




Charity and Community Connect Insurance Policy





Charity and Community Connect is especially designed for registered and recognised charities, organisations holding charitable status, charitable incorporated organisations (CIO), community interest companies (CIC), voluntary, not-for-profit organisations and social enterprises.

CHARITY AND COMMUNITY CONNECT

Thank you for insuring with Ansvar and we welcome you as a policyholder. We have been trading in the UK for more than 50 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Please read the policy and check the schedule carefully to ensure that it meets your needs. Your attention is drawn to the special requirements in the policy which are aimed at reducing the risk of loss, damage or liability. Special requirements are conditions you must comply with if they relate to your activities or property. Failure to do so will result in the non-payment of a claim if such failure caused or increased the loss.

The schedule enclosed with this policy shows your individual details and the sections of cover which are operative together with any endorsement numbers which may apply. The schedule is normally reissued each time there is a change under the policy. If you find any mistakes, please contact your insurance advisor or us.

You must tell us about any changes which affect your policy. Failure to do so could invalidate your cover. If you are not sure whether certain facts or changes are relevant please check with your insurance advisor or us.

Index-linking of sums insured within this policy only reflects general inflationary changes. It remains your responsibility to ensure that the sums insured are adequate to provide cover in the event of any damage.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure together with details of our participation in the Financial Ombudsman Service.

Underwritten by Ecclesiastical Insurance Office plc

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Making A Claim

ANY CLAIMS APART FROM GLASS OR LEGAL EXPENSES

Phone: 0845 606 0431 (our dedicated 24 hour claims number)

Email: ansvar.claims@ansvar.co.uk

Online: www.ansvar.co.uk

Fax: 01323 739355

Write to: Claims Department, Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, BN21 3UR

GLASS

Phone Glassolutions: 0800 47 47 47

- Glassolutions provide a 24 hour, 365 days a year boarding up and replacement glazing service.
- In the event of glass breakage, contact Glassolutions by telephone as above.
- If you are insured for glass breakage, Glassolutions will issue separate invoices to:
 - you in respect of any policy excess and recoverable VAT
 - Ansvar for the remaining cost.
- If the glass is not insured, you will be solely responsible for the entire cost of repairs.

LEGAL EXPENSES

Phone DAS on 0117 934 0437 (quoting reference EPS/6700850)

Email: newclaims@das.co.uk

Write to: Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

- The insured person must inform DAS as soon as possible and within the time limits stipulated under the terms of the policy, giving full details in writing of the insured incident and providing such proofs, supporting evidence and other information as DAS may require.
- DAS will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice.
- If your dispute needs to be dealt with as a claim under this policy, DAS will give you a claim reference number. At this point DAS will not be able to tell you whether you are covered but they will pass the information you have given to their claims handling teams and explain what to do next.
- Claims are usually handled by a representative appointed by DAS, but sometimes DAS deal with them themselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.
- Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, we will not pay the costs involved.

BUILDINGS, CONTENTS AND ALL RISKS

- After any loss or damage you must take all reasonable steps to prevent further loss or damage.
- If the damage is serious, we may decide to appoint an independent loss adjuster or investigator to deal with your claim, therefore you must contact our claims department immediately for further assistance.
- Claims for damage by riot and civil commotion must be reported to us and the police within 7 days in order to protect your, and our, rights of recovery against the police authorities.
- If possible, obtain competitive estimates for the repair and, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged property is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the requested information, with a completed claim form where requested, for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.
- When necessary, you should arrange for emergency repairs to be carried out to prevent further damage.

LIABILITY (CLAIM BEING MADE AGAINST YOU)

- If someone is making a claim against you please notify us immediately.
- Do not make any promise to pay.
- Send any letter or document to us unanswered.

MONEY

- We require substantiation to support your claim and the loss needs to be reported to the police immediately on discovery.

REFRIGERATED CONTENTS

- Please compile a list of the spoiled contents and if possible a photograph of the items.

SALVAGE

- All salvage must be protected and retained for our inspection, unless we or the loss adjuster have instructed you to the contrary.

THEFT, LOSS AND MALICIOUS DAMAGE

- Tell the police immediately if property is stolen, maliciously damaged or if a valuable item is lost, and obtain a crime or lost property reference number. You must take all reasonable steps to prevent any further loss.

Helpline Services

DAS Legal Expenses Insurance Company Limited (DAS) will not accept responsibility if the Helpline Services fail for reasons DAS cannot control.

- DAS provide these services 24 hours a day, seven days a week during the period of insurance.
- All helplines apply to the United Kingdom unless otherwise stated.
- To help DAS check and improve their service standards, DAS record all calls, other than for the COUNSELLING service.
- Please do not phone DAS to report a general insurance claim.

Phone DAS on 0117 934 0437 (quoting reference EPS/6700850)

EUROLAW COMMERCIAL LEGAL ADVICE

DAS will give the Insured confidential legal advice over the phone on any commercial legal problem affecting the Insured, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

DAS will give the Insured confidential advice over the phone on any tax matters affecting the Insured under the laws of the United Kingdom.

EMERGENCY ASSISTANCE

In the event of an unforeseen emergency affecting the Insured's premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the Insured. All costs of assistance provided are the responsibility of the Insured, but if the damage is covered under your policy you will be able to submit a claim in the normal way.

COUNSELLING (these calls are not recorded)

Phone DAS on 0117 934 2121

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

THE EMPLOYMENT MANUAL

- The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.
- To view it, please visit the DAS website at www.das.co.uk. From the Home Page click on the Employment Manual icon.
- All the sections of this web-based document can be printed off for your own use.
- Contact DAS at employmentmanual@das.co.uk with your email address, quoting the reference and DAS will contact you by email to inform you of future updates to the information.

Data Protection Act

Full details about how Ansvar hold and use your data can be found in our privacy policy available on our website www.ansvar.co.uk

The Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by government, which gives you your money back if your authorised financial services provider is unable to pay you because it has insufficient assets.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought.

The FSCS does not charge individual consumers for using its service.

The FSCS cannot help you if the firm you have done business with is still trading.

You can write to:

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

Visit the website: www.fscs.org.uk

Phone FSCS helpline on 0207 741 4100 or 0800 678 1100

Fraud Prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims.

For further information please refer to our privacy policy available on our website www.ansvar.co.uk

Complaints Procedure

If you have any reason to complain about the advice or service you have received, please contact us as soon as possible.

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

Ansvar Insurance

Ansvar House, St. Leonards Road, Eastbourne, East Sussex BN21 3UR

Phone Ansvar Insurance on 0845 60 20 999 or 01323 737541

Email: ansvar.insurance@ansvar.co.uk

OUR PROMISE TO YOU

We will aim to resolve your complaint within one business day

If this is not possible

- We will promptly acknowledge all complaints.
- All complaints will be investigated diligently and impartially within Ansvar.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.
- If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take the complaint to:

Financial Ombudsman Service (FOS)

South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Phone FOS on **0800 023 4567** free if phoning from a 'fixed' line (for example a land line at home), or

0300 123 9123 free for mobile phone users who pay a monthly call charge for calls to numbers starting 01 or 02

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

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

Useful Addresses

ANSVAR INSURANCE

Ansvar House, St Leonards Road
Eastbourne, East Sussex, BN21 3UR

www.ansvar.co.uk

ASSOCIATION OF BRITISH INSURERS

Consumer Information Department
51 Gresham Street, London, EC2V 7HQ

www.abi.org.uk

DAS LEGAL EXPENSES INSURANCE CO. LTD

DAS House, Quay Side
Temple Back, Bristol, BS1 6NH

www.das.co.uk

FINANCIAL OMBUDSMAN SERVICE

South Quay Plaza
183 Marsh Wall, London, E14 9SR

www.financial-ombudsman.org.uk

FINANCIAL CONDUCT AUTHORITY

(To protect and enhance consumer
confidence in the UK financial system)

25 The North Colonnade
Canary Wharf, London, E14 5HS

www.fca.org.uk/

FINANCIAL SERVICES COMPENSATION SCHEME

10th Floor, Beaufort House
15 St Botolph Street, London, EC3A 7QU

www.fscs.org.uk

PRUDENTIAL REGULATION AUTHORITY

(To promote safety and soundness of regulated firms and, in respect of insurers,
secure the appropriate degree of protection for policyholders)

Bank of England, Threadneedle Street, London, EC2R 8AH

www.bankofengland.co.uk/pr/

Charity and Community Connect Policy Wording

We and **you** agree that:

- a) the basis of the contract is:
 - the information contained in the proposal, declaration or statement of facts, and
 - any additional or supplementary information supplied;
- b) the policy, schedule and any endorsements (including any replacements for them) are to be read together as one document;
- c) **we** will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the **period of insurance** shown in the schedule, provided that **you** pay, or agree to pay, the premium and **we** accept the premium;
- d) this policy (other than the Legal Expenses section) shall be governed by and construed in accordance with the law of England and Wales unless **your** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law;
- e) **we** will communicate with **you** in English at all times;
- f) a person or company who is not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Definitions

Some words or phrases used in the policy and the endorsements are in **bold italics** and have particular meanings that are stated below unless otherwise specified by endorsement. If they are not in **bold italics** then the normal everyday meaning will apply. These definitions apply equally where used in the singular or plural unless otherwise stated.

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| accountant's costs | a reasonable amount in respect of all costs reasonably incurred by the representative |
| adverse publicity | any publicly available statement, report, comment or speculation, upon any actual or alleged act, omission or statement made, which may result in damage to the good name, standing or public opinion of the charitable body |
| agreement | the tenancy, rental or other contract between you and the hirer concerning the use of the premises |
| asbestos | asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos |
| aspect enquiry | an examination by HM Revenue & Customs which considers one or more specific aspects of the insured's self assessment and/or corporation tax return (and at the request of the insured the self-assessment and/or corporation tax return of the directors and partners of the insured) |
| attendance expenses | <p>the insured person's salary or wages for the time that the insured person is off work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceeding at the request of the representative or while attending jury service We will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for.</p> <p>The amount we will pay is based on the following:</p> <ul style="list-style-type: none"> • the time the insured person is off work including the time it takes to travel to and from the court, tribunal or hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours • if the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages • if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages |
| bodily injury | death, illness, injury or disease |

Definitions

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| <p>buildings</p> | <p>the buildings at the premises used for your activities, including:</p> <ul style="list-style-type: none"> • landlords fixtures and fittings • fixed glass forming part of the buildings • piping, ducting, cabling, wiring and associated control gear and accessories on the premises and extending to the public mains • solar panels and wind turbines fixed to buildings • tenants improvements • outbuildings • walls, gates, fences, decking, lychgates, monuments, notice boards, nameplates, signs and fixed garden seating • paths, drives, car parks and other paved or hard-standing areas • swimming pools • fixed outdoor adventure and playground equipment • artificial playing surfaces • inspection covers, fixed lighting, storage tanks, plant or equipment external to the building(s) <p>all belonging to you or for which you are responsible</p> <p>The following are not included as buildings:</p> <p>a) land, jetties, piers or bridges</p> |
| <p>charity</p> | <ul style="list-style-type: none"> • a registered or recognised charity or organisation holding charitable status • a volunteer organisation • a not-for-profit company • a company limited by guarantee • a Charitable Incorporated Organisation (CIO) • a Community Interest Company (CIC) • a social enterprise <p>the purposes and objectives for which are recognised as charitable in law and are for the public benefit</p> |
| <p>charitable body</p> | <p>a) applicable to the Trustees and Directors Indemnity section only the charity named as the person(s), church, company or organisation stated in the schedule as the policyholder and any of their wholly or majority owned subsidiary companies</p> <p>b) applicable to all sections other than the Trustees and Directors Indemnity section the charity named as the person(s), church, company, or organisation stated in the schedule as the policyholder</p> |
| <p>claim</p> | <p>your request to us for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause</p> |
| <p>claim made</p> | <ul style="list-style-type: none"> • any claim notified to us, or • any circumstances which may give rise to a claim that you discover and notify to us <p>during the period of insurance</p> |
| <p>computer equipment</p> | <p>all computer equipment which is used for electronic processing, communication and storage of electronic data, including all ancillary equipment, environmental or voltage control systems, power supply and wiring</p> |

Definitions

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| <p>contents</p> | <p>furniture, fixtures, fittings, plant, machinery, appliances, documents, electronic data, consumable stock not for sale and all other contents used in connection with your activities and belonging to you or for which you are responsible</p> <p>The following are not included as contents:</p> <ul style="list-style-type: none"> a) landlords fixtures and fittings b) tenants improvements c) property more specifically insured d) clothing and personal effects e) money, credit or debit cards f) securities and financial instruments of any description whether negotiable or non-negotiable g) watercraft (unless non-mechanically propelled and under 9 metres in length), aircraft, hovercraft, motor vehicles (other than power assisted wheelchairs or domestic gardening equipment), horse boxes, trailers, trailer tents, caravans, or any of the parts or accessories that belong to any of them h) pets, livestock or other animals i) stock held for sale and electronic equipment j) any property owned by or the responsibility of individual insured persons in his/her/their own private capacity and not used in connection with your activities. <div style="border: 1px solid black; padding: 5px;"> <p>SPECIAL NOTE (not forming part of the policy)</p> <p>1. Cover is provided for contents for which you are responsible. This cover does not provide for contents belonging to hirers, tenants or other occupiers of the premises who must arrange separate insurance in their own name if they require cover for their property.</p> </div> |
| <p>costs and expenses</p> | <ul style="list-style-type: none"> a) applicable to Legal Expenses only <ul style="list-style-type: none"> • legal costs • accountant's costs • attendance expenses b) applicable to all sections other than Legal Expenses <ul style="list-style-type: none"> • legal costs and expenses recoverable from you by any claimant • defence costs and expenses incurred with our written consent |
| <p>damage / damaged</p> | <p>physical loss, destruction or damage</p> |
| <p>DAS</p> | <p>DAS Legal Expenses Insurance Company Limited</p> |
| <p>date of occurrence</p> | <p>the date of occurrence for:</p> <ul style="list-style-type: none"> • civil cases (other than under insured incident - 8 Tax Protection), is when the cause of action first accrued • criminal cases, is when the insured person commenced or is alleged to have commenced to violate the criminal law in question • licence or registration appeals, is 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 • full enquiries or aspect enquiries, is when HM Revenue & Customs first notifies in writing the intention to make enquiries • tax intervention enquiries, is when HM Revenue & Customs first contacts the insured in relation to commencing a tax intervention enquiry into the insured's business accounts • Employers' Compliance and Value Added Tax disputes, is when the relevant authority sends an assessment or written decision to the insured • formal regulatory investigations and disciplinary hearings, is when an insured person first receives formal notice of such investigation or disciplinary hearing • a Charity Commission Investigation is when the insured receives notification from the Charity Commission that they are to conduct an investigation |
| <p>declared value</p> | <p>the cost of reinstatement of the buildings insured at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors that may operate subsequently) plus an allowance for:</p> <ul style="list-style-type: none"> • the additional costs of reinstatement • professional fees • debris removal costs <p>as insured under the Additional Fees and Costs extension to the Buildings section of this policy</p> |
| <p>defamation</p> | <p>defamation, libel, slander and slander of title to goods</p> |

