerous areas**
   any costs incurred in a country or part of a country where:
   a) prior to the commencement of the Journey the Foreign, Commonwealth & Development Office or Zurich Travel Assistance issued warnings against all travel or all non-essential travel to such country or part
   b) after commencement of a Journey warnings to leave or evacuate had been given by the Foreign, Commonwealth & Development Office or Zurich Travel Assistance but such warnings had not been heeded by the Insured Person in a reasonably timely manner

2. **Debt or fraud**
   any costs incurred where the Life-threatening situation was due to the Insured Person's unpaid debt, or to a fraudulent, dishonest or criminal act committed by the **insured** or the Insured Person

3. **Hijack or kidnap**
   any claim associated with hijack or kidnap

4. **Journey in excess of 30 days**
   any claim for an Insured Person while on a Journey in excess of 30 days

5. **Legal liability**
   any sums which the **insured** becomes legally liable to pay as a result of any legal action for damages including legal costs incurred by the **insured** in defence of such action arising out of alleged negligence or incompetence in extracting an Insured Person from a Life-threatening Situation or in not preventing the involvement of an Insured Person in such a situation

6. **Unnecessary exposure to danger**
   deliberate exposure of an Insured Person to danger.

Provisions to section 2J

1. **Compulsory use of Zurich Travel Assistance**
   Any extraction must be organised by Zurich Travel Assistance who will use the most suitable method including if necessary the attendance of a security specialist to accompany the Insured Person.

2. **Immediate contact**
   The **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if a Life-threatening Situation arises.

3. **Information provision**
   The **insured** and the Insured Person must provide Zurich Travel Assistance with all information in a timely manner and must not make or attempt to make arrangements without the reasonable agreement of Zurich Travel Assistance.

4. **Reimbursement of costs**
   The **insured** will reimburse the **insurer** for all costs incurred in the event of Security Services being provided by Zurich Travel Assistance in good faith to a person that is not an Insured Person.

Section 2K – Rental vehicle collision damage waiver

The cover

The **insurer** will pay the **insured** or the Insured Person up to a maximum amount of £25,000 for **damage** to a rental vehicle during a Journey in respect of the monetary amount that the Insured Person is legally liable to pay as an excess or deductible to that part of a rental vehicle insurance policy or any other insurance policy applicable to the Insured Person for which cover in respect of **damage** to a rental vehicle is in force.

Provided always that the **insurer** will not pay more than £25,000 in respect of all claims for such **damage** occurring during any one period of insurance.

Exclusions to section 2K

This section does not cover:

1. **Deliberate damage**
   any **damage** to a rental vehicle caused deliberately by an Insured Person whether acting alone or in collusion with others

2. **Excluded causes**
   a) any **damage** to a rental vehicle arising out of wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental **damage**

   b) **damage** that existed at the commencement of the period of rental.

Section 3 – Special exclusions

This part does not cover any Bodily Injury, loss or expense suffered:

1. **Active service**
   as a result of an Insured Person engaging in active service in any of the armed forces of any nation

2. **Excluded activities**
   as the result of an Insured Person engaging in:

   a) motor cycling

   b) racing of any kind other than on foot

   c) winter sports other than skiing or snowboarding in the United Kingdom on a dry ski slope or within a snow dome, skating or curling

   d) aerial pursuits including but not limited to ballooning, bungee-jumping, gliding, hanggliding, micro lighting, parachuting, paragliding or parascending

   e) jet skiing or white water rafting

   f) mountaineering or rock climbing using ropes or guides

   g) hiking, trekking or mountaineering above 3,000 metres

   h) caving using caving equipment

   i) diving using external breathing apparatus

3. **Travel to dangerous or unsettled areas**
   resulting from a Journey to countries and specific areas in countries where at the time of booking or departure the Foreign, Commonwealth & Development Office are advising against all travel or all but essential travel, but this exclusion will not apply to charges and expenses covered under section 2E where the Foreign, Commonwealth & Development Office publishes such advice after the time of booking the Journey

4. **War risks**
   as a result of War within the Insured Person's Country of Permanent Residence or Country of Secondment.

Section 4 – Special provisions

1. Cancellation or Curtailment limitation

The maximum amount payable under this part as the Cancellation or Curtailment Limit is £100,000.