Definitions

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| denial of service attack | any actions or instructions construed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems. Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks |
| designated premises supervisor | any person holding a personal licence specified as such in the premises licence |
| documents | <p>a) applicable to the Trustees and Directors Indemnity section only: any printed, written or digitally produced deed, will, certificate, plan, book, letter, agreement or document of any type which relates to the charitable body, provided that: the following are not included in this definition:</p> <ul style="list-style-type: none"> – any bearer bond, coupon, bank or currency note or other negotiable instrument <p>b) applicable to all sections other than Trustees and Directors Indemnity: documents, records, ledgers, books, manuscripts, plans and designs but not electronic data</p> |
| electronic equipment | <ul style="list-style-type: none"> • computer equipment • all other electronic office equipment • used in connection with your activities and belonging to you or for which you are responsible |
| employee | <p>a) applicable to all sections any person:</p> <ul style="list-style-type: none"> • under a contract of service or apprenticeship with you • who is hired to, supplied to or borrowed by you • engaged under a work experience or similar scheme • helping as an authorised volunteer • who is a trustee or director of yours <p>while under your direct control and supervision and working for you in connection with your activities</p> <p>b) applicable to Employers Liability and Public and Products Liability sections only as in a) above and any:</p> <ul style="list-style-type: none"> • labour only sub-contractor or anyone employed by them • self-employed person <p>while under your direct control and supervision and working for you in connection with your activities</p> |
| environmental defence costs | legal costs and expenses reasonably incurred in obtaining advice and representation in the defence of any criminal proceedings which are initiated during the period of insurance in respect of any actual, alleged or threatened pollution, contamination or seepage of any kind |
| excess | the first amount of each and every agreed claim that you will be asked to pay |
| extra expenses | <p>expenditure necessarily and reasonably incurred by you in order to minimise the interruption or interference with your activities, including the cost of:</p> <ul style="list-style-type: none"> • removal to and from temporary premises and fitting up for your use • the additional rent, rates and taxes for these temporary premises • salaries of additional employees and overtime payments • reproducing documents or electronic data not covered under the Contents section but not the value to you of the documents or electronic data nor the materials on which the information is held |
| fixed glass | <p>fixed:</p> <ul style="list-style-type: none"> • plain plate or sheet glass • plain non-glass glazing materials in windows or protecting glass in windows • toughened, armoured, wired, curved, leaded, engraved, stained, coloured or other special glass |
| fraudulent or dishonest act | any act or all acts of fraud or dishonesty committed by any employee or employees acting alone or in collusion with others, with the intention of making an improper personal financial gain, resulting in a financial loss to the charitable body |
| full enquiry | an extensive examination by HM Revenue & Customs which considers all aspects of the direct tax affairs of the insured (and at the request of the insured the direct tax affairs of the directors and partners of the insured) excluding those enquiries which are limited to one or more specific aspects of the insured's self assessment and/or corporation tax return |

Definitions

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| gross profit | the amount by which the sum of the turnover plus the value of closing stock and work in progress exceeds purchases plus the value of the opening stock and work in progress |
| hacking | unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether your property or not |
| heave | upward movement of the ground beneath the buildings as a result of the soil expanding |
| hirer | any person or organisation hiring the premises under an agreement with you |
| hirer's employee(s) | any person: <ul style="list-style-type: none"> • under a contract of service or apprenticeship with the hirer • who is hired to, supplied to or borrowed by the hirer • engaged under a work experience or similar scheme • helping as a volunteer while under the hirer's direct control and supervision and working for the hirer at the premises in connection with the agreement |
| income | the amount paid or payable to you for goods sold and delivered, collections, donations, gifts, grants or funding, fund-raising activities and for other services rendered in the course of your activities less the cost of any goods purchased |
| indemnity period | the period beginning with the damage or occurrence and ending not later than the expiry of the maximum indemnity period during which the results of your activities are affected because of the damage or occurrence |
| insured incident | as specified under WHAT IS COVERED within the Legal Expenses section |
| insured person | a) the insured and the directors, trustees, partners, managers, officers, committee members, governors, employees and any other individuals declared to us by the insured b) the estates, heirs, legal representatives or assigns of any person mentioned in a) above in the event of such person dying c) a person contracted to perform work for the insured who is in other respects insured by the insured on the same basis as the insured's employees and performs work under supervision and direction of the insured |
| landslip | downward movement of sloping ground |
| legal costs | <ul style="list-style-type: none"> • all reasonable and necessary costs chargeable by the representative on a standard basis • the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of DAS |
| loss of licence | any premises licence required to conduct your activities being forfeited, withdrawn, suspended, refused transfer or refused renewal under rules that apply to the registration or by the regulating authority and resulting from a cause beyond your control |
| loss of licence indemnity period | the period beginning with the date of the loss of licence and ending not later than the 12 months thereafter during which the results of your activities are affected by the loss of licence |
| maximum indemnity period | the consecutive period of months shown in the schedule |
| medical malpractice | any actual or alleged negligent act, error or omission in rendering or failing to render medical professional treatment or services which results in bodily injury |
| mobility equipment | your manual and powered wheelchair(s) and scooter(s) as defined by, and used in accordance with, The Use of Invalid Carriages on Highways Regulations 1988 |

Definitions

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| money | <ul style="list-style-type: none"> • current coins and banknotes • unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines • cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts • National Savings certificates, premium bonds • VAT purchase receipts <p>all belonging to you or for which you are responsible in connection with your activities</p> |
| non-negotiable money | crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to you or for which you are responsible in connection with your activities |
| offshore | <ul style="list-style-type: none"> • embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel • whilst on any offshore rig, platform or service or accommodation vessel |
| outbuildings | sheds, glass-houses, conservatories, garages, storage units, plant rooms, workshops or other buildings at the premises , all being used for your activities , either: <ul style="list-style-type: none"> • detached from, or • attached to but not internally communicating with the main buildings |
| outstanding debit balances | the amounts debited or invoiced to customers as set out in your records or accounts for your activities but not paid at the time of the damage , adjusted for bad debts and any abnormal trading conditions |
| pastoral care | the use of counselling skills to provide free, informal, unstructured care and ministry relating to a particular concern of an individual seeking the help of the church or organisation |
| period of insurance | the period shown on the schedule for which you have paid, or agreed to pay, and we agree to accept the premium |
| personal licence | a personal licence as defined under the Licensing Act 2003 |
| premises | the premises shown in the schedule as 'Location' |
| premises licence | a premises licence, or a qualifying club premises certificate as defined under the Licensing Act 2003 |
| products | goods (including their containers, packaging, labelling or instructions) no longer in your custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by you from or in the territorial limits in connection with your activities |
| professional indemnity wrongful act | actual or alleged: <ul style="list-style-type: none"> • negligent act, negligent error or negligent omission committed or attempted by you or any employee • breach of professional duty owed by you to a third party • dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by an employee • defamation made by you <p>in the provision of a professional service in the conduct of your activities resulting in a civil liability</p> |
| professional service | the professional services noted on the schedule provided to a third party by you |
| professional supplier | any third party individual, company or organisation, other than you or your employees , that: <ul style="list-style-type: none"> • organises • runs • supervises <p>activities as a business, and provides such activities for you under contract with or without a fee being charged</p> |
| public relations expenses | additional expenses in the engagement of publicity and public relations services |
| rate of gross profit | gross profit expressed as a percentage of turnover during the financial year immediately before the date of damage |

Definitions

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| reinstatement | the rebuilding, replacement or repair of property damaged to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new. Where appropriate, reinstatement may be carried out: <ul style="list-style-type: none"> to your requirements upon another site provided our liability is not increased | | | |
| rental income | the rental income for the premises paid or payable to you in the course of your activities | | | |
| representative | the lawyer, accountant or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms under the Legal Expenses section | | | |
| resident | any person, including any employee , who lives permanently or temporarily at the premises as their home or temporary accommodation | | | |
| settlement | downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction | | | |
| specified disease | one or more of the following: <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="vertical-align: top; width: 33%;"> <ul style="list-style-type: none"> acute encephalitis acute poliomyelitis anthrax cholera diphtheria dysentery legionellosis legionnaires disease leprosy leptospirosis malaria </td> <td style="vertical-align: top; width: 33%;"> <ul style="list-style-type: none"> measles meningitis meningococcal septicaemia (without meningitis) mumps ophthalmia neonatorum paratyphoid fever plague rabies relapsing fever rubella </td> <td style="vertical-align: top; width: 33%;"> <ul style="list-style-type: none"> scarlet fever smallpox tetanus tuberculosis typhoid fever typhus fever viral haemorrhagic fever viral hepatitis whooping cough yellow fever </td> </tr> </table> | <ul style="list-style-type: none"> acute encephalitis acute poliomyelitis anthrax cholera diphtheria dysentery legionellosis legionnaires disease leprosy leptospirosis malaria | <ul style="list-style-type: none"> measles meningitis meningococcal septicaemia (without meningitis) mumps ophthalmia neonatorum paratyphoid fever plague rabies relapsing fever rubella | <ul style="list-style-type: none"> scarlet fever smallpox tetanus tuberculosis typhoid fever typhus fever viral haemorrhagic fever viral hepatitis whooping cough yellow fever |
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| stock | stock and materials in trade, including trade samples and promotional goods, owned by you or held in trust or on commission for which you are responsible and used in connection with your activities The following is not included as stock : a) consumable stock not for sale b) money | | | |
| subsidence | downward movement of the ground beneath the buildings other than by settlement | | | |
| tax intervention enquiry | an examination by HM Revenue & Customs to measure the level of compliance in the insured's financial accounting records to highlight areas where errors have occurred or may occur | | | |
| territorial limits | a) applicable to Legal Expenses section only i. for insured incidents 2 Legal Defence (excluding 2.c iii.), and 7 Bodily Injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey ii. for all other insured incidents : The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands b) applicable to all sections other than Legal Expenses i. England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man | | | |
| terrorism | an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear | | | |

Definitions

| | |
|--|---|
| terrorist activities | any act of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto and certified in writing as an Act of Terrorism by HM Treasury |
| trustee or director | any natural person who was, is or becomes a (an): <ul style="list-style-type: none"> • trustee • director • officer • governor • member of a committee of management • shadow or de facto director • employee acting in a managerial or supervisory capacity of the charitable body |
| turnover | the amount paid or payable to you for goods sold and delivered and for services rendered in the course of your activities |
| unoccupied | unoccupied, untenanted, empty or disused <div style="border: 1px solid black; padding: 5px;"> <p>SPECIAL NOTE (not forming part of the policy wording):</p> <p>1. Buildings that are hired or loaned to third parties on an hourly or daily basis for specific functions or activities as part of your activities are not deemed to be unoccupied during the periods between each hiring provided no one period between each hiring exceeds 30 consecutive days</p> </div> |
| 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. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs |
| we / us / our | Ansvar Insurance |
| working hours | any time when the buildings are occupied for your activities by you or any partner, director or employee responsible for money |
| wrongful act | any actual or alleged breach of trust, breach of duty, breach of warranty or authority, breach of statutory law, omission, neglect, error, misstatement, misleading statement, defamation , wrongful trading or any other act wrongfully committed or attempted by any trustee or director when carrying out his/her duties as a trustee or director of the charitable body |
| you / your / insured / policyholder | the person(s), company or organisation (including a body of trustees or board of directors) named in the schedule as the policyholder |
| your activities | <p>your charitable activities:</p> <ul style="list-style-type: none"> • operated from premises within the territorial limits, and • undertaken with your full knowledge, authority and under your or an authorised employee's control, and • which have been declared to us and described in the policy schedule or otherwise accepted by us in writing, and: <ul style="list-style-type: none"> – those listed as included within the 'Activities' endorsement forming part of the policy schedule – the ownership, repair or maintenance of the premises <p>The following are not included under your activities:</p> <p>a) any activity specifically excluded within the 'Activities endorsement' or elsewhere in the policy, unless declared to us and described in the policy schedule or otherwise accepted by us in writing</p> |

Section 1 Buildings

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|--|--|--|
| <p>We will pay for damage to buildings caused by any of the following events, including any optional event which is shown as operative in the schedule, unless otherwise stated by endorsement.</p> | | <ol style="list-style-type: none"> 1. The events and extensions to this section do not cover the amount of excess shown in the schedule unless otherwise stated. 2. Consequential loss of any kind. 3. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |
| EVENTS | | |
| 1 | <p>Fire, subterranean fire, explosion, lightning or earthquake.</p> | <ol style="list-style-type: none"> 1. Fire damage to property occasioned by or happening through: <ol style="list-style-type: none"> a) its own spontaneous fermentation or heating b) its undergoing any process involving the application of heat c) riot or civil commotion. 2. Explosion damage: <ol style="list-style-type: none"> a) consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus, belonging to you or under your control, in which internal pressure is due to steam only b) in respect of, and originating in, any vessel, machine or apparatus, or its contents, belonging to you or under your control, which is required to be examined to comply with any statutory regulations, unless such vessel, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service. |
| 2 | Smoke. | Damage by any gradually operating cause. |
| 3 | Aircraft or other aerial devices or articles dropped from them. | |
| 4 | <ol style="list-style-type: none"> a) Theft or attempted theft. b) Theft of external metalwork. <p>The most we will pay for theft of external metalwork is £25,000 for any claim.</p> | <ol style="list-style-type: none"> 1. Damage: <ol style="list-style-type: none"> a) occurring while the buildings are unoccupied b) resulting from theft or attempted theft of external metalwork occurring when scaffolding is erected at the premises unless we have agreed in writing to provide cover c) arising from the deliberate erasure, loss, distortion or corruption of electronic data. 2. Breakage, cracking or scratching of fixed glass, sanitary fittings or signs forming part of the buildings. |
| 5 | Impact by any road vehicle or train, or any goods falling from them, or animal. | Damage caused by domestic pets. |
| 6 | Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances. | Damage resulting from stoppage of work. |
| 7 | Malicious people or vandals. | Damage : <ol style="list-style-type: none"> a) occurring while the buildings are unoccupied b) caused by theft or attempted theft c) caused by fire or explosion d) arising from the deliberate erasure, loss, distortion or corruption of electronic data e) to fixed glass, sanitary fittings or signs forming part of the buildings. |
| 8 | Storm or flood. | Damage : <ol style="list-style-type: none"> a) caused by frost b) caused by subsidence, heave or landslip c) caused by storm while the buildings are unoccupied d) due solely to change in water table level e) as defined within event 9 (escape of water) f) to fences, gates or decking g) to swimming pools, paths, drives, car parks and other paved or hard-standing areas. |
| 9 | <ol style="list-style-type: none"> a) Escape of water from any tank, apparatus, pipe or automatic sprinkler installation. b) We will also cover damage to internal fixed water tanks, apparatus or pipes by freezing or forcible and violent bursting. | Damage occurring while the buildings are unoccupied . |
| 10 | Escape of fuel oil from any fixed oil-fired heating installation. | Damage occurring while the buildings are unoccupied . |

Section 1 Buildings

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|--|---|
| 11 | Falling radio or television aerials, satellite dishes, fittings or masts. | Damage to radio or television aerials, satellite dishes, fittings or masts. |
| 12 | Falling trees, branches, telegraph poles, lamp posts, pylons or wind turbines, including the cost of removing those that cause damage to the buildings . | Damage to fences, gates or decking. |
| 13 | Accidental damage . (Only operative if the current schedule shows 'Buildings including Accidental Damage') | <ol style="list-style-type: none"> 1. The cost of maintenance and normal redecoration. 2. Damage: <ol style="list-style-type: none"> a) which is specifically included or excluded elsewhere under this section or by endorsement b) occurring while the buildings are unoccupied c) to wind turbines d) to fixed glass, sanitary fittings or signs forming part of the buildings. 3. Damage caused by or resulting from: <ol style="list-style-type: none"> a) wear and tear, depreciation or gradually operating cause b) action of light, atmospheric or climatic conditions or frost c) moths, vermin, insects, parasites, woodworm, fungus, mildew or rot d) the deliberate erasure, loss, distortion or corruption of electronic data e) domestic pets f) faulty workmanship, defective design or the use of defective materials g) inherent vice or latent defect h) subsidence, heave, landslip or settlement i) movement, shrinkage, expansion or its own collapse or cracking j) demolition, structural alteration or structural repair of the buildings. 4. Mechanical or electrical fault, breakdown or failure and any consequent damage. |

Special requirements for Buildings

You are required as a condition precedent to **our** liability:

1 COOKING EQUIPMENT

for **damage** by fire or smoke, to ensure that any fixed cooking equipment (including but not restricted to fixed deep frying equipment) designed to utilise fixed ducting extraction by the manufacturer, or where such extraction is required by any authority:

- be securely fixed and isolated from combustible materials
- have all grease traps and filters cleaned at least once every month
- have all flues and extraction ducts cleaned at least annually
- have thermostatic temperature control or cut-out devices fitted and maintained in efficient working order.