2. Kidnap Aggregate limitation

The maximum amount payable under this part as the Kidnap Aggregate Limit is £500,000.

3. Restriction in cover for over 80s

So far as concerns Insured Persons who have attained the age of 81 years sections 2A and 2E do not cover any expense arising from a pre-existing medical condition which the Insured Person knew about at the date on which the Journey was booked.

Section 5 – Special conditions

1. Assignment

This insurance may not be assigned without the prior written consent of the **insurer**.

2. Duplicate cover

If a loss is covered under more than one section of this part or any section of part R to this policy the **insurer** will provide cover under the section that provides the most cover but never under more than one section. In no event will the **insurer** make duplicate payments for the same loss.

3. Interest

No sum payable under this part will carry interest.

4. Reasonable care

The **insured** and any Insured Person will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this part.

5. Special claims conditions

It is a condition precedent to the **insurer's** liability under this part that in the event of any circumstances which could give rise to a claim the **insured** will:

a) i) give notice to the **insurer** as soon as reasonably possible in writing

ii) make no admission of liability without the **insurer's** prior written consent

iii) provide the **insurer** or the **insurer's** appointed representatives with:

1) all necessary assistance in a timely manner

2) all information reasonably required

3) all documentation and records necessary to establish and assess indemnity under this part

iv) prove the loss to the **insurer's** reasonable satisfaction

v) forward immediately to the **insurer** or the **insurer's** representatives any letter, writ or other document received in connection with any claim made under this part

vi) assist and concur with all reasonable arrangements for the **insurer's** medical advisers to examine an Insured Person in respect of whom a claim has arisen

b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by the **insurer** on all matters connected with a claim at such reasonable time and place as the **insurer** may designate.

No act by the **insurer** or the **insurer's** representatives in connection with any investigation will be deemed a waiver of any defence which the **insurer** might otherwise have. All acts will be deemed to have been made without prejudice to the **insurer's** liability.

The **insurer** reserves the right to:

i) take such steps as the **insurer** deem necessary to prevent, mitigate or minimise a loss

ii) take over and conduct the defence or settlement of claims made against an Insured Person that is covered by this part

iii) pursue all rights or remedies available to the **insured** whether or not payment has been made.

6. Third party rights

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part is not enforceable by any Insured Person or any other third party.

Section 6 – Medical assistance and security services

The cover provided under this part includes a range of assistance services supported by the Zurich Travel Assistance 24 hour helpline.

*Please note that these services are supplied by third parties who are contracted to the **insurer**.*

A) Medical and other assistance

In the event that an Insured Person is travelling on a Journey during the Operative Time and requires assistance they should contact the emergency helpline:

+44 (0)1489 868 888

The helpline is operated 24 hours a day 365 days a year by multi-lingual assistance co-ordinators experienced in managing medical assistance cases with hospitals and clinics worldwide.

The **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if illness or Bodily Injury results in the need for in-patient hospital treatment.

The **insurer** will not pay for any Emergency Repatriation Expenses incurred without the prior consent of Zurich Travel Assistance or for any hospital treatment provided on an in-patient basis where the Insured Person has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after such treatment.

When seeking medical or travel assistance please make sure the following information is available:

a) the Insured Person's name

b) the telephone or facsimile number where an Insured Person can be contacted

c) the Insured Person's address abroad

d) the nature of the emergency or the assistance required

e) the name of the Insured Person's company, employer or organisation.

The medical assistance services provided are:

Air ambulance
The medical assistance service has the resources to provide repatriation by air ambulance or scheduled airline services depending on the circumstances. If necessary this can include a fully qualified medical escort.

Direct billing
The medical assistance service has the ability to arrange direct billing with a network of hospitals and clinics worldwide which guarantees the payment for treatment provided.

Emergency medical supplies
Assistance in locating and forwarding medicine or medical equipment that might be unavailable locally.

Emergency travel assistance
Where an Insured Person falls ill or sustains Bodily Injury during a Journey and the attending Medical Practitioner recommends that 2 relatives or friends travel to and remain with the Insured Person assistance will be provided in making the travel and accommodation arrangements.

Medical referral
Where out-patient treatment is required referral can be made to a suitable hospital, doctor or dentist. With access to a team of highly qualified medical consultants advice can be provided on a range of medical conditions.

Medical staff
The medical assistance service has a team of medical consultants and nursing staff on hand at any time to coordinate any medical assistance cases, arranging hospital admissions and ensuring that the most appropriate treatment is provided.

The medical assistance service also includes a range of additional services which are summarised below:

Emergency cash advance
Assistance in replacing cash lost or stolen during a Journey. The value of any cash advance will be deducted from any subsequent claim under section 2C. Where a claim is made the value of the cash advanced will be reimbursed by the **insured** to the **insurer** upon completion of the Journey.

Emergency message communication
Forwarding on messages to family and business colleagues in an emergency.

Legal referral
The service enables the Insured Person to have access to an Embassy or Consulate if legal assistance is required including referral to an English speaking lawyer. Assistance can also be provided in facilitating the payment of bail subject to a satisfactory financial guarantee of reimbursement.

Lost ticket and baggage location
Assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

On-line information
A web information service is also available and accessed via the Zurich Travel Assistance website www.zurich.co.uk/municipal/en-gb/insurance-products/travel-assistance and provides valuable medical and travel information including online country guides that provide security information reflecting the situation in numerous territories. Access is gained by entering the **insured's** policy number when prompted.

Travel advice
The Insured Person has access to a wealth of helpful and relevant information including currency and banking information, visa details, health requirements and reciprocal health agreements.

Vehicle return
The assistance service can organise the return of a rental or privately owned vehicle where an Insured Person falls ill or sustains Bodily Injury during a Journey.

B) Security assistance services

The **insurer** has partnered with security experts to provide the **insured** with a comprehensive range of complementary security services.

In the event that an Insured Person is travelling on a Journey during the Operative Time and requires security assistance they should contact the emergency helpline:

+44 (0)1489 868 888

or visit www.zurich.co.uk/municipal/en-gb/insurance-products/travel-assistance

The security assistance services provided are:

Daily news
Subscription is available to email reports sent each weekday, covering political instability, civil unrest, disease outbreaks, crime patterns and terrorism news from around the world. Please subscribe/unsubscribe for these reports at:

www.zurich.co.uk/municipal/en-gb/insurance-products/travel-assistance

Emergency response
Where serious difficulties or a Life-threatening Situation arise during a Journey abroad (personnel missing, attacked or kidnapped or a rapid deterioration in the safety of the location – as insured under sections 2F, 2G and 2J) the team of security specialists appointed by Zurich Travel Assistance will be available to assist the **insured** and the **insured's** personnel with advice, kidnap negotiation and coordination of their return to safety.

Please contact Zurich Travel Assistance on: +44 (0)1489 868 888

Travel security website
Security information on over 180 countries worldwide via the Zurich Travel Assistance website www.zurich.co.uk/municipal/en-gb/insurance-products/travel-assistance

Travel security and safety briefings for high risk destinations
With 48 hours notice the security partner of Zurich Travel Assistance will provide the **insured's** personnel with a security briefing tailored for their travel itinerary for high risk destinations, subject to a maximum of 2 briefings per trip or group booking. This will cover the risks, preventative measures and important contact details the **insured's** personnel require to help them remain safe while abroad on a Journey. For all standard destinations the Zurich Travel Assistance website www.zurich.co.uk/municipal/en-gb/insurance-products/travel-assistance is available.

Part T – Legal expenses

The **insurer** for this part of the policy is ARAG Legal Expenses Insurance Company Limited ('ARAG'). ARAG is the underwriter and Agent and provides the legal protection insurance and additional services under this section

Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

ARAG Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Where a law firm is acting as a Representative on the **insured's** behalf the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the ARAG Standard Terms of Appointment.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or pays them with the **insurer's** agreement.

Date of Occurrence

a) For civil cases (other than as specified under (c) to (e) 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.)

b) For criminal cases the Date of Occurrence is when the Insured Person began or is alleged to have begun to break the law.

c) For insured incident 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, refuse to renew or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.

d) For insured incident 7 Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies the **insured** of its intention to carry out an enquiry.