Furthermore, fire extinguishing appliances suitable for extinguishing oil or fat fires must be permanently kept in the cooking area and be maintained in accordance with manufacturers' instructions.

2 USE OF SECURITY DEVICES

for **damage** by theft or attempted theft from the **buildings**, to ensure that all existing devices for securing the **buildings** are put into full and effective operation, and to have all keys removed from the locks and kept in a secure place, whenever the **buildings** are left unattended.

3 WASTE MATERIALS

for **damage** by fire, explosion or smoke, to ensure that, where **you** operate any recycling, woodworking or engineering workshops at the **premises**, any:

- combustible waste materials are cleared away at the end of each working day and placed in metal containers
- oily or greasy wipes or rags are placed in closed metal containers when not in use.

Extensions for Buildings

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|--|---|
| 1 | <p>TRANSFER OF INTEREST</p> <p>If you contract to sell the buildings the purchaser who completes the sale shall have the benefit of the cover by this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.</p> | <p>Damage if the purchaser:</p> <ol style="list-style-type: none"> insures the buildings or they are otherwise insured on the purchaser's behalf does not comply with the terms of this policy. |
| 2 | <p>ADDITIONAL FEES AND COSTS</p> <p>Within the buildings sum insured we will pay for the following costs or fees necessarily and reasonably incurred with our consent in the reinstatement or repair of the buildings following damage by any operative event under this section:</p> <ol style="list-style-type: none"> architects', surveyors' and other professional fees. debris removal costs or the costs of dismantling, demolishing, shoring-up or propping-up the buildings. European Union and Public Authorities - the additional costs incurred (including the costs for undamaged parts of the buildings) solely because of the need to comply with: <ol style="list-style-type: none"> European Union legislation other statutory regulations or public authority bye-laws, provided reinstatement is not unreasonably delayed and is completed within 12 months from the date of the damage unless we agree otherwise in writing. <p>The most we will pay under c) above is:</p> <ul style="list-style-type: none"> 15% of the buildings sum insured where the buildings sum insured applies to more than one premises, 15% of our liability for the damage at the affected premises had the property been totally destroyed. | <p>Fees for the preparation of any claim.</p> <ol style="list-style-type: none"> Cost of removing debris other than from the site on which the damage occurred and the area immediately adjacent to it. Costs arising from pollution or contamination of property not insured by this section. <ol style="list-style-type: none"> The additional costs for damage: <ol style="list-style-type: none"> occurring before cover under this paragraph c) was effective not insured by this policy. The additional costs relating to: <ol style="list-style-type: none"> any notice of compliance served on you before the damage an existing agreement requiring implementation within a given period any charge or assessment arising out of capital appreciation. |
| 3 | <p>UNDERGROUND SERVICES</p> <p>We will pay for accidental damage for which you are responsible to:</p> <ul style="list-style-type: none"> inspection covers or underground tanks underground pipes (including waste drainage pipes) or cables extending to the public mains <p>at the premises.</p> | <p>Damage caused by or resulting from:</p> <ol style="list-style-type: none"> wear and tear, depreciation or gradually operating cause atmospheric or climatic conditions or frost faulty workmanship, defective design or the use of defective materials subsidence, heave, landslip or settlement movement, shrinkage, expansion or its own collapse or cracking demolition, structural alteration or structural repair of the buildings. |
| 4 | <p>CAPITAL ADDITIONS</p> <p>We will cover damage by any operative event under this section to:</p> <ol style="list-style-type: none"> alterations, additions and improvements to the buildings newly acquired buildings, so far as they are not otherwise insured, anywhere in the territorial limits <p>during the period of insurance, provided that you:</p> <ul style="list-style-type: none"> undertake to give details of such alterations, additions, improvements and acquisitions as soon as possible effect specific insurance from the date that our liability commenced and pay any additional premium due. <p>The most we will pay for any claim is 10% of the buildings sum insured or £250,000, whichever is less.</p> | <ol style="list-style-type: none"> £250 excess. Any appreciation in value. |

Extensions for Buildings

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>5 DAMAGE TO GROUNDS We will pay for the reasonable cost of making good the gardens or grounds of the buildings damaged by the emergency services in attending the buildings following damage which is the subject of a valid claim under this section.</p> <p>The most we will pay is £10,000 for any claim.</p> | |
| <p>6 CLEARING OF DRAINS We will pay for the clearing, cleaning or repairing of drains, gutters and sewers for which you are responsible following damage which is the subject of a valid claim under this section.</p> <p>The most we will pay is £10,000 for any claim.</p> | |
| <p>7 WORKMEN Workmen are allowed to work on the buildings for the purposes of effecting any decorations or minor repairs, additions or alterations without prejudice to this policy.</p> | |
| <p>8 NON-INVALIDATION Cover under this section shall not be invalidated by any act or omission or any alteration whereby the risk of damage is increased unknown to you or beyond your control, provided that:</p> <ul style="list-style-type: none"> • immediately on becoming aware of this you give notice to us and pay any additional premium due • you take immediate steps to carry out any damage prevention measures that we may require. | |
| <p>9 BEQUEATHED PROPERTY We will pay for damage to buildings bequeathed to you anywhere in the territorial limits caused by any operative event under this section during the period of insurance.</p> <p>Cover operates from the date your interest commences.</p> <p>The most we will pay is £250,000 for any claim.</p> | <ol style="list-style-type: none"> 1. £250 excess. 2. Property insured under any other policy. 3. Damage specifically excluded by any event under this section. 4. Buildings that have not been specifically insured by you after 3 months of the legal title passing to you. |
| <p>10 TRACE AND ACCESS We will pay costs necessarily and reasonably incurred by you resulting from any operative event under this section in:</p> <ul style="list-style-type: none"> • locating the source of damage caused to the buildings in consequence of the escape of water, fuel oil or gas from any tank, apparatus or pipe • making good the subsequent damage due to locating such source. <p>The most we will pay is £25,000 for any claim.</p> | |
| <p>11 ADDITIONAL INTERESTS The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> • the interest is required to be included on the policy by you under the terms of a mortgage or property lease • the cover for the additional interest is no more extensive than the current cover provided to you under the policy at the time the interest commences • you advise full details to us in writing as soon as reasonably practicable, with immediate notification if a claim occurs. | |

Extensions for Buildings

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---------------------|
| <p>12 EXTINGUISHER AND ALARM RE-SETTING EXPENSES</p> <p>We will pay the reasonable costs incurred by you in:</p> <ul style="list-style-type: none"> • refilling fire extinguishing appliances • replacing sprinkler heads • resetting fire or intruder alarm systems <p>following their activation caused by any operative event under this section.</p> <p>The most we will pay is £5,000 for any claim.</p> | |
| <p>13 TENANTS SUBROGATION WAIVER</p> <p>Following damage to any building insured by this section, we agree to waive any rights, remedies or relief to which we might become entitled by subrogation against any tenant of such building provided that:</p> <ol style="list-style-type: none"> a) the damage did not result from a criminal, fraudulent or malicious act of the tenant and b) the tenant contributes to the cost of insuring the buildings against the event which causes the damage. | |

Claims settlement for Buildings

We can choose to settle a **claim** for **damage** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- paying for the cost of re-building if **damaged** beyond repair.

REINSTATEMENT

The **claim** settlement will be calculated on the basis of **reinstatement** provided that:

- in the event of the repair of partial **damage**, **we** will not pay more than the amount **we** would have paid if the whole of the property had been destroyed
- this **reinstatement** basis of settlement will not apply:
 - a) unless **reinstatement** begins and proceeds without delay
 - b) until the cost of **reinstatement** has been incurred
 - c) if at the time of **damage** the property is insured under any other policy that is not on the same basis of **reinstatement**
 - d) artificial playing surfaces over 5 years old.

If the **reinstatement** basis of settlement does not apply then a deduction for wear and tear and betterment will be made.

UNDERINSURANCE

- When **reinstatement** applies: if at the time of **reinstatement** the sum representing 85% of the cost of **reinstatement** of the whole of the property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any **damage**, the amount **we** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of **reinstatement** of the whole of the property at the time of **reinstatement**.
- When **reinstatement** does not apply: if at the time of the **damage**, the sum insured (plus index-linking) by any item is less than the total cost of rebuilding the property to which that sum insured relates, then the amount **we** will pay will be reduced in the same proportion that the sum insured (plus index-linking) bears to its total cost of rebuilding. In assessing the total cost of rebuilding a deduction is to be made for wear and tear and betterment.

LIMITS

The most **we** will pay for any **claim**, unless otherwise stated, is the sum insured shown in the schedule at the date of the **damage** (plus index-linking) increases up to the completion of **reinstatement**.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a **claim** payment unless **we** give written notice to the contrary within 30 days of the **claim** notification being first received by **us**, provided that **you** take immediate steps to carry out any **damage** prevention measures that **we** may require.

MATCHING ITEMS

- a) Carpets or floor coverings

We will only pay for **damage** to the carpet or floor covering in a room or clearly identifiable area where the **damage** occurred, but **we** will not pay to replace any other matching carpet or other floor covering that has not been **damaged** in another room or clearly identifiable area.

- b) Pairs, sets, suites or matching items

We will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that has not been **damaged**, or may lose value, just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 2 Contents

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|--|--|--|
| <p>We will pay for damage to contents, electronic equipment and stock while contained in the buildings caused by any of the following events, including any optional event which is shown as operative in the schedule, unless otherwise stated by endorsement.</p> | | <ol style="list-style-type: none"> The events and extensions to this section do not cover the amount of excess shown in the schedule unless otherwise stated. Consequential loss of any kind. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |
| EVENTS | | |
| 1 | <p>Fire, subterranean fire, explosion, lightning or earthquake.</p> | <ol style="list-style-type: none"> Fire damage to property occasioned by or happening through: <ol style="list-style-type: none"> its own spontaneous fermentation or heating its undergoing any process involving the application of heat riot or civil commotion. Explosion damage: <ol style="list-style-type: none"> consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus, belonging to you or under your control, in which internal pressure is due to steam only in respect of, and originating in, any vessel, machine or apparatus, or its contents, belonging to you or under your control, which is required to be examined to comply with any statutory regulations, unless such vessel, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service. |
| 2 | Smoke. | Damage by any gradually operating cause. |
| 3 | Aircraft or other aerial devices or articles dropped from them. | |
| 4 | <p>Theft or attempted theft:</p> <ol style="list-style-type: none"> involving entry to or exit from the buildings at the premises by forcible and violent means following assault, violence or threat of violence to you, your family, employees or members during working hours not involving entry to or exit from the buildings by forcible and violent means. <p>The most we will pay under cover 4 c) is £5,000 in any one period of insurance.</p> | <p>Damage:</p> <ol style="list-style-type: none"> where you, any of your directors, partners or employees, or any family member is involved as principal or accessory occurring while the buildings are unoccupied arising from the deliberate erasure, loss, distortion or corruption of electronic data. |
| 5 | Impact by any road vehicle or train, or any goods falling from them, or animal. | Damage caused by domestic pets. |
| 6 | Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances. | Damage resulting from stoppage of work. |
| 7 | Malicious people or vandals. | <p>Damage:</p> <ol style="list-style-type: none"> occurring while the buildings are unoccupied caused by theft or attempted theft caused by fire or explosion to property in unlocked outbuildings arising from the deliberate erasure, loss, distortion or corruption of electronic data. |
| 8 | Storm or flood. | <ol style="list-style-type: none"> Damage: <ol style="list-style-type: none"> caused by frost caused by subsidence, heave or landslip caused by storm while the buildings are unoccupied due solely to change in water table level to property in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor as defined within event 9 (escape of water). £500 excess for damage to property in any cellar or basement used other than for storage purposes only. |

Section 2 Contents

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|--|---|
| 9 | <p>a) Escape of water from any tank, apparatus, pipe or automatic sprinkler installation.</p> <p>b) We will also pay for the unit cost at the current rate per cubic metre of water lost as a direct result of such escape. The most we will pay in respect of metered water is £5,000 for any claim.</p> | <p>1. Damage:</p> <p>a) occurring while the buildings are unoccupied</p> <p>b) to property in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor.</p> <p>2. £500 excess for damage to property in any cellar or basement used other than for storage purposes only.</p> |
| 10 | <p>a) Escape of fuel oil from any fixed oil-fired heating installation.</p> <p>b) We will also pay for the value of the lost oil as a direct result of such escape. The most we will pay in respect of loss of oil is £5,000 for any claim.</p> | <p>Damage occurring while the buildings are unoccupied.</p> |
| 11 | Falling radio or television aerials, satellite dishes, fittings or masts including damage to any of them. | |
| 12 | Falling trees, branches, telegraph poles, lamp posts, pylons or wind turbines. | |
| 13 | <p>Accidental damage. (Only operative if the schedule shows 'Contents including Accidental Damage')</p> | <p>1. Damage:</p> <p>a) which is specifically included or excluded elsewhere under this section or by endorsement</p> <p>b) occurring while the buildings are unoccupied.</p> <p>2. Damage caused by, resulting from or consisting of:</p> <p>a) wear and tear, depreciation or gradually operating cause</p> <p>b) action of light, atmospheric or climatic conditions</p> <p>c) moths, vermin, insects, parasites, woodworm, fungus, mildew or rot</p> <p>d) mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions</p> <p>e) domestic pets</p> <p>f) faulty workmanship, defective design or the use of defective materials</p> <p>g) inherent vice or latent defect</p> <p>h) subsidence, heave, landslip or settlement</p> <p>i) any process of cleaning, dyeing, altering, repairing, renovating or restoring</p> <p>j) the deliberate erasure, loss, distortion or corruption of electronic data</p> <p>k) unexplained disappearance, inventory shortage or shortage due to error or omission</p> <p>l) marring or scratching</p> <p>m) deterioration of foodstuffs or refrigerated goods.</p> |

Special requirements for Contents

You are required as a condition precedent to **our** liability:

1 MINIMUM STANDARD OF PHYSICAL SECURITY

for **damage** by theft or attempted theft from the **buildings**, or the portion of the **buildings**, occupied by **you** for **your activities** to ensure that the following minimum standard of physical security for the **buildings** is present throughout the **period of insurance**:

- a) external single leaf doors (including wicket gates), are fitted with:
 - 5 lever mortise deadlock with the appropriate metal box striking plate, or
 - a lock approved to BS3621 with the appropriate metal box striking plate, or
 - a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple if sited externally, or if the coach-bolted locking bar is sited internally then an open shackle padlock with a hardened steel shackle, or
 - a multi-point locking system with at least 2 locking points in addition to a horizontal deadbolt or hook bolt for UPVC doors, or
 - a cylinder mortise deadlock for aluminium doors
 - manufacturer's lock(s) as supplied for armoured plate doors
 - top and bottom key operated mortise rack bolts with internal operation only in addition to another lock which may or may not satisfy any of the above
- b) external double doors (specification as for single doors but to be rebated on each meeting edge) are fitted with a lock to the standard in a) above and with internal flush bolts or mortised rack bolts fitted top and bottom on the first closing leaf
- c) any internal final entrance/exit or other doors leading to parts of the **buildings** not in your sole occupation meet the standard in a) or b) above
- d) all outward opening external doors are fitted with hinge bolts top and bottom on each leaf
- e) sliding/patio doors are fitted with a multi-point locking system with at least 2 locking points or key operated locks fitted top and bottom in addition to a hook bolt(s)
- f) roller shutters are fitted with integral locking bar and 5 lever or 6 pinned hardened steel close shackle padlock or by two integral locks to each shutter
- g) folding or concertina doors are fitted with a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple
- h) opening windows (each dimension measuring more than 23 centimetres) that are easily accessible from the outside (less than two metres from the ground or above a roof, or adjacent to a fire escape, stairway or walkway) are fitted with key operated security devices or are permanently screwed shut.

If **you** fail to comply with this requirement, and such failure caused or worsened a loss for **damage** by theft or attempted theft, the amount of **excess** for any **claim** arising is increased to £500 or 10% of the amount of any **claim** (whichever is greater), unless otherwise agreed by **us** in writing.

SPECIAL NOTE (not forming part of the policy wording):

1. Special requirement 1 does not apply to fire exit doors except where such security devices are allowed by the fire authorities.

2 USE OF SECURITY DEVICES

for **damage** by theft or attempted theft from the **buildings**, to ensure that all existing devices for securing the **buildings** are put into full and effective operation and to have all keys removed from the locks and kept in a secure place, whenever the **buildings** are left unattended.

3 COOKING EQUIPMENT

for **damage** by fire or smoke, to ensure that any fixed cooking equipment (including but not restricted to fixed deep frying equipment) designed to utilise fixed ducting extraction by the manufacturer, or where such extraction is required by any authority:

- be securely fixed and isolated from combustible materials
- have all grease traps and filters cleaned at least once every month
- have all flues and extraction ducts cleaned at least annually
- have thermostatic temperature control or cut-out devices fitted and maintained in efficient working order.

Furthermore, fire extinguishing appliances suitable for extinguishing oil or fat fires must be permanently kept in the cooking area and be maintained in accordance with manufacturers' instructions.

4 WASTE MATERIALS

for **damage** by fire, explosion or smoke, to ensure that, where **you** operate any recycling, woodworking or engineering workshops at the **premises**, any:

- combustible waste materials are cleared away at the end of each working day and placed in metal containers
- oily or greasy wipes or rags are placed in closed metal containers when not in use.

Extensions for Contents

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>1 GLASS AND SANITARY FITTINGS We will pay for breakage of:</p> <ul style="list-style-type: none"> • fixed glass • sanitary fittings • lamps or signs • glass in furniture, showcases, shelves, tops and mirrors <p>in the portion of the premises for which you are responsible including:</p> <ol style="list-style-type: none"> a) the cost of necessary boarding up pending the replacement of any fixed glass which is the subject of a valid claim under this extension b) the repair of frames or framework caused by such breakage c) damage to property covered by this section caused by such breakage d) the cost of replacing any lettering, ornamentation or intruder alarm foil. <p>The most we will pay for any claim:</p> <ul style="list-style-type: none"> • under b) and d) is £5,000 in total • for fixed toughened, armoured, wired, curved, leaded, engraved, stained, coloured or other special glass in total is £5,000 • for breakage of lamps or signs is £5,000 <p>unless otherwise agreed by us in writing.</p> | <p>Breakage:</p> <ol style="list-style-type: none"> a) caused by repairs or alterations to the buildings b) while the buildings are unoccupied c) of property which was in any way defective at the time cover was effected d) of glass forming part of stock e) of bulbs or tubes in lamps or signs when there is no other damage to the lamp or sign. |
| <p>2 THEFT DAMAGE TO BUILDINGS We will pay for damage to the buildings arising out of theft, or attempted theft involving forcible and violent means to enter or leave the buildings provided you are legally responsible for making good such damage .</p> | <ol style="list-style-type: none"> 1. Damage: <ol style="list-style-type: none"> a) occurring while the buildings are unoccupied b) caused by fire or explosion. 2. Loss by theft, or attempted theft, of any part of the buildings. |
| <p>3 THEFT OF KEYS We will pay for the:</p> <ol style="list-style-type: none"> a) cost of replacement locks and keys if the keys to the buildings, safes or strongrooms are stolen: <ol style="list-style-type: none"> i. from the buildings or home of a director, partner, authorised employee or member ii. following assault, violence or threat of violence b) reasonable costs incurred in gaining access to the buildings following theft of keys as covered under a) above. <p>The most we will pay is £2,500 for all claims in any one period of insurance.</p> | <ol style="list-style-type: none"> 1. £25 excess. 2. The cost of changing locks to safes or strongrooms where the keys: <ol style="list-style-type: none"> a) have been stolen from an unattended room in the buildings during working hours unless the keys were in a locked receptacle at the time of the theft b) were left in the buildings outside working hours. |
| <p>4 TEMPORARY REMOVAL OF CONTENTS We will pay for damage caused by any operative event under this section to:</p> <ul style="list-style-type: none"> • contents or electronic equipment: <ul style="list-style-type: none"> – temporarily removed for cleaning, renovation or repair – temporarily removed but in the custody or control of an authorised director, partner, employee or member – at or in transit to or from a bank or safe deposit • documents while in the post <p>occurring in the territorial limits.</p> <p>The most we will pay is £2,500 for any claim.</p> | <ol style="list-style-type: none"> 1. Property: <ol style="list-style-type: none"> a) covered elsewhere in this section or in the policy b) otherwise insured. 2. Clothing and personal effects. 3. Camping, sports or leisure equipment of any kind. 4. Damage by theft of: <ol style="list-style-type: none"> a) computers designed to be portable from any unattended motor vehicle b) any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. 5. Damage in transit to, from or whilst at any exhibition. |

Extensions for Contents

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>5 PROPERTY OF EMPLOYEES, MEMBERS AND VISITORS We will pay for damage caused by any operative event (other than event 13) to clothing, personal money and other personal effects belonging to:</p> <ul style="list-style-type: none"> visitors while in the buildings and for which you have accepted responsibility directors, partners, employees and members while in any building or in transit in the territorial limits in connection with your activities. <p>The most we will pay for any claim for any one person is:</p> <ul style="list-style-type: none"> £100 for personal money £500 for any one item £1,000 in total. | <ol style="list-style-type: none"> £25 excess. Damage to: <ol style="list-style-type: none"> credit or debit cards bicycles property in the open property more specifically insured. Damage by theft of: <ol style="list-style-type: none"> computers designed to be portable from any unattended motor vehicle any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> the property is hidden from view in a closed glove, storage or luggage compartment or boot, and all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. Damage to clothing, personal money and other personal effects covered under the Money section to this policy or otherwise more specifically insured by this or any other policy. |
| <p>6 DEBRIS REMOVAL We will pay the costs necessarily incurred with our consent in removing debris of property covered by this section damaged by any operative event under this section.</p> <p>The most we will pay is 10% of the total sum insured under this section for any claim.</p> | <ol style="list-style-type: none"> Cost of removing debris other than from the site on which the damage occurred and the area immediately adjacent to it. Costs arising from pollution or contamination of property not insured by this section. |
| <p>7 EXHIBITIONS, OUTSIDE CATERING AND FUND-RAISING We will pay for damage caused by any operative event under this section to:</p> <ul style="list-style-type: none"> property covered by this section in any building away from the premises at exhibitions, events or where you are providing catering donated goods and prizes at exhibitions and events, or within the home of any director, partner, authorised employee or member in connection with your activities, or while in transit to and from such buildings within the territorial limits. <p>The most we will pay is £2,500 for any one item and £5,000 for any claim.</p> | <ol style="list-style-type: none"> Damage to: <ol style="list-style-type: none"> money, credit or debit cards property more specifically insured. Damage by theft of: <ol style="list-style-type: none"> computers designed to be portable from any unattended motor vehicle any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> the property is hidden from view in a closed glove, storage or luggage compartment or boot, and all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. Damage by malicious persons or by theft or attempted theft from any unattended building unless all windows are securely closed and all external doors locked. |
| <p>8 ADDITIONAL CONTENTS ACQUIRED We will cover additional property acquired during the period of insurance, provided that you:</p> <ul style="list-style-type: none"> undertake to give details of such additions as soon as possible effect specific insurance from the date that our liability commenced and pay any additional premium due. <p>The most we will pay is 10% of the total sum insured under this section for any claim.</p> | <ol style="list-style-type: none"> Any appreciation in value. Buildings. |
| <p>9 EXTINGUISHER AND ALARM RE-SETTING EXPENSES We will pay the reasonable costs incurred by you in:</p> <ul style="list-style-type: none"> refilling fire extinguishing appliances replacing sprinkler heads resetting fire or intruder alarm systems <p>following their activation at the premises and caused by any operative event under this section.</p> <p>The most we will pay is £5,000 for any claim.</p> | |

Extensions for Contents

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>10 HIRED-IN PROPERTY</p> <p>We will pay for damage caused by any operative event under this section to property:</p> <ul style="list-style-type: none"> • hired-in • on free loan <p>for your activities when in your custody or control while in the buildings or in transit to and from such buildings within the territorial limits.</p> <p>The most we will pay is £2,500 any one item and £10,000 for any claim.</p> | <ol style="list-style-type: none"> 1. Damage: <ol style="list-style-type: none"> a) caused by or resulting from theft from any unattended motor vehicle or trailer b) to property hired-in or on free loan for more than 30 days c) to property covered: <ol style="list-style-type: none"> i. elsewhere in this section or in the policy ii. more specifically insured. 2. Motor vehicles that are or can be licensed for road use, caravans, trailers, watercraft or aircraft and their accessories. |
| <p>11 NON-INVALIDATION</p> <p>Cover under this section shall not be invalidated by any act or omission or any alteration whereby the risk of damage is increased unknown to you or beyond your control, provided that:</p> <ul style="list-style-type: none"> • immediately on becoming aware of this you give notice to us and pay any additional premium due • you take immediate steps to carry out any damage prevention measures that we may require. | |
| <p>12 BEQUEATHED PROPERTY</p> <p>We will pay for damage to property bequeathed to you anywhere in the territorial limits caused by any operative event under this section during the period of insurance.</p> <p>Cover operates from the date your interest commences.</p> <p>The most we will pay is £2,500 for any one item and £25,000 for any claim.</p> | <ol style="list-style-type: none"> 1. £250 excess. 2. Property insured elsewhere in this policy or in any other policy. 3. Buildings. 4. Motor vehicles that are or can be licensed for road use and their accessories. 5. Trailers, caravans, watercraft or aircraft and their accessories. 6. Money or securities of any kind. 7. Other documents of any kind that retain any negotiable or non-negotiable value. 8. Property that has not been specifically insured by you after 3 months of the legal title passing to you. |
| <p>13 SEASONAL STOCK INCREASE</p> <p>The sum insured on stock is automatically increased by 25% during the:</p> <ul style="list-style-type: none"> • months of November and December • 30 day period immediately prior to Easter. | |
| <p>14 PROPERTY IN THE OPEN</p> <p>We will pay for damage caused by any operative event under this section to:</p> <ul style="list-style-type: none"> • movable contents • garden furniture or garden ornaments • your notice boards, nameplates and signs, provided section 1 is inoperative <p>in the open at the premises.</p> <p>The most we will pay is £2,500 for any claim.</p> | <ol style="list-style-type: none"> 1. Damage by: <ol style="list-style-type: none"> a) theft or attempted theft to movable contents other than garden furniture or garden ornaments b) storm or flood to property not designed to be kept in the open. 2. Signs covered under the GLASS AND SANITARY FITTINGS extension to this section. 3. Damage to property more specifically insured. |

Extensions for Contents

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|--|
| <p>15 TRACE AND ACCESS</p> <p>This extension is not operative if the Buildings section is shown as operative in the schedule.</p> <p>We will pay costs necessarily and reasonably incurred by you and for which you are legally responsible resulting from an operative event in:</p> <ul style="list-style-type: none"> • locating the source of damage caused to the buildings in consequence of the escape of water, fuel oil or gas from any tank, apparatus or pipe • making good the subsequent damage due to locating such source. <p>The most we will pay is £25,000 for any claim.</p> | <p>Damage recoverable from any other insurance.</p> |
| <p>16 DISCHARGE OF OIL OR LOSS OF GAS</p> <p>We will pay for:</p> <ul style="list-style-type: none"> • the cost necessarily incurred by you with our consent of decontaminating the grounds of the premises following accidental discharge of oil from any oil fired heating installation or storage tank at the premises • loss of gas from the heating system at the premises after damage by any operative event to that system • the cost of replacing liquid petroleum gas following accidental discharge from the storage container at the premises. <p>The most we will pay is £5,000 for any claim.</p> | <p>Costs otherwise insured.</p> |
| <p>17 ADDITIONAL INTERESTS</p> <p>The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> • the interest is required to be included on the policy by you under the terms of any hiring lease or hire purchase agreement • the cover for the additional interest is no more extensive than the current cover provided to you under the policy at the time the interest commences • you advise full details to us in writing as soon as reasonably practicable, with immediate notification if a claim occurs. | |

Claims settlement for Contents

We can choose to settle a **claim** for **damage** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- replacing the property insured.

Unless otherwise stated, settlement will be calculated on the basis of **reinstatement** provided that this **reinstatement** basis of settlement will not apply:

- unless **reinstatement** begins and proceeds without delay
- until the cost of **reinstatement** has been incurred
- if at the time of **damage** the property is insured under any other policy that is not on the same basis of **reinstatement**
- to linen or clothing.

If the **reinstatement** basis of settlement does not apply then a deduction for wear and tear and betterment will be made.

COMPUTERS

We will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

- installation of software that can be completed by **you** following manufacturer's standard instructions
- any non-proprietary software.

DATA OR DOCUMENTS

We will pay the value of the physical materials together with the clerical labour costs or computer time needed to reproduce the electronic data or **documents**.

We will not pay for the:

- costs of finding any information needed for the reproduction of electronic data or **documents**
- value to **you** of the electronic data or the information in **documents**.

STOCK

- Settlement for **stock** (other than donated **stock**) will be based upon the wholesale market value at the date of **damage**.
- Settlement for donated **stock** will be based upon the second-hand market value at the date of **damage**.
- No **claim** payment will be made under this section for donated **stock** if a **claim** payment is also made under the Business Interruption section following **damage** to donated **stock** by any operative event under this section.

UNDERINSURANCE

- When **reinstatement** applies: if at the time of **reinstatement** the sum representing 85% of the cost of **reinstatement** of the whole of the property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any **damage**, the amount **we** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of **reinstatement** of the whole of the property at the time of **reinstatement**.
- When **reinstatement** does not apply: if at the time of the **damage**, the sum insured (plus index-linking) by any item is less than the total value of the property to which that sum insured relates, then the amount **we** will pay will be reduced in the same proportion that the sum insured (plus index-linking) bears to its total value. In assessing the total value of the property a deduction is to be made for wear and tear and betterment.

LIMITS

The most **we** will pay in respect of any **claim**:

- for antiques, pictures, works of art, items of precious metal, manuscripts, books or other property retaining any antiquity or special value, unless otherwise agreed by **us** in writing, is:
 - a) £2,500 for any one item
 - b) £10,000 in total
- for electronic data is 5% of the **contents** sum insured or £2,500, whichever is greater
- unless otherwise stated, is the sum insured shown in the schedule at the date of the **damage** (plus index-linking) increases up to:
 - a) the completion of **reinstatement**, or
 - b) where **reinstatement** does not apply, the settlement of the **claim**.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a **claim** payment unless **we** give written notice to the contrary within 30 days of the **claim** notification being first received by **us**, provided that **you** take immediate steps to carry out any **damage** prevention measures that **we** may require.