   For VAT or Employer Compliance 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.

e) For insured incident 2 Legal defence (e) Statutory notice appeals, the date when the Insured Person is issued with the relevant notice and has the right to appeal.

Employer Compliance Dispute

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 Person

The **insured** and the **members**, employees and any other individuals declared to the **insurer** by the **insured**.

Period of Insurance

The period for which the **insurer** has agreed to cover the Insured Person and for which the premium has been paid.

Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses 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 the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the ARAG Standard Terms of Appointment.

Reasonable Prospects

a) For civil cases (other than insured incidents 1 Employment disputes and compensation awards and 2 Legal defence) 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 the **insurer** has 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 the **insurer's** behalf, will assess whether there are Reasonable Prospects.

b) For criminal cases there is no requirement for there to be prospects of a successful outcome.

c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

Representative
The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person the **insurer** appoints to act on the Insured Person's behalf.

Tax Enquiry
A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

a) includes a request to examine any aspect of the **insured's** books and records; or

b) advises of a check of the **insured's** whole tax return.

Territorial Limit
For insured incidents 2 Legal Defence (excluding 2(e)), and 6(b) Bodily 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, Lichtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents

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

VAT Dispute
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.

To make sure that the **insured** gets the most from the cover, please take time to read this section of the policy which explains the insurance cover and additional services available.

HOW THIS SECTION OF THE POLICY CAN HELP
Please find below information about the services this section of the policy offers and details of how to make a claim.

If the **insured** wishes to speak to the **insurer** about:

- **Legal Advice** – the insured can get telephone legal advice on any legal issue affecting their **business**.
- **Insurance Claims** – the **insured** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting the **business**.

Please phone the insurer on **0117 934 2116**. The **insurer will** ask the **insured** about their legal issue and if necessary call them back to deal with their query.

REPORTING A CLAIM
Please do not ask for help from a lawyer, accountant or anyone else before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Report a claim by calling the **insurer** on **0117 934 2116**, available 24 hours a day, 7 days a week. Have the policy number ready and the **insurer** will ask about the claim.

The **insurer** will assess the claim to check the claim is covered and, if it is, the **insurer** will send it to a lawyer who specialises in that type of claim.

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

Please note this is an overview of the claims process for guidance purposes only. The **insurer's** claims handlers can answer any questions the **insured** may have when they receive the **insured's** claim, alternatively the insured can visit **claims.araginsurance.co.uk**

Section 2 – Cover

This policy section, the policy schedule and any endorsement shall be considered as one document and describe the contract between the **insured** and the **insurer**. The **insurer** agrees to provide the insurance described in this policy section for the **insured** (or where specified, the Insured Person) in respect of any insured incident arising in connection with the **business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

a) Reasonable Prospects exist for the duration of the claim (other than insured incidents Employment disputes and compensation awards and Legal defence)

b) the Date of Occurrence of the insured incident is during the Period of Insurance; or

c) 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 the **insured** could not have reasonably been aware of the insured incident

   iii) cover has been continuously maintained in force

   iv) the **insurer** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy

   v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or the **insured's** previous policy

d) any legal proceedings will be dealt with by a court or other body which the **insurer** agrees to in the Territorial Limit

e) the insured incident happens within the Territorial Limit.

What the insurer will pay

The **insurer** will pay a Representative, on the **insured's** behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that the **insurer** has agreed to, provided that:

1. the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards claims is detailed within the **insured's** policy schedule
2. the most the **insurer** will pay for the total of all compensation awards under insured incident 1 – Employment disputes and compensation awards (b) Compensation awards in any one Period of Insurance shall not exceed £1,000,000
3. the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm or tax consultancy. The amount the **insurer** 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
4. in respect of an appeal or the defence of an appeal, the **insured** must tell the **insurer** within the time limits allowed that the **insured** wants to appeal. Before the **insurer** pays the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
5. for an enforcement of judgment to recover money and interest due to the **insured** after a successful claim under this section of the policy, the **insured** must agree that Reasonable Prospects exist
6. 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 the **insurer** will pay in Costs and Expenses is the value of the likely award
7. in respect of insured incident 2 Legal defence (f) Jury service and court attendance the maximum the **insurer** will pay is the Insured Person's net salary or wages for the time that the Insured Person is absent from work less any amount the **insured**, the court or tribunal pays.