MATCHING ITEMS

- a) Carpets or floor coverings

We will only pay for **damage** to the carpet or floor covering in a room or clearly identifiable area where the **damage** occurred, but **we** will not pay to replace any other matching carpet or other floor covering that has not been **damaged** in another room or clearly identifiable area.
- b) Pairs, sets, suites or matching items

We will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that has not been **damaged**, or may lose value, just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 3 All Risks

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>We will pay for damage to your property, or property for which you are responsible, as listed in the All Risks Specification in the schedule occurring within the stated geographical limits.</p> <p>RESTRICTED COVER If we cover any of the following property:</p> <ul style="list-style-type: none"> a) marquees or tents b) inflatables c) sports equipment (including winter sports) either specifically or as part of a miscellaneous item in the All Risks Specification, then damage to such property is restricted to the following events only: <ul style="list-style-type: none"> • fire, explosion, lightning, earthquake or smoke • theft or attempted theft • riot and civil commotion • storm or flood • aircraft or other aerial devices or articles dropped from them • impact by any road vehicle, train or animal • falling trees, branches, telegraph poles or lamp posts occurring within the stated geographical limits. | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule but increased to £250 in respect of theft or attempted theft of property from any trailer. 2. Damage to: <ol style="list-style-type: none"> a) money, securities, credit and debit cards b) strings, reeds or drumheads on musical instruments. 3. Damage caused by or resulting from: <ol style="list-style-type: none"> a) wear and tear, depreciation or gradually operating cause b) action of light, atmospheric or climatic conditions or frost c) moths, vermin, insects, parasites, woodworm, fungus, mildew or rot d) mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions e) faulty workmanship, defective design or the use of defective materials f) inherent vice or latent defect g) any process of cleaning, dyeing, altering, repairing, renovating or restoring h) the deliberate erasure, loss, distortion or corruption of electronic data i) unexplained disappearance or inventory shortage or shortage due to error or omission j) marring or scratching k) rise or fall in temperature. 4. Damage by theft of: <ol style="list-style-type: none"> a) contents from a soft topped, soft sided, open topped or open sided trailer b) property from any unattended motor vehicle unless: <ol style="list-style-type: none"> i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked c) any bicycle unless at the time of damage it is in a locked building or is attached by an appropriate security device to a permanently fixed structure. 5. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |

Special requirements for All Risks

You are required as a condition precedent to **our** liability:

1 TRAILER SECURITY

in respect of any trailer, and / or contents of any trailer, insured under this section, when the trailer is parked and not in use, to:

- keep it in a locked building or locked compound, or
- immobilise it by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) must be secured with a coach-bolted locking bar and close shackle padlock.

Extension for All Risks

| | WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|---------------------|
| 1 | <p>ADDITIONAL INTERESTS The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> the interest is required to be included on the policy by you under the terms of any hiring lease or hire purchase agreement the cover for the additional interest is no more extensive than the current cover provided to you under the policy at the time the interest commences you advise full details to us in writing as soon as reasonably practicable, with immediate notification if a claim occurs. | |

Claims Settlement for All Risks

We can choose to settle a **claim** for **damage** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- replacing the property insured.

Settlement will be calculated on the basis of **reinstatement** unless otherwise stated.

COMPUTERS

Subject to the item limit, **we** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

- installation of software that can be completed by **you** following manufacturer's standard instructions
- any non-proprietary software
- reconstitution or re-input of any electronic data held
- the value to **you** of any electronic data.

UNDERINSURANCE

If at the time of **damage** the sum insured (plus index-linking) for any item is less than its full **reinstatement** value **we** will only pay the same proportion of the **damage** as the sum insured bears to the full **reinstatement** value for that item.

LIMITS

The most **we** will pay in respect of any **claim** is the sum insured at the date of the **damage** by each item listed in the All Risks Specification of the schedule (plus index-linking) increases up to the date of **reinstatement** or replacement.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a **claim** payment, unless:

- the **claim** relates to the total loss of any specified item or
- **we** give written notice to the contrary within 30 days of the **claim** notification being first received by **us** provided that **you** take immediate steps to carry out any **damage** prevention measures that **we** may require.

MATCHING ITEMS

We will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that:

- has not been **damaged**
- may lose value

just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 4 Money

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>We will pay for:</p> <ol style="list-style-type: none"> physical loss of money damage to any safe or strongroom at the premises or any cash carrying case, security belt or waistcoat caused by theft or attempted theft damage to clothing and personal effects belonging to an employee caused by theft or attempted theft of money up to £500 for any claim for any one person (which includes personal money up to £100). | <ol style="list-style-type: none"> The amount of excess shown in the schedule. Loss from any unattended vehicle. Loss due to: <ol style="list-style-type: none"> misappropriation, deception or false accounting by: <ol style="list-style-type: none"> you or any director or partner any employee except as covered in extension 1 to this section clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit money. Loss arising: <ol style="list-style-type: none"> outside the territorial limits from signed blank cheques. Loss suffered as a result of a transaction as part of your activities. Loss of: <ol style="list-style-type: none"> negotiable money in transit by unregistered post money in the custody of professional carriers other than non-negotiable money in transit by post money in any coin, banknote or token operated machine or money dispensing machine. Damage to any coin, banknote or token operated machine or money dispensing machine. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |

Special requirements for Money

You are required as a condition precedent to **our** liability to:

- RECORD KEEPING**
keep a complete record of all **money** in transit and on the **premises** and deposit such record in a secure place other than in a safe or strongroom containing the **money**.
- SECURITY**
keep any safe or strongroom locked and all keys to them must be removed from the **premises** unless the **premises** is occupied by an authorised **employee** in which case such keys shall be kept in a locked receptacle when left in an unattended room or on the person of the authorised **employee**.
- CARRYING LIMITS**
ensure that whenever **money**, other than **non-negotiable money**, in transit exceeds:
 - £2,500 at any one time, it must be accompanied by at least two adult persons
 - £10,000 at any one time, it must be carried by a security company.

This requirement applies regardless of the amount of cover under this section.

Extensions for Money

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <ol style="list-style-type: none"> MISAPPROPRIATION OF MONEY We will pay any claim made by you for any loss of money as a result of misappropriation, deception or false accounting by employee(s) provided this is discovered within 30 days of the occurrence. For the purposes of this extension, the definition of employee shall also include any former employee within 30 days of termination of their service with you. If this extension and the Fidelity Guarantee section are both operative under this policy, we will only pay for a claim made for the loss of money under either the extension or the section that provides the widest cover. | <ol style="list-style-type: none"> The amount of excess shown in the schedule. Loss resulting from misappropriation, deception or false accounting: <ol style="list-style-type: none"> where the date of occurrence is prior to the original inception date of this policy which is committed by an employee(s) who is (are) normally resident outside of the territorial limits which cannot be proven to have been committed which is evidenced solely by an inventory or profit and loss computation where the employee(s) concerned was (were) known to have been involved in any previous dishonest or fraudulent act. |

Extensions for Money

| WHAT IS COVERED | | WHAT IS NOT COVERED | |
|--|--|--|-----------------------|
| 2 | <p>PERIODIC INCREASE OF LIMITS</p> <p>The sums insured stated in the schedule for the claim limits i. to iv in the claims settlement for this section are increased by 100% for a maximum of three fund-raising events or similar occasions in each period of insurance.</p> | | |
| 3 | <p>PERSONAL ACCIDENT (ASSAULT)</p> <p>If you, or any partner, director or employee, while working for you in connection with your activities, sustain(s) accidental bodily injury caused by external violent and visible means arising as a result of assault by persons with the intent of theft of property, or money, during the period of insurance which within 24 months is the sole cause of death or disablement, we will pay a benefit as shown below.</p> | <p>Accidental bodily injury:</p> <p>a) consisting solely of illness, disease or disorder</p> <p>b) to any person whose age is under 16 or more than 85 years at the time of the bodily injury</p> <p>c) sustained outside the territorial limits.</p> | |
| Benefits for Personal Accident (Assault) | | Persons aged 16 to 75 | Persons aged 76 to 85 |
| 1 | Death | capital benefit shown in the schedule | £10,000 |
| 2 | <p>Permanent total disablement, being either:</p> <p>a) total and permanent loss of use of one or more entire hands or feet</p> <p>b) total and irrecoverable loss of sight in one or both eyes</p> <p>c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing</p> <p>d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation</p> |)))) capital benefit shown in the) schedule))) | £10,000 |
| 3 | Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with your activities , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks | weekly benefit shown in the schedule | NIL |
| 4 | <p>CREDIT AND DEBIT CARDS</p> <p>We will indemnify you for loss resulting from the fraudulent use of any credit or debit card provided by you solely for use in connection with your activities.</p> <p>The most we will pay for all claims per card account is £1,000 in any one period of insurance.</p> | <p>1. Loss:</p> <p>a) due to the use of any credit or debit card where the terms under which it has been issued have not been fully complied with</p> <p>b) not reported to the police and the issuing authority within 24 hours of discovery</p> <p>c) covered by a bank or card issuer</p> <p>d) otherwise insured under any other policy or indemnity.</p> <p>2. Fraudulent use by you, your directors, partners or employees.</p> | |

Claims settlement for Money

LIMITS - MONEY

The most **we** will pay for any **claim** is:

- for **non-negotiable money** £250,000
- for **money** other than **non-negotiable money**:
 - i. on the **premises** and secured in a locked safe the money limit in safe shown in the schedule
 - ii. on the **premises** during **working hours**)
 - iii. in transit by **you** or any authorised **employee**) the money limit shown in the schedule
 - iv. in a bank night safe)
 - v. at **your** home or that of an authorised **employee** £2,500
 - vi. in **your** official charity collecting tins or buckets £250 for any **claim** and £500 for any one **period of insurance**
 - vii. in any other circumstance (including fundraising events away from the **premises**). £500

LIMITS - MISAPPROPRIATION OF MONEY

The most **we** will pay is:

- £2,500 for any **claim made** in respect of any one **employee**
- £5,000 for all **claims made** in any one **period of insurance**.

Any and all fraudulent or dishonest acts committed by an **employee** shall be considered as one occurrence or event where that **employee** is involved or implicated.

LIMITS - PERSONAL ACCIDENT (ASSAULT)

We will pay the amount of benefit as shown in this extension to the injured person or their legal representative.

- Only one of benefits 1, 2 a), b), c) or d) will be payable for each injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under benefit 2, this extension will cease to apply to the injured person.
- If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- Under benefit 3 **we** may make monthly payments on account.
- **We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

The injured person will, if required by **us**, submit to a medical examination at **our** expense in connection with any **claim**.

Section 5 Business Interruption

SPECIAL NOTES (not forming part of the policy wording):

1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.
2. For the purpose of the definitions to this section, any adjustment implemented in current cost accounting shall be disregarded.

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>OPTION A – LOSS OF INCOME</p> <p>We will pay for loss of income and extra expenses during the indemnity period resulting from your activities at the premises being interrupted or interfered with as a consequence of damage to property used by you at the premises occurring during the period of insurance due to:</p> <ul style="list-style-type: none"> • an insured event under the Buildings or Contents sections • breakage insured under the Glass and Sanitary Fittings extension provided that liability for the damage is admitted under a policy of insurance covering your interest in the property (this proviso does not apply where no payment is made solely due to the operation of an excess). <p>The amount payable will be, for:</p> <p>a) income - the amount by which the income during the indemnity period falls short of the income during the 12 month period immediately before the date of the damage appropriately adjusted where the maximum indemnity period exceeds 12 months. (This amount may be adjusted to take into account any trends or other factors affecting your activities, such as seasonal variation, so that the figures represent as closely as possible, the income that would have been achieved if the damage had not occurred).</p> <p>b) extra expenses - the amount of extra expenses during the indemnity period for the sole purpose of avoiding or diminishing the reduction in income in consequence of the damage but not exceeding the amount that would otherwise have been payable for income.</p> <p>In calculating the amount payable, we will take into account any:</p> <ul style="list-style-type: none"> • savings during the indemnity period of expenses payable out of income that cease or are reduced because of the damage • income earned by you, or by others on your behalf, during the indemnity period from conducting your activities elsewhere than at the premises | <ol style="list-style-type: none"> 1. Loss: <ol style="list-style-type: none"> a) for any period after the charity or business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued b) due to unnecessary delay on your part in repairing or replacing the property. 2. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |
| <p>OPTION B – EXTRA EXPENSES</p> <p>We will pay the amount of extra expenses during the indemnity period resulting from your activities at the premises being interrupted or interfered with as a consequence of damage to property used by you at the premises occurring during the period of insurance due to:</p> <ul style="list-style-type: none"> • an insured event under the Buildings or Contents sections • breakage insured under the Glass and Sanitary Fittings extension provided that liability for the damage is admitted under a policy of insurance covering your interest in the property (this proviso does not apply where no payment is made solely due to the operation of an excess). <p>The most we will pay in the first 3 months of the indemnity period will be the stated percentage below of the sum insured shown in the schedule for the appropriate maximum indemnity period as follows:</p> <ul style="list-style-type: none"> • 12 months - 50% • 18 months - 33.3% • 24 months - 25% • 36 months - 17.5% <p>and for each succeeding month of the maximum indemnity period, will be:</p> <ul style="list-style-type: none"> • 12 months - 12% • 18 months - 7% • 24 months - 5% • 36 months - 3%. | <ol style="list-style-type: none"> 1. Extra expenses: <ol style="list-style-type: none"> a) for any period after the charity or business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued b) due to unnecessary delay on your part in repairing or replacing the property. 2. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |

Section 5 Business Interruption

WHAT IS COVERED

OPTION C – GROSS PROFIT

We will pay for the loss of **gross profit** due to:

- a reduction in **turnover**
- **extra expenses**

during the **indemnity period** resulting from **your activities** at the **premises** being interrupted or interfered with as a consequence of **damage** to property used by **you** at the **premises** occurring during the **period of insurance** due to:

- an insured event under the Buildings or Contents sections
- breakage insured under the Glass and Sanitary Fittings extension provided that liability for the **damage** is admitted under a policy of insurance covering **your** interest in the property (this proviso does not apply where no payment is made solely due to the operation of an **excess**).

The amount payable will be, for:

- gross profit** - the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** falls short of the **turnover** during the 12 month period immediately before the date of the **damage** appropriately adjusted where the **maximum indemnity period** exceeds 12 months.
(This amount may be adjusted to take into account any trends or other factors affecting **your activities**, such as seasonal variation, so that the figures represent, as closely as possible, the result that would have been achieved if the **damage** had not occurred).
- extra expenses** - the amount of **extra expenses** incurred during the **indemnity period** for the sole purpose of avoiding or diminishing the reduction in **turnover** in consequence of the **damage** but not exceeding the amount that would otherwise have been payable for **gross profit**.

In calculating the amount payable, **we** will take into account any:

- savings during the **indemnity period** in respect of charges and expenses payable out of **gross profit** that cease or are reduced because of the **damage**
- **turnover** earned by **you**, or by others on **your** behalf, during the **indemnity period** from conducting **your activities** elsewhere than at the **premises**
- working expenses which **you** have chosen not to insure as detailed in the schedule or any endorsement to this section.

OPTION D – RENTAL INCOME

We will pay for loss of **rental income** and **extra expenses** during the **indemnity period** resulting from **your activities** at the **premises** being interrupted or interfered with as a consequence of **damage** to property used by **you** at the **premises** occurring during the **period of insurance** due to an insured event under the Buildings section, provided that liability for the **damage** is admitted under a policy of insurance covering **your** interest in the property (this proviso does not apply where no payment is made solely due to the operation of an **excess**).

The amount payable will be, for:

- rental income** - the amount by which the **rental income** during the **indemnity period** falls short of the **rental income** which would have been received during the 12 month period immediately before the date of the **damage** appropriately adjusted where the **maximum indemnity period** exceeds 12 months.
(This amount may be adjusted to take into account any trends or other factors affecting **your activities**, such as seasonal variation, so that the figures represent as closely as possible, the **rental income** that would have been achieved if the **damage** had not occurred).

Continued ...

WHAT IS NOT COVERED

- Loss:
 - for any period after the charity or business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued
 - due to unnecessary delay on **your** part in repairing or replacing the property.
- Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

- Loss:
 - for any period after the charity or business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued
 - due to unnecessary delay on **your** part in repairing or replacing the property
 - from any part of any buildings that are untenanted at the time of the **damage**.
- Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Section 5 Business Interruption

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---------------------|
| <p>OPTION D – RENTAL INCOME</p> <p>Continued ...</p> <p>b) extra expenses - the amount of extra expenses incurred during the indemnity period for the sole purpose of avoiding or diminishing the reduction in rental income in consequence of the damage but not exceeding the amount that would otherwise have been payable for rental income.</p> <p>In calculating the amount payable, we will take into account any:</p> <ul style="list-style-type: none"> • savings during the indemnity period of expenses payable out of rental income that cease or are reduced because of the damage • rental income earned by you, or by others on your behalf, during the indemnity period from conducting your activities elsewhere than at the premises. | |

Special requirement for Business Interruption

You are required as a condition precedent to **our** liability:

1 BACKUP OF ELECTRONIC DATA

to ensure that electronic data is backed up and stored away from the **premises** in accordance with the level of total sum insured under this section as follows:

| Total sum insured under this section: | Minimum backup frequency to be every: | Storage of backups required to be kept away from the premises : | Minimum number of generations of verified backup to be made: |
|---------------------------------------|---------------------------------------|--|--|
| up to £25,000 | 7 working days | No | One |
| £25,001 to £250,000 | 2 working days | Yes | One |
| over £250,000 | working day | Yes | Two |

SPECIAL NOTE (not forming part of the policy wording):

1. We provide cover, subject to limitation, for the costs of reinstating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. The requirement to store back-ups away from the premises can be met by simply storing an electronic copy of the data on another computer at a separate location sent by disc or email. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

Extensions for Business Interruption

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>We will pay for loss, as insured by this section unless otherwise stated, incurred by you during the indemnity period as a result of interruption or interference with your activities, carried on by you at the premises, caused during the period of insurance by:</p> | |
| <p>1 SPECIFIED DISEASE, POISONING, MURDER</p> <ul style="list-style-type: none"> a) an outbreak of a specified disease b) poisoning caused by food or drink provided c) defective sanitation, pests or vermin d) any discovery of an organism at the premises resulting in or likely to result in the occurrence of a specified disease at the premises which causes restrictions in the use of the premises on the order or advice of the competent local authority e) murder, rape or suicide at the premises. <p>The most we will pay for any claim is 25% of the Business Interruption sum insured shown in the schedule or £250,000, whichever is less.</p> <p>The indemnity period in respect of this extension only is re-defined as follows:</p> <ul style="list-style-type: none"> the period beginning with the date from which the restrictions on the premises are applied (or in the case of murder, rape or suicide with the date of occurrence) and ending not later than 3 months thereafter during which the results of your activities are affected because of the occurrence. | <ul style="list-style-type: none"> 1. Costs incurred in the cleaning, repair, replacement, recall or checking of property. 2. Any occurrence that is not at the premises. |
| <p>2 BOMB SCARE OR EMERGENCY ACTION</p> <p>closure of the premises by a competent authority due to:</p> <ul style="list-style-type: none"> a) bomb scare, or b) an emergency that could endanger human life or neighbouring property. <p>The most we will pay is £2,500 for any claim.</p> | <p>Any:</p> <ul style="list-style-type: none"> a) closure of less than 4 hours duration b) premises in Northern Ireland c) closure of the premises by the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of infectious diseases) food poisoning, defective drains or other sanitary arrangements or vermin or pests. |
| <p>3 DENIAL OF ACCESS</p> <p>damage due to an operative event under the Buildings or Contents sections, to property in the vicinity of the premises which prevents or hinders the access to or use of the premises.</p> | <p>Any period when access to the premises was not prevented or hindered.</p> |
| <p>4 SUPPLIERS AND CUSTOMERS</p> <p>damage due to an operative event under the Buildings or Contents sections, at the premises of any of your suppliers or customers.</p> <p>The most we will pay is £10,000 for any claim.</p> | <p>Loss resulting from damage occurring at:</p> <ul style="list-style-type: none"> a) any premises outside the territorial limits b) the premises of any supplier from which you obtain electricity, gas, water or telecommunication services. |
| <p>5 FAILURE OF SUPPLY</p> <ul style="list-style-type: none"> • accidental failure of supply of electricity, gas or water services at the terminal point of the supply authority's feed at the premises • damage due to an operative event under the Buildings or Contents sections, to telecommunications property of the supplier in the territorial limits. <p>The most we will pay is £10,000 for any claim.</p> | <p>Any failure caused by the deliberate act of any supply authority or by the exercise of any such authority of its power to withdraw or restrict supply or industrial action.</p> |

Extensions for Business Interruption

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|---|--|
| 6 | <p>UTILITIES damage due to an operative event under the Buildings or Contents sections of this policy at any:</p> <ul style="list-style-type: none"> generating station or sub-station of the electricity supply undertaking land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith water works or pumping station of the water supply undertaking land-based premises of the telecommunications undertaking within the territorial limits from which you obtain electricity, gas, water or telecommunications services. | |
| 7 | <p>EXHIBITIONS AND WORK AWAY damage due to an operative event under the Buildings or Contents sections at any premises within the territorial limits temporarily in use by you for exhibitions, fundraising or carrying out a contract in connection with your activities.</p> <p>The most we will pay is £5,000 for any claim.</p> | |
| 8 | <p>DEATH OF PATRON death of your Patron before the age of 70.</p> <p>The most we will pay is £10,000 for all claims in any one period of insurance.</p> <p>For the purposes of this extension the maximum indemnity period is twelve months.</p> | Expenses more specifically covered elsewhere in this policy. |

Claims settlement for Business Interruption

ACCOUNTANTS CHARGES

Within the overall sum insured, **we** will also pay for professional accountants' charges reasonably incurred by **your** usual professional accountant for producing and certifying any details in **your** accounting records requested by **us** under the terms of this policy for the purpose of investigating or verifying any **claim**, but this does not include any accountants' charges otherwise incurred by **you** for the preparation of any **claim**.

LIMITS

Unless otherwise stated, the most **we** will pay for any **claim**:

- for reproducing **documents** or electronic data under **extra expenses** is £10,000 or the sum insured shown in the schedule, whichever is less
- in total is the relevant sum insured as shown in the schedule.

No **claim** payment will be made under this section following **damage** to donated **stock** if a valid **claim** payment is made under the Contents section for donated **stock**.

UNDERINSURANCE

If the sum insured shown in the schedule for:

- loss of income is less than the **income**
- gross profit is less than the sum produced by applying the **rate of gross profit** to the **turnover**
- rental income is less than the **rental income**

earned during the 12 month period immediately before the date of the **damage** appropriately adjusted:

- if the **indemnity period** exceeds 12 months, and
 - for any trends or other factors affecting **your activities** (such as seasonal variation) so that the figures represent, as closely as possible, the result that would have been achieved if the **damage** had not occurred
- then the amount payable for any **claim** will be proportionately reduced.

Section 6 Book Debts

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>We will pay the:</p> <ul style="list-style-type: none">a) difference between outstanding debit balances and the total of the amounts received or tracedb) additional expenses incurred by you with our consent in tracing and establishing outstanding debit balances due to damage to your books of account or other business books or records occurring:<ul style="list-style-type: none">i. at the premisesii. while such books or records are temporarily removed from the premises, or in the post, within the territorial limits, provided that the damage is the subject of a valid claim under the Contents section of this policy. | <ul style="list-style-type: none">1. Any loss or expense due to:<ul style="list-style-type: none">a) deliberate erasure, distortion or corruption of electronic data, information or recordsb) a dishonest or fraudulent act by you, your directors, partners or employees or anyone acting on your behalf.2. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |

Special requirement for Book Debts

You are required as a condition precedent to **our** liability:

1 MONTHLY STATEMENT

to keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in premises other than those in which the original records are kept.

Claim settlement for Book Debts

ACCOUNTANTS CHARGES

Within the overall sum insured, **we** will also pay for professional accountants' charges reasonably incurred by **your** usual professional accountant for producing and certifying any details in **your** accounting records requested by **us** under the terms of this policy for the purpose of investigating or verifying any **claim** but this does not include any accountants' charges otherwise incurred by **you** for the preparation of any **claim**.

LIMITS

The most **we** will pay for any **claim** is the sum insured shown in the schedule.

UNDERINSURANCE

If the sum insured shown in the schedule is less than the **outstanding debit balances** at the time of the **damage** the amount payable shall be proportionately reduced.

Section 7 Employers Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|--|
| <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for bodily injury to any employee caused during the period of insurance in connection with your activities and occurring:</p> <ul style="list-style-type: none"> • in the territorial limits • elsewhere in the world where any employee who is normally resident in the territorial limits is on a temporary visit in the course of your activities. <p>Within costs and expenses, we will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with our written consent.</p> <p>RIGHT OF RECOVERY</p> <p>The cover under this section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the territorial limits but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.</p> <p>CERTIFICATE OF EMPLOYERS LIABILITY INSURANCE</p> <p>If this section or the policy is cancelled the Certificate of Employers Liability Insurance issued for this section is cancelled at the same time.</p> | <p>Liability:</p> <ol style="list-style-type: none"> a) for which compulsory motor insurance or security is required b) arising in connection with offshore activities. |

Extensions for Employers Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>1 HEALTH AND SAFETY AT WORK</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in the defence of any criminal proceedings for an offence under:</p> <ul style="list-style-type: none"> • the Health and Safety at Work etc. Act 1974 • the Health and Safety at Work (Northern Ireland) Order 1978 • similar safety legislation of the territorial limits <p>committed or alleged to have been committed in the course of your activities during the period of insurance, including costs and expenses incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of employees.</p> <p>The most we will pay is £500,000 for any claim.</p> | <ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> a) you or your directors or partners b) any employee responsible for compliance with the legislation. 3. Legal costs and expenses covered elsewhere in this policy or by any other policy. 4. Liability for bodily injury. |
| <p>2 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS)</p> <p>At your request we will pay all amounts which the following people or organisations become legally liable to pay as damages and costs and expenses for a claim made against them:</p> <ul style="list-style-type: none"> • any partner, director or employee of yours • any officer or member of your canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services • any partner or director of yours in respect of private work carried out for them with your prior consent by any employee • any principal, being any person, local or public authority, company or firm, with whom you have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by you <p>provided:</p> <ul style="list-style-type: none"> • you would have been entitled to cover under this section if the claim had been made against you • such parties keep to the terms of this policy insofar as they can apply. | |

Extensions for Employers Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---------------------|
| <p>3 UNSATISFIED COURT JUDGEMENTS</p> <p>If any employee obtains a judgement for damages in respect of bodily injury against any company or individual operating from premises within the territorial limits and that judgement remains unpaid for more than six months, we will pay to the employee, at your request, the amount of any unpaid damages and awarded costs provided:</p> <ul style="list-style-type: none"> • the bodily injury is caused: <ul style="list-style-type: none"> a) during the period of insurance b) in the course of your activities c) in the territorial limits • there is no appeal outstanding • the judgement being obtained in the first instance under the jurisdiction of a court in the territorial limits • the judgement relates to bodily injury which would otherwise be insured by this section of the policy • if any payment is made under this extension the employee or their legal personal representatives shall assign the judgement to us. | |
| <p>4 COURT ATTENDANCE EXPENSES</p> <p>We will pay £250 per day if you, or any partner, director or employee are required to attend court as a witness at our request in connection with a claim for which cover is provided under this section.</p> | |

Claims settlement for Employers Liability

LIMITS

The most **we** will pay for any **claim**, including **costs and expenses**, unless otherwise stated is:

- £5,000,000 in respect of liability directly or indirectly caused by, resulting from or in connection with any act of **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon **you**
- the indemnity limit shown in the schedule.

Section 8 Public and Products Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for accidental:</p> <ol style="list-style-type: none"> bodily injury to any person damage to material property obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement <p>occurring during the period of insurance in connection with your activities and happening:</p> <ul style="list-style-type: none"> within the territorial limits outside the territorial limits whilst you, or any employee, director, partner or member, who is normally resident within the territorial limits, are on temporary visits to attend conferences, meetings or seminars, or to carry out clerical and managerial work anywhere in the World (other than within the United States of America or Canada) and caused by products. <p>Within costs and expenses, we will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with our written consent.</p> | <ol style="list-style-type: none"> The amount of excess shown in the schedule in respect of each claim for damage to material property. Liability arising directly or indirectly from any: <ol style="list-style-type: none"> activity excluded by the 'Activities' - endorsement in the schedule error or omission in the provision of professional services treatment of any kind (other than first aid) defamation bodily injury to any employee arising out of and in the course of your activities damage to property: <ol style="list-style-type: none"> or any part on which you or any employee is or has been working where the damage results from such work belonging to you or held in trust by you or borrowed, rented, leased or hired for use by you other than personal property (including vehicles and contents) of your visitors, partners, directors or employees manual work undertaken away from the premises other than delivery or collection by you, or any employee, within the territorial limits offshore activities counselling, advice, design, formula or specification whether given for a fee or not medical, surgical, dental, pharmaceutical or therapeutic products products incorporated in any: <ol style="list-style-type: none"> craft designed to travel through air or space watercraft which could affect its safety, navigation or propulsion mechanically propelled vehicles which could affect their safety gas, chemical, petrochemical or power generation plant damage to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any products or contract work executed by you which is caused by a defect or its unsuitability for its intended purpose products: <ol style="list-style-type: none"> exported to sold, supplied or worked upon by you, or by others for you, from within the United States of America or Canada second-hand products (except as provided for in the Second-hand Goods extension to this section) firework and/or bonfire events organised or run by an independent firework display organiser/operator/contractor. Liability arising directly or indirectly from: <ol style="list-style-type: none"> ownership, repair or maintenance of buildings that you own, its land and adjacent grounds ownership or use by you, or by others for you, of any premises within the United States of America or Canada ownership, possession or use by you or on your behalf, or by any person entitled to cover under this section, of any: <ol style="list-style-type: none"> watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space mechanically propelled vehicles for which compulsory motor insurance or security is required other than for: <ul style="list-style-type: none"> loading and unloading the use of plant at the premises unless cover is provided by any other policy. Liability arising from an agreement unless liability would have existed without the agreement. The costs of remedying any defect or alleged defect in premises which you have disposed of. <p>Continued ...</p> |

Section 8 Public and Products Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|-----------------|---|
| | <p>Continued ...</p> <p>6. Liability directly or indirectly caused by resulting from or in connection with terrorism arising:</p> <p>a) at:</p> <ol style="list-style-type: none"> i. premises of 40 storeys or more ii. sports stadia, exhibitions, theatres, music venues or any events organised by you, where attendance may exceed 1,000 people at any one time <p>b) out of any:</p> <ol style="list-style-type: none"> i. business as a food or beverage manufacturer ii. activities as, or for, a public or municipal authority iii. activities or products outside the territorial limits. <p>7. Fines or penalties.</p> <p>8. Punitive, exemplary, aggravated or multiplied damages.</p> <p>9. Liquidated damages.</p> <p>10. Any compensation awarded by a court of criminal jurisdiction.</p> <p>11. Any claim if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.</p> |

Special requirements for Public and Products Liability

You are required as a condition precedent to **our** liability:

- 1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES
 - a) if **you** use any bouncy castle and/or any other land-based inflatable, to ensure that:
 - it is supervised by responsible **employees** at all times when in use or inflated
 - when used outside a building, it is securely anchored to the ground at each anchor point
 - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
 - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable

and, in respect of any bouncy castle it is:

 - not used by children under 2 years old
 - restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).
 - b) if **you** use any trampoline, to ensure that it is:
 - supervised by responsible **employees** at all times when in use
 - fitted with safety side netting to prevent falls from the trampoline
 - not used by more than one person at a time.

- 2 CLEAN-UPS OR LITTER PICKS

to ensure that any person involved in clearing up litter or rubbish:

 - wears boots or other stout footwear
 - wears suitable gloves if handling any litter or rubbish
 - is instructed not to clear up, move or touch any sharp objects, needles or syringes unless those persons:
 - a) are authorised adults who have received documented training in dealing with discarded needles or syringes, and
 - b) wear rubber/latex gloves and use graspers/tongs to pick up any needles or syringes (DO NOT USE HANDS), and
 - c) only use proprietary sharps bins/boxes to place any needles or syringes which are to be given to and emptied only by the local authority or contract clinical waste services.

- 3 PROTECTION POLICY FOR GROUPS WORKING WITH YOUNG PEOPLE OR VULNERABLE ADULTS

if **you** work with young people or vulnerable adults, to ensure that:

 - **you** comply with all statutory and other regulations imposed by any authority
 - **your** written protection policy for young people and vulnerable adults is fully complied with at all times
 - where it has been disclosed to **us** that **you** have no written protection policy, the safety measures otherwise declared to and accepted by **us** have been fully complied with at all times.