What the insurer 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 ARAG Standard Terms of Appointment and these will not be paid by the **insurer**.
2. If the **insured** is registered for VAT the **insurer** 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 the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** are using the **insured's** own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects). If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn.

Insured Incidents

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; or

ii) in unfair dismissal disputes under the ACAS Arbitration Scheme; or

iii) in legal proceedings in respect of any dispute with:

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 to insured incident 1 a)

Insured incident 1 a) does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force before:
   a) any dispute where the originating cause of action arises within the first 90 days of the start of this section of the policy
   b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this section of the policy if the Date of Occurrence was within the first 180 days of the start of this section of the policy and the dispute relates directly to the same matter(s) which gave rise to that warning
   c) any notice of redundancy or alleged redundancy or unfair selection for redundancy which arises within the first 180 days of the start of this section of the policy
2. any claim in respect of damages for personal injury
3. employee internal disciplinary or grievance procedures
4. pursuing the **insured's** legal rights

b) Compensation Awards

The **insurer** will pay:

i) any basic and compensatory award; and/or

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

in respect of a claim the **insurer** has accepted under insured incident 1 a).

Provided that:

1) any sum of money in settlement of a dispute is awarded by a court, or tribunal or 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 the **insurer**.

2) The total amount payable by the **insurer** for all compensation awards and sums of money in settlement of a dispute in aggregate and in any one period of insurance will not exceed £1,000,000

Exclusions to insured incident 1 b)

Insured incident 1 b) does not cover a claim relating to the following:

1. any compensation award relating to the following:
   a) trade union activities, trade union membership or non-membership
   b) pregnancy or maternity rights, paternity, parental or adoption rights
   c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
   d) statutory rights in relation to trustees of occupational pension schemes
2. non-payment of money due under a contract

3. any award ordered because the **insured** has failed to provide relevant records to employees under National Minimum Wage legislation
4. any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
5. 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 legal rights if an event arising from an Insured Person's work as an employee leads to civil action being taken against them under legislation for unlawful discrimination

d) Service Occupancy
Costs and Expenses to recover possession of premises owned by or for which the **insured** is responsible from the **insured's** employee or ex-employee.

Exclusion to insured incident 1 d)
Insured incident 1 d) does not cover a claim relating to the following:

1. any claim relating to defending the insured's legal rights other than defending a counter-claim that is an insured incident under this section of the policy.

2. Legal Defence
At the insured's request:

a) Costs and Expenses to defend the Insured Person's legal rights:

i) prior to the issue of legal proceedings when dealing with the:

1) police; or

2) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

where it is alleged that the Insured Person has or may have committed a criminal offence

ii) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

Provided that for claims relating to the Health and Safety at Work etc Act 1974 the Territorial Limit shall be any place where the Act applies.

Please note the **insurer** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business**. Please see Section 2-Cover

b) Costs and Expenses to defend the Insured Person's legal rights 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. The **insurer** will also pay any compensation award 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. Please note the **insurer** will not pay any compensation award in respect of such a claim.

Provided that in respect of 2(b)(i) 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 the **insurer**.

Please note the **insurer** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Special exclusion 3 of this section of this Section.

c) Cost and Expenses to defend the Insured Person's legal rights following 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

d) Costs and Expenses to defend the Insured Person's (other than the **insured's**) legal rights if civil action is being taken against them as trustee of a pension fund set up for the benefit of the **insured's** employees.

e) Costs and Expenses for an appeal against the imposition or terms of any statutory notice issued under legislation affecting the **insured's** business

f) the **insurer** will pay for an Insured Person's absence from work:

i) to perform jury service

ii) to attend any court or tribunal at the request of the Representative.

The maximum the **insurer** will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount the **insured**, the court or tribunal, have paid them.

The **insurer** will 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.

Exclusions to insured incident 2

Insured incident 2 does not cover a claim relating to the following:

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs. Please note this exclusion applies to section a) i) of the Legal defence cover.
2. investigations or prosecutions for alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle. Please note this exclusion applies to sections a) i) and a) ii) of the legal defence cover
3. a) the loss, alteration, corruption or distortion of, or damage to stored personal data; or

   b) a reduction in the functionality, availability, or operation of stored personal data

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

   Please note this exclusion applies to section b) of the Legal defence cover.
4. an appeal against the imposition or terms of any Statutory Notice issued in connection with the **insured's** licence, mandatory registration or British Standard Certificate of Registration
5. a Statutory Notice issued by an Insured Person's regulatory or governing body.