Special requirements for Public and Products Liability

You are required as a condition precedent to **our** liability:

4 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym equipment or facility **you** provide is not used by any unauthorised persons and that it is:

- supervised by a qualified gym instructor at all times when in use, or
- only used by unsupervised persons who have undergone an induction/training course held by a qualified gym instructor and then been authorised by **you** or **your employees**.

5 SECOND-HAND GOODS (PRODUCTS LIABILITY)

under the Second-Hand Goods extension of this section, before the **products** leave **your** custody or control, to:

- have any electrical appliance (other than a battery operated appliance) inspected and tested by a suitably qualified person (the minimum standard required is the Portable Appliance Testing qualification, such as the City & Guilds 2377-002 Certificate of Competence for the Inspection and Testing of Portable Equipment (PAT Testing) or its equivalent)
- ensure that each item of furniture or furnishings supplied free of charge is fit for purpose
- ensure that any other **products** are compliant with any current safety legislation or regulations
- retain all required records under such legislation or regulations for the required period provided this period is not less than 3 years.

6 FACE PAINTING AND HENNA TATTOOS

if **you** apply any face paints or henna tattoos, to ensure that they are not applied to any person:

- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition **you** must:

- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

7 INSURANCE CHECKS FOR PROFESSIONAL SUPPLIERS OF ACTIVITIES

under the Activities endorsement – Professional Suppliers Contingency Extension to this section, to have either:

- made a check of the public liability insurance held by the **professional supplier** of that activity to ensure that appropriate cover would be in force for the contracted activity

or

- reasonable grounds to believe that:
 - a) the **professional supplier** is required to be licensed to operate by the local authority or other appropriate regulatory body, and
 - b) public liability insurance is required to be held for the contracted activity by the **professional supplier** in compliance of such licence to operate.

8 FIREWORK AND/OR BONFIRE EVENTS

if **you** organise or run any firework and/or bonfire event that does not exceed an attendance of 100 persons at any one time, **you** must ensure that:

- a responsible adult (with experience of fireworks) is to be in overall control of the event, with final responsibility for all health and safety matters and to be given sole control of storage, siting and lighting of fireworks
- appropriate safety clothing, headgear, gloves and goggles are to be worn by person(s) responsible for lighting any bonfire or fireworks
- the site chosen for the event is well clear of any:
 - a) buildings, trees, vegetation or other materials or property that could be damaged, including any overhead cables or the like
 - b) roads, railways and public rights of way
- only fireworks compliant with British Standards are used and ensure that the manufacturer's instructions are read and complied with
- any fireworks not for immediate use are to be kept in a lidded metal box
- no one attempts to re-light or go near fireworks that fail to ignite and they must not be put on the bonfire
- any bonfire is free of any dangerous materials/products (e.g. foam, plastics, aerosols, paint tins, bottles etc)
- no petrol, paraffin or other combustible liquids are to be used to light the bonfire
- suitable fire-fighting equipment must be available (e.g. fire extinguisher(s) or bucket(s) of water)
- when the event is over any bonfire is to be thoroughly doused with water and checked to ensure it is not left smouldering.

SPECIAL NOTE (not forming part of the policy wording):

1. For guidance please obtain copies of:

- 'Giving Your Own Firework Display' booklet - Ref. HS(G)124 - from the HSE (Health and Safety Executive),
- 'Firework Safety Campaign' publication from DTI (Dept. of Trade and Industry),

or any updates or replacements for them. It is strongly recommended that you comply with all the requirements and recommendations appropriate to you or your event.

Special requirements for Public and Products Liability

You are required as a condition precedent to **our** liability:

9 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT

to ensure that any fixed outdoor adventure and children's playground equipment at the **premises** is:

- inspected annually by an independent specialist if the various items of equipment are in a specifically designed and purpose-built children's play area, and
- inspected at least monthly by an authorised and suitably trained **employee**, and
- maintained in a safe and good condition (any equipment found to be in need of any repair, defective or unsafe in any way must be prevented from being used until the maintenance, repair or improvement work has been carried out), and
- a written record is retained by **you** for each inspection and following any appropriate maintenance, repair or improvement work.

SPECIAL NOTE (not forming part of the policy wording):

1. The Royal Society for the Prevention of Accidents (RoSPA) can provide advice and information on playground management and the safety of outdoor play areas. Their Code of Good Practice for Play Areas covers Siting, Design, Equipment, Surfacing, Installation, Ancillary items, Signs and Management. Royal Society for the Prevention of Accidents: www.rospa.com

10 LOANED OR HIRED OUT MOBILITY EQUIPMENT

to ensure, before any **mobility equipment** is:

- loaned, or
- hired out

by **you** that:

- it is checked and inspected by authorised **employee(s)**
- if it is damaged or faulty, it is immediately withdrawn from stock and not loaned or hired out by **you** until repaired by authorised **employee(s)** or a professional repairer
- a written record is kept of each check, service, repair and hiring
- if it is non-repairable, or uneconomic to repair, it is immediately and safely disposed of.

11 LIBEL AND SLANDER

under extension 13 (Libel and Slander):

- unless a Queen's Counsel or similar authority (to be mutually agreed on by **you** and **us**) advises that any proceedings can be contested with the probability of success, to tender such apologies and offer such amends as the Counsel or Authority advises
- upon a Queen's Counsel or similar authority's advice, to agree to the withdrawal of the offending matter or to the publication of any amendment or alteration necessary to secure the withdrawal of the **claim made** or objection.

Extensions for Public and Products Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>1 HEALTH AND SAFETY AT WORK</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in the defence of any criminal proceedings for an offence under:</p> <ul style="list-style-type: none"> • the Health and Safety at Work etc. Act 1974 • the Health and Safety at Work (Northern Ireland) Order 1978 • similar safety legislation of the territorial limits committed or alleged to have been committed in the course of your activities during the period of insurance, including costs and expenses incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of persons other than employees. <p>The most we will pay is £500,000 for any claim.</p> | <ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> a) you or your directors or partners b) any employee responsible for compliance with the legislation. 3. Legal costs and expenses covered elsewhere in this policy or by any other policy. 4. Liability for bodily injury or damage to property. |

Extensions for Public and Products Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>2 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS AND MEMBER TO MEMBER) At your request we will pay all amounts which the following people or organisations become legally liable to pay as damages and costs and expenses for a claim against them:</p> <ul style="list-style-type: none"> • any partner, director or employee • any member • any officer or member of your canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services • any of your partners or directors in respect of private work carried out by any employee • any principal, being any person, local or public authority, company or firm, with whom you have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by you <p>provided:</p> <ul style="list-style-type: none"> • you would have been entitled to cover under this section if the claim had been made against you • such parties keep to the terms of this policy insofar as they can apply • in the event of any one individual member making a claim against another member or you, we will agree not to raise the defence that the claiming member is also the insured. | |
| <p>3 CROSS LIABILITIES If more than one party is named in the schedule as the policyholder, we will deal with any claim as though a separate policy had been issued to each of them.</p> | |
| <p>4 HIRED OR RENTED PREMISES Where you are legally liable to pay for damage to property at premises borrowed, rented, leased or hired for use by you for your activities, the cover provided under this section extends to include your legal liability for such damage.</p> | <ol style="list-style-type: none"> 1. £250 excess other than for claims caused by fire or explosion. 2. Liability: <ol style="list-style-type: none"> a) arising from an agreement unless liability would have existed without the agreement b) otherwise excluded under this section apart from property borrowed, rented, leased or hired for use by you c) where you are required to insure, or pay for the insurance of, the property damaged. |
| <p>5 CONTINGENT MOTOR LIABILITY We will pay all amounts which you alone become legally liable to pay as damages and costs and expenses for accidental:</p> <ol style="list-style-type: none"> a) bodily injury to any person b) damage to material property arising out of the use by any employee of any motor vehicle in connection with your activities and occurring during the period of insurance. | <ol style="list-style-type: none"> 1. Liability arising from: <ol style="list-style-type: none"> a) damage to any such vehicle or its contents b) any vehicle owned or provided by you c) any vehicle driven by you (being an individual insured person such as a sole trader or partner) d) any vehicle driven by a person who to your knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence e) participation in racing, pace making, reliability trials or speed testing. 2. Liability: <ol style="list-style-type: none"> a) to the drivers or owners of such motor vehicles b) arising outside the territorial limits c) covered by any other policy. 3. Fines or penalties. 4. Punitive, exemplary, aggravated or multiplied damages. 5. Liquidated damages. |

Extensions for Public and Products Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>6 CONSUMER PROTECTION</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of your activities and are brought in the territorial limits.</p> <p>The most we will pay is £500,000 for any claim.</p> | <ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Proceedings consequent upon any deliberate act or omission by you, any director, partner or any employee responsible for compliance with the legislation. 3. Legal costs and expenses covered elsewhere in this policy or by any other policy. 4. Liability for bodily injury or damage to property. |
| <p>7 COURT ATTENDANCE EXPENSES</p> <p>We will pay £250 per day if you, or any partner, director or employee, are required to attend court as a witness at our request in connection with a claim for which insurance is provided under this section.</p> | |
| <p>8 WRONGFUL ARREST</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for any charge of:</p> <ul style="list-style-type: none"> • wrongful arrest • malicious prosecution • false imprisonment • defamation of or assault on any person made against you in respect of any allegation of theft or other improper conduct occurring during the period of insurance in connection with your activities and happening in the territorial limits. <p>The most we will pay is £25,000 for all claims in any one period of insurance.</p> | <ol style="list-style-type: none"> 1. Claims by any employee. 2. Liability for: <ol style="list-style-type: none"> a) fines, penalties or punitive, exemplary, aggravated or multiplied damages b) liquidated damages. |
| <p>9 FOOD SAFETY ACT</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in the defence of any criminal proceedings brought in respect of a breach of the Food Safety Act 1990 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of your activities and are brought in the territorial limits.</p> <p>The most we will pay is £500,000 for any claim.</p> | <ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Proceedings consequent upon any deliberate act or omission by you, any director, partner or any employee responsible for compliance with the legislation. 3. Legal costs, expenses, reimbursements or charges: <ol style="list-style-type: none"> a) covered elsewhere in this policy or by any other policy b) arising from an order made under Section 9 of the Food Safety Act c) resulting from any regulation under Section 45 of the Food Safety Act. 4. Liability for bodily injury or damage to property. |
| <p>10 SECOND-HAND GOODS (PRODUCTS LIABILITY)</p> <p>Subject to the terms and exclusions for products cover, we will pay all amounts which you become legally liable to pay as damages and costs and expenses for liability arising from second-hand products.</p> | <ol style="list-style-type: none"> 1. Liability arising from the following second-hand products: <ol style="list-style-type: none"> a) upholstered furniture or bedding that does not meet the standards under statutory safety legislation other than upholstered furniture or bedding supplied free of charge to the poor and needy b) gas appliances of any description c) any appliance containing or using flammable liquids. 2. Any claim when you have failed to comply with the special requirement for this extension and such failure caused or worsened the liability. |

Extensions for Public and Products Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|--|
| <p>11 DATA PROTECTION ACT</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.</p> <p>This indemnity is subject to you being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that you have taken all reasonable care to comply with its requirements.</p> <p>The most we will pay is £500,000 for any claim including costs and expenses.</p> | <ol style="list-style-type: none"> 1. Fines or penalties. 2. Punitive, exemplary, aggravated or multiplied damages. 3. Liquidated damages. 4. Costs of replacing reinstating rectifying erasing blocking or destroying any personal data. 5. Liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity. 6. Claims arising out of circumstances which have been notified to previous insurers or which were known to you at the inception of this extension. 7. Legal liability where indemnity is provided by any other insurance. |
| <p>12 OVERSEAS PERSONAL LIABILITY</p> <p>We will pay all amounts which you (and at your request any employee) become legally liable to pay as damages and costs and expenses for accidental:</p> <p>a) bodily injury to any person</p> <p>b) damage to material property</p> <p>occurring during the period of insurance in respect of personal liability including liability arising from the ownership, possession or use of any:</p> <ul style="list-style-type: none"> • battery powered wheelchair or mobility scooter • vehicle used only as domestic gardening equipment • golf cart trolley or buggy controlled by someone on foot <p>arising other than in connection with your activities, or any business or profession of the person claiming indemnity, while such persons, normally resident within the territorial limits, are temporarily outside the territorial limits in connection with your activities.</p> <p>The most we will pay is £2,000,000 for any claim including costs and expenses.</p> | <ol style="list-style-type: none"> 1. Liability arising from: <ol style="list-style-type: none"> a) bodily injury to any person entitled to indemnity under this extension b) damage to property belonging to or under the control of any person entitled to indemnity under this extension c) an agreement unless liability would have existed without the agreement d) the ownership or occupation of land or buildings e) any pets, livestock or other animals. 2. Liability directly or indirectly caused by resulting from or in connection with terrorism. 3. Liability arising from the ownership, possession or use of any: <ol style="list-style-type: none"> a) craft designed to travel in, on or through water, air or space b) electrically or mechanically powered vehicle not otherwise covered under this extension. 4. Liability where indemnity is provided by any other insurance. 5. Fines or penalties. 6. Punitive, exemplary, aggravated or multiplied damages. 7. Liquidated damages. |
| <p>13 LIBEL AND SLANDER</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses in respect of any claim made for alleged defamation by you, or on your behalf, in connection with your activities.</p> <p>All claims made arising from a single defamation will be deemed to have been made during the period in which the first claim made was accepted by us.</p> <p>The most we will pay for all claims made, including costs and expenses, in any one period of insurance is:</p> <ul style="list-style-type: none"> • in respect of defamation arising from material or statements made in electronic format of any kind, 20% of • in total <p>the indemnity limit for Libel and Slander shown in the schedule.</p> | <ol style="list-style-type: none"> 1. £250 excess. 2. Liability arising from: <ol style="list-style-type: none"> a) criminal or intentional defamation, or where you ought to have known such statements were defamatory b) any legal action brought against you: <ol style="list-style-type: none"> i. in any court of law outside the territorial limits ii. by any claimant living outside the territorial limits c) the consequence of any circumstances known to you at the commencement of this cover which may give rise to a claim made d) any unauthorised or malicious access, alteration or intrusion to computer systems e) any legal proceedings against you initiated by or on behalf of any trustee or director, or any other person or entity with a financial, managerial or executive interest in the charitable body f) printers' errors (other than by you) g) malicious falsehood or injurious falsehood. 3. Liability: <ol style="list-style-type: none"> a) for fines, penalties or punitive, exemplary, aggravated or multiplied damages b) for liquidated damages c) covered by any other policy or elsewhere in this policy d) where the date of the cause of action first accruing is prior to the original inception date of this extension. 4. Any claim made if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirements. |

Claims settlement for Public and Products Liability

LIMITS

Unless otherwise stated, the most **we** will pay, including **costs and expenses** for:

- any **claim** (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from or is in connection with **terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from **terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to **terrorism** is £5,000,000 or, if lower
- any **claim** arising out of any firework and/or bonfire event is £5,000,000 or, if lower,
- all **claims** in any one **period of insurance**:
 - caused by **products**
 - arising from pollution or contamination
- any **claim** for liability other than relating to **terrorism**, firework and/or bonfire events, **products**, pollution or contamination
- any **claim** under the Cross Liabilities extension in total to all parties

is the indemnity limit shown in the schedule.