Please note exclusions 4. and 5. apply to section e) of the Legal defence cover

6. any claim if the **insured** or the Insured Person are unable to prove the loss (Please note, this exclusion applies to section f) of the Legal defence cover.

3. Statutory Licence Appeal

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

Exclusions to insured incident 3

Insured incident 3 does not cover a claim relating to the following:

1. the original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

4. Contract Disputes

This insured incident is only operative if shown in the schedule.

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

Provided that:

a) the amount in dispute exceeds £500 (incl. VAT). If the amount in dispute exceeds £5,000 (incl. VAT), the **insured** must pay the first £500 of any claim. If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** 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 **insured's** claim has Reasonable Prospects).

   If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn

b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £500 (incl. VAT)

c) if the dispute relates to money owed to the **insured** a claim under this section of the policy is made within 90 days of the money becoming due and payable.

Exclusions to insured incident 4

Insured incident 4 does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was in force immediately before, any dispute arising from an agreement entered into prior to the start of this section of the policy if the Date of Occurrence is within the first 90 days of start of this section of the policy
2. a) a dispute relating to an insurance policy, other than when the **insured's** insurer refuses the **insured's** claim
   b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with these matters
   c) a loan, mortgage, pension, guarantee or any other financial product other than a dispute with a professional adviser in connection with these matters
3. a dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **insured**. (Please refer to insured incident 1 Employment disputes and compensation awards.)
4. a dispute which arises out of the:
   a) sale or provision of computer hardware, software, systems or services
   b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the **insured's** own specification
5. a dispute arising from a breach or alleged breach of professional duty by an Insured Person
6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

5. Debt Recovery

This insured incident is only operative if shown in the schedule.

Costs and Expenses for the insured's legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Provided that:

a) the debt exceeds £500 (incl. VAT)

b) a claim for debt recovery under this section of the policy is made within 90 days of the money becoming due and payable

c) the **insurer** has the right to select the method of enforcement or to forego enforcing judgment if the **insurer** is not satisfied that there are or will be sufficient assets available to satisfy judgment.

Exclusions to insured incident 5

Insured incident 5 does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately before, any debt arising from an agreement entered into prior to the start of this section of the policy if the debt is due within the first 90 days of the start of this section of the policy
2. any claim relating to the following:
   a) the settlement payable under an insurance policy
   b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings
   c) a loan, mortgage, pension, guarantee or any other financial product, other than a dispute with a professional adviser in connection with these matters
3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party intimates that a defence exists
5. any dispute which arises from debts the **insured** has purchased from a third party

6. Property Protection and Bodily Injury

a) Property Protection

Costs and Expenses for the **insured's** legal rights in any civil dispute relating to property which is owned by or the responsibility of the **insured** following:

i) any event which causes physical damage to such property

ii) a legal nuisance (meaning any unlawful interference with the **insured's** use or enjoyment of the **insured's** land, or some right over, or in connection with it); or

iii) a trespass.

Please note that the **insured** must have established or there must be reasonable prospects of the **insured** establishing, the legal ownership or right to the physical property that is the subject of the dispute.

Exclusions to insured incident 6 a)

Insured incident 6 a) does not cover any claim relating to the following:

1. a contract entered into by the **insured** (please refer to insured incident 4 Contract disputes, if operative)
2. physical property which is in transit or which is lent or hired out
3. goods at premises other than those occupied by the **insured** unless the goods are at the premises for the purpose of installations or use in work to be carried out by the **insured**
4. mining subsidence
5. defending the **insured's** legal rights other than in defending a counter-claim

6 the enforcement of a covenant by or against the **insured**.

b) Bodily Injury

At the **insured's** request, 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 to insured incident 6 b)

Insured incident 6 b) does not cover any claim relating to the following:

1. any illness or bodily injury which develops gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an Insured Person's or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

7. Tax Protection

Costs and Expenses for:

a) a Tax Enquiry

b) an Employer Compliance Dispute

c) a VAT dispute.

Provided that the **insured** has taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note the **insurer** will only cover tax claims which arise in direct connection with the activities of the **business**. Please see Section 2-Cover

Exclusions to insured incident 7

Insured incident 7 does not cover a claim relating to the following:

1. a tax avoidance scheme
2. any failure to register for Value Added Tax or Pay As You Earn
3. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. any claim relating to import or excise duties and import VAT
5. any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Section 3 – Special Exclusions

This section of the policy does not cover:

1. any claim reported to the **insurer** more than 180 days after the date the Insured Person should have known about the insured incident
2. Costs and Expenses incurred before the expressed acceptance of a claim by the **insurer**
3. fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1b) Compensation Awards and 2 Legal Defence
4. any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
5. any claim relating to rights under a franchise or agency agreement entered into by the **insured**
6. Any wilful act or omission of an Insured Person deliberately intended to cause a claim under this section of the policy
7. a dispute with the **insurer** not otherwise dealt with under special condition 7
8. any claim relating to a shareholding or partnership share in the **business**.
9. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry
10. legal action an Insured Person takes which the **insurer** or the Representative have not agreed to or where the Insured Person does anything that hinders the **insurer** or the Representative
11. when either at the start of or during the course of a claim the **insured** is declared bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator
12. any claim relating to written or verbal remarks that damage the Insured Person's reputation

13 any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

Section 4 – Special Conditions

1. An Insured Person must:
   a) co-operate fully with the **insurer** and the Representative;
   b) give the Representative any instructions that the **insurer** asks the **insured** to.
2. a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm or tax consultancy as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
   b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm or tax expert to act as the Representative. The insurer will choose the Representative to represent the **insured** in any proceedings where the **insurer** is liable to pay a compensation award.
   c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm or tax consultancy, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the ARAG Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
   d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3. a) An Insured Person must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer** expressed consent.
   b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
   c) The **insurer** 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 the **insurer** to take over and pursue or settle a claim in their name. An Insured Person must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give the **insurer** all the information and help the **insurer** needs to do so.

4. a) an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.

   b) An Insured Person must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.

5. If a Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.

6. (a) If an Insured Person settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.

   (b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses and compensation awards they have agreed to, up to the date cover was withdrawn.

7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

   If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** 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.

8. If there is a disagreement between an Insured Person and the **insurer** on the merits of the claim or proceedings, or on a legal principle, the **insurer** 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 the **insurer** and the cost expressly agreed in writing between the Insured Person and the **insurer**. Subject to this the **insurer** 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 the **insurer** has agreed to) or make a successful defence. This does not affect the Insured Person's rights under Special Condition 7.

9. An Insured Person must:

   a) keep to the terms and conditions of this section of the policy

   b) take reasonable steps to avoid and prevent claims

   c) take reasonable steps to avoid incurring unnecessary costs

   d) send everything the **insurer** asks for in writing; and

   e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.

10. Apart from the **insurer** the **insured** is the only person who may enforce all or any of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.

11. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.

12. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

HOW TO MAKE A COMPLAINT

The **insurer** will always aim to give the **insured** a high quality service. If the **insured** thinks the **insurer** has let the **insured** down, the **insured** can contact the **insurer** by:

- phoning **0344 893 9013**
- emailing **customer-relations@arag.co.uk**
- writing to the **Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW**
- completing the **insurer's** online complaint form at **www.arag.co.uk/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

The **insured** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action

DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (ARAG) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – www.arag.co.uk/privacy. If you require a written copy of the **insurer's** privacy notice please email dataprotection@arag.co.uk.

HOW THE INSURER COLLECTS THE INSURED PERSONS INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase an ARAG product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the **insurer's** helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of ARAG. The **insurer** will also share information with your insurer or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of ARAG please visit the **insurer's** website www.arag.co.uk/privacy.

Your information may be disclosed when the **insurer** believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of ARAG; employees, the public or ARAG property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

WHAT IS THE INSURER'S LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

WHAT ARE THE INSURED'S RIGHTS?

The following rights are available in relation to the handling of personal data:

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

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

Data Protection Officer
ARAG Legal Expenses Insurance Company Limited
Unit 4a
Greenway Court
Bedwas
Caerphilly
CF83 8DW

Or via Email: dataprotection@arag.co.uk

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk.

Part U – Terrorism

Section 1 – Special definitions

Act of Terrorism
Any act or 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 His Majesty's Government in the United Kingdom or any other government de jure or de facto.

Computer System
A computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

Data
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
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 the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Hacking
Unauthorised access to any Computer System whether the **insured's** property or not.

Phishing
Any access or attempted access to Data made by means of misrepresentation or deception.

Virus or Similar Mechanism
Program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor Computer Systems, Data or operations, whether involving self-replication or not.

Virus or Similar Mechanism 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.

Section 2 – Cover
In the event that:

a) His Majesty's Government or His Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of Terrorism; or

b) His Majesty's Government or His Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and that refusal is reversed by the decision of a validly constituted tribunal

the **insurer** will by this Terrorism cover provide cover for accidental loss of or damage to material property (hereafter referred to as 'Damage') and consequential loss proximately caused by such Act of Terrorism in so far and to the extent that such Damage and consequential loss is insured under parts A, B, C, D, E and O of this policy.

Provided always that:

1) the liability of the **insurer** will not exceed:

   A) in the whole the total sum insured

   B) in respect of any item its sum insured

   C) any other limit of indemnity

   stated in the schedule to this part at the time of the loss or damage

2) such Damage and consequential loss occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

3) in any action, suit or other proceedings where the insurer alleges that any Damage and consequential loss is not covered under section 2 the burden of proving that such Damage and consequential loss is covered will fall upon the **insured**

4) the insurance effected by section 2 excludes:

A) any losses whatsoever:

a) 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

b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

i) damage to or the destruction of any Computer System; or

ii) any alteration, modification, distortion, erasure or corruption of Data

in each case whether the property of the **insured** 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, Hacking, Phishing or Denial of Service Attack

Proviso to exclusion 4) A) b)

save that Covered Loss otherwise falling within this exclusion 4) A) b) will not be treated as excluded by exclusion 4) A) b) solely to the extent that such Covered Loss:

i) results directly (or, solely as regards ii) 3) below, indirectly) from 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; and

ii) comprises:

1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or

2) the amount of business interruption loss suffered directly by the **insured** by way of loss of or reduction in profits, revenue or turnover or increased cost of working 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 other Property within one mile of the Property insured to which access is affected; or

3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the **insured** to avoid or diminish such loss

and

iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

iv) for the purposes of this Proviso

1) The meaning of 'Property' shall exclude:

A) any money (including **money**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and

B) any Data.

2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of Property insured, the proximate cause of which is an Act of Terrorism.

v) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under section 2 of this part

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under section 2 of this part

B) any type of property which has been specifically excluded under parts A, C, E and O

C) 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**

5) save for the exclusions listed in 4) above no other exclusions applicable to parts A, B, C, E and O will apply to the insurance effected by section 2 of this part. All the other terms, definitions, provisions and conditions of said parts including but not limited to any **excess** or deductible to be borne by the **insured** will apply to the insurance effected by section 2 of this part except for:

A) any Long Term Agreement applying to this policy

B) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance

C) any extension of **premises** to locations outside England and Wales and Scotland.

2.1 Uncertified Terrorism

In the event that His Majesty's Government or His Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and such refusal is upheld by the decision of a validly constituted tribunal general exclusion 4 will not apply to parts A, B, C, E and O in respect of such event or occurrence.

Provided always that:

a) such **damage** and/or **business interruption** occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

b) the liability of the **insurer** will not exceed:

i) in the whole the total sum insured

ii) in respect of any item its sum insured

iii) any other limit of indemnity

stated in the schedule to parts A, B, C, E, and O at the time of the said event or occurrence

c) save for proviso a) above the terms, definitions, provisions and conditions applicable to parts A, B, C, E and O will apply to this clause.

ARAG Head and Registered Office:
ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

Registered in England and Wales | Company Number 103274
Website: **www.arag.co.uk**

ARAG 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.

Zurich Management Services Limited
Registered in England and Wales no. 2741053.
Registered Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd
A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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