Section 9 Professional Indemnity

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>We will pay for any claim made for damages and costs and expenses which you, or at your request any employee, become legally liable to pay arising from any professional indemnity wrongful act.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Liability directly or indirectly arising from: <ol style="list-style-type: none"> a) any bodily injury to any person or damage to, or loss of use of, any tangible property, unless arising directly from any negligent advice, design, formula or specification given in the provision of professional services b) any bodily injury sustained by an employee c) medical malpractice d) pollution, contamination or seepage e) goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by you f) the consequences of any circumstances known to you at the commencement of this cover which may give rise to a claim made g) any professional indemnity wrongful act committed by a trustee, director or employee of a charity which has merged with the charitable body when the professional indemnity wrongful act giving rise to any claim made was committed prior to the merger h) damages and costs and expenses covered elsewhere in this policy or by any other policy or indemnity i) an agreement unless liability would have existed without the agreement j) your operation, administration or management of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme k) any investment, sale or purchase of shares, securities or stocks or direct advice on the investment of client funds, including breach of regulations or misuse of information relating to them l) any dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by or condoned by a trustee or director m) any indirect or consequential loss (including but not limited to lost profit, remuneration, or trading losses) arising from actual or alleged over-charging or improper receipt of fees n) any legal proceedings against you initiated by or on behalf of any trustee or director of the charitable body, or any other person or entity with a financial, managerial or executive interest in the charitable body o) any defamation resulting from printer's errors p) any defamation which you knew or ought to have known was defamatory q) any breach of any obligation to any former, present or prospective employee for any kind of employment related dispute r) any trading losses, liabilities or debts incurred by you s) or resulting from your involvement in a joint venture or consortia t) any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance u) any legal action or investigation brought or commenced in any court of law or other tribunal outside of the territorial limits or is brought or commenced within the territorial limits to enforce an award or judgement outside the territorial limits by reciprocal agreement or otherwise. 3. Fines, penalties or punitive, exemplary, aggravated or multiplied damages. 4. Liquidated damages. 5. Liability where the professional indemnity wrongful act occurred prior to the retroactive date (if applicable) stated on the schedule. |

Claims settlement for Professional Indemnity

LIMITS

The most **we** will pay for all **claims made**, including **costs and expenses**, in any one **period of insurance** is the indemnity limit shown in the schedule.

Section 10 Property Owners Liability

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|--|
| <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for accidental bodily injury to any person or damage to material property occurring:</p> <p>a) during the period of insurance and arising from:</p> <p>i. your ownership of:</p> <ul style="list-style-type: none"> - the buildings - the land on which the buildings that you own stand - any grounds adjacent to, belonging to and used in connection with the buildings that you own <p>ii. your inspection, security, repair and maintenance of the buildings that you own, its land and adjacent grounds</p> <p>b) within a period of seven years from the expiry or cancellation of this section and arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any premises disposed of by you which were occupied by you for your activities.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule in respect of each claim for damage to material property. 2. Liability arising directly or indirectly from: <ol style="list-style-type: none"> a) an agreement unless liability would have existed without the agreement b) damage to property belonging to you or held in trust by you or in your custody or control c) occupation of the premises d) accidental bodily injury to any employee. 3. Liability for: <ol style="list-style-type: none"> a) costs of remedying any damage or defect in premises disposed of by you b) fines, penalties or punitive, exemplary, aggravated or multiplied damages c) liquidated damages d) which you are entitled to indemnity from any other policy or source. 4. Any claim if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement. |

Special requirement for Property Owners Liability

You are required as a condition precedent to **our** liability to:

1 ESCALATOR OR LIFT INSPECTION

- ensure that any escalator or lift at the **premises** for which **you** are responsible is inspected by a qualified engineer at the required intervals under any relevant legislation or regulations and in any event not less than once every year
- comply promptly or within any set timescales in respect of any requirements resulting from any such inspection.

Claims settlement for Property Owners Liability

LIMITS

The most **we** will pay for any **claim** including **costs and expenses** is the indemnity limit shown in the schedule.

Section 11 Loss of Licence

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>We will pay for:</p> <ol style="list-style-type: none"> costs incurred by you with our prior written consent in defending the premises licence at a review or appeal where an unsuccessful defence or appeal would result in a loss of licence the amount of extra expenses during the loss of licence indemnity period resulting from your activities at the premises being interrupted or interfered with due to loss of licence. <p>The most we will pay for each calendar month of the loss of licence indemnity period will be one-sixth (16.67%) of the sum insured shown in the schedule.</p> | <ol style="list-style-type: none"> Any costs incurred as a result of any requirement to conform to any amendment to the conditions and exclusions of the premises licence by the licensing authority following a review or appeal. Loss: <ol style="list-style-type: none"> if your interest in the premises licence ceases for which you can be compensated under any legislation or bye-law resulting from the withdrawal, suspension or refused transfer or renewal of a personal licence. Loss due to: <ol style="list-style-type: none"> town or country planning, improvement or redevelopment or in part due to your dishonest, fraudulent, wilful, reckless or malicious conduct your omission to take all steps necessary to maintain the premises licence any criminal conduct by you or any designated premises supervisor the premises not being maintained in a good state of hygiene or sanitary condition or repair. Loss caused by: <ol style="list-style-type: none"> any compulsory purchase or surrender a change in the law any closure of the premises not required by law your failure to carry out any requirements of the licensing authority or other authority any police closure order the withdrawal or refusal of a temporary event notice for any permitted temporary activities. |

Special conditions for Loss of Licence

You are required as a condition of cover to:

- immediately contact **us** if **you** know of any circumstances that may affect the **premises licence** or that:
 - the **premises licence** has been or may be transferred
 - a complaint has been made about the **premises** or how the **premises** are controlled
 - a **designated premises supervisor** or **employee** is accused or convicted of a breach of the licensing law
 - the character or reputation of any **designated premises supervisor** or **employee** could be discredited
 - there has been an objection that may endanger the **premises licence** or its renewal
 - the use of the **premises** is changing or has changed from its original purpose
 - as a result of a police closure order or representation by any interested party, a review of the **premises licence** is underway.
- notify **us** within 48 hours if **loss of licence** occurs.
- where practicable, at **our** request find a suitable replacement who satisfies the regulating authority's requirements if any **designated premises supervisor**:
 - dies
 - is incapacitated
 - is made bankrupt or convicted of an offence that could discredit his/her character or reputation
 - deserts the **premises**
 - forfeits their **personal licence**, or has it withdrawn, suspended or refused transfer or renewal by the licensing authority.
- where practicable, if **loss of licence** occurs, at **our** request apply for a new registration for the same or other **premises** so that **your activities** can continue in a similar or alternative form.
- otherwise give **us** any reasonable information or help **we** need.

Claims settlement for Loss of Licence

VALUE ADDED TAX

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

ACCOUNTANTS CHARGES

Within the overall sum insured, **we** will also pay for professional accountants' charges reasonably incurred by **your** usual professional accountant for producing and certifying any details in **your** accounting records requested by **us** under the terms of this policy for the purpose of investigating or verifying any **claim**, but this does not include any accountants' charges otherwise incurred by **you** for the preparation of any **claim**.

LIMITS

The most **we** will pay for all **claims** in any one **period of insurance** is the sum insured shown in the schedule.

Section 12 Personal Accident

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>If you, or any partner, director or employee while working for you, sustain(s) accidental bodily injury caused by external violent and visible means arising out of and in the course of your activities during the period of insurance:</p> <p>a) which within 24 months is the sole cause of death or disablement, we will pay a benefit as defined under the Benefits for Personal Accident</p> <p>b) and as a result incur medical expenses, being the cost of medical, surgical, dental or other remedial attention, treatment or appliances, given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the injured person, we will pay up to £2,500 for any claim for any one person</p> <p>c) and as a result need(s) in-patient hospital treatment, we will pay a benefit of £20 for each complete period of 24 hours stay in hospital up to £200 for any claim for any one person.</p> | <ol style="list-style-type: none"> 1. Accidental bodily injury: <ol style="list-style-type: none"> a) consisting solely of illness, disease or disorder b) to any person whose age is under 16 or more than 85 years at the time of the bodily injury c) sustained outside the territorial limits d) arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition e) caused by you or any partner, director or employee: <ol style="list-style-type: none"> i. engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling ii. committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life iii. being under the influence of intoxicants or drugs unless under medical supervision iv. being pregnant or giving birth v. serving in the armed forces f) resulting from any accident in connection with: <ol style="list-style-type: none"> i. powered woodworking machinery other than portable hand tools ii. the use of scaffolding, other than tower scaffolding, unless professionally erected iii. tree felling and the lopping and topping of trees, unless such work is within the scope of the ordinary domestic gardener and there is no use of chainsaws. 2. Any claim directly or indirectly caused by resulting from or in connection with terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. If we allege that by reason of this exclusion any claim is not covered by this section the burden of proving the contrary shall be upon you. |

Benefits for Personal Accident

| | |
|---|---|
| 1 Death | death benefit shown in the schedule |
| 2 Permanent total disablement, being either: |) |
| a) total and permanent loss of use of one or more entire hands or feet |) |
| b) total and irrecoverable loss of sight in one or both eyes |) permanent total disablement benefit shown in the |
| c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing |) schedule |
| d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation |) |
| |) |
| |) |
| 3 Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with your activities , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks | temporary total disablement benefit shown in the schedule |

Claims settlement for Personal Accident

LIMITS

We will pay the amount of benefit as shown in the schedule to the injured person or their legal personal representative.

- Only one of benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under benefit 2 the policy will cease to apply to the injured person concerned.
- If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- Under benefit 3 **we** may make monthly payments on account.
- **We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

The injured person will, if required by **us**, submit to a medical examination at **our** expense in connection with any **claim**.

Section 13 Computer Breakdown

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>We will pay for the:</p> <p>a) necessary repair or replacement of your computer equipment:</p> <ul style="list-style-type: none"> i. whilst at the premises, or ii. designed to be portable, whilst away from the premises but within the territorial limits, <p>used in connection with your activities, following a sudden and unforeseen breakdown, distortion, electrical burn-out or fault due to:</p> <ul style="list-style-type: none"> • a mechanical or electrical defect, • failure or fluctuation of the supply of electricity or telecommunications, <p>which results in a failure to function.</p> <p>b) additional expenses that you reasonably incur with our prior consent for the replacement and re-instatement of electronic data following the sudden and unforeseen erasure, destruction, corruption or distortion of electronic data caused by circumstances covered in a) above and not otherwise excluded under the terms of this section or the policy.</p> <p>c) additional expenses that you reasonably incur with our prior consent for the repair, replacement or reinstatement of your computer equipment and electronic data caused by or resulting from a virus or similar mechanism or hacking or denial of service attack.</p> <p>The most we will pay under cover c) is £500 for any claim and £1,000 in any one period of insurance.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Breakdown: <ol style="list-style-type: none"> a) of any computer equipment after ten years from the date of its manufacture b) resulting from wear and tear, depreciation or gradually operating cause and any replacement or re-instatement of electronic data as a result of such breakdown. 3. Repair, replacement or re-instatement: <ol style="list-style-type: none"> a) recoverable under any lease, hire, maintenance agreement or manufacturer's warranty, or where you are relieved of responsibility under such agreement b) covered elsewhere in this policy or by any other policy or indemnity c) of electronic data not stored in accordance with the manufacturer's recommendations d) of any computer equipment whilst hired or loaned out e) directly or indirectly arising from or relating to: <ol style="list-style-type: none"> i. any wilful or malicious act by you or any employee ii. the use of unproven software which has not been finalised or has not completed quality assurance or testing iii. the use of any telecommunications equipment not approved by the telecommunications authority iv. the loss of electricity or telecommunications supply: <ul style="list-style-type: none"> – where such removal, withholding or restriction of supply is a deliberate act by the supplier, unless for the purpose of safeguarding life – due to industrial action by the employees of the supplier. 4. Any indirect or consequential loss. 5. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |

Special requirements for Computer Breakdown

You are required as a condition precedent to **our** liability:

- 1 DATA BACKUP

in respect of cover b) above, to ensure that electronic data is backed up and stored away from the **premises** in accordance with the level of sum insured as follows:

| | |
|----------------------------------|---------------------------------------|
| Sum insured for electronic data: | Minimum backup frequency to be every: |
| a) up to £10,000 | 7 working days |
| b) £10,001 up to £25,000 | 2 working days |
| c) over £25,000 | working day |
- 2 ANTI-VIRUS MAINTENANCE

In respect of cover c) above, to continually use, maintain and upgrade any code or series of instructions, operating systems, software programs or firmware which protects against any computer **virus or similar mechanism** or unauthorised access to **your computer equipment**.

SPECIAL NOTE (not forming part of the policy wording):

1. We provide cover, subject to limitation, for the costs of reinstating computer data following damage by the insured events. However, we expect you to take reasonable steps to backup the information held, and this special requirement explains the minimum steps we require. The requirement to store backups away from the premises can be met by simply storing an electronic copy of the data on another computer at a separate location sent by disc or email. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

Extension for Computer Breakdown

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---------------------|
| <p>1 ADDITIONAL CHARGES AND EXPENSES</p> <p>Provided a claim is agreed by us under this section, we will pay for the following additional charges or expenses incurred with our prior written consent:</p> <ul style="list-style-type: none"> a) hire or lease charges that you reasonably incur with respect to a new agreement for similar equipment following breakdown of computer equipment, but limited only to such charges incurred within the period of insurance in which the breakdown occurs b) expenses that you reasonably incur to prevent or minimise the interruption of or interference with your activities following a loss of electricity or telecommunications supply c) expenses that you reasonably incur in investigating possible repairs or re-instatement whether successful or not, following breakdown d) expenses that you reasonably incur in the modification or alteration of computer equipment, and for replacing or altering computer systems or electronic data to achieve compatibility, where replacement computer equipment is incompatible with existing and undamaged computer equipment e) expenses that you reasonably incur in the removal of computer equipment following breakdown. <p>The most we will pay is £2,500 for all claims under this extension in any one period of insurance.</p> | |

Claims settlement for Computer Breakdown

If **computer equipment**:

- can be economically repaired **we** will pay for the repair to its condition when new
- cannot be economically repaired **we** will pay for its replacement by **computer equipment** of equal performance and/or capacity or where this is not possible by **computer equipment** with the nearest higher performance and/or capacity.

LIMITS

Unless otherwise stated, the most **we** will pay for all **claims** in any one **period of insurance** under this section is the sum insured shown in the schedule.

Section 14 Refrigerated Contents

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>We will pay for damage to the contents, belonging to you or for which you are responsible, of refrigeration units used in connection with your activities at the premises caused by:</p> <ul style="list-style-type: none">a) a rise or fall in temperature in such unitb) escape of refrigerant. | <ul style="list-style-type: none">1. The amount of excess shown in the schedule.2. Damage to contents:<ul style="list-style-type: none">a) resulting from any deliberate act or wilful neglect by you or any employeeb) caused by a deliberate act of the power supplier.3. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |

Special requirement for Refrigerated Contents

You are required as a condition precedent to **our** liability:

1 REFRIGERATION UNITS MAINTENANCE CONTRACT

to ensure that any refrigeration unit over 10 years old is kept under an annual (or more regular) maintenance contract with the manufacturer or independent refrigeration engineers.

Claims settlement for Refrigerated Contents

At **our** option, **we** will pay the cost of replacement or make a cash payment for the value of the contents at the date of the **damage**.

LIMITS

The most **we** will pay for any **claim** is the:

- limit any one unit and
- total sum insured

shown in the schedule at the date of the **damage**.

Section 15 Goods in Transit

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>We will pay for:</p> <p>a) damage occurring within the territorial limits and the Republic of Ireland to your property (including tarpaulin sheets, packing materials and ropes carried on any road vehicle operated by you) in transit by:</p> <ol style="list-style-type: none"> any road vehicle operated by you any road vehicle operated by road hauliers parcel service or rail <p>in connection with your activities, including:</p> <ul style="list-style-type: none"> the loading or unloading of the carrying vehicle while temporarily housed on the carrying vehicle during transit while on the carrying vehicle during a direct sea ferry transit between ports within the territorial limits and the Republic of Ireland <p>b) damage to drivers' clothing and personal effects up to an amount of £500 per person following a valid claim under a) above</p> <p>c) costs and expenses necessarily and reasonably incurred in the removal of debris and site clearance for which you are responsible as a direct result of damage under a) above for which a valid claim is paid under this section.</p> | <ol style="list-style-type: none"> The amount of excess shown in the schedule. Damage, unless specifically agreed by us in writing, to: <ol style="list-style-type: none"> furs, jewellery, watches, clocks, precious metals, precious stones or articles made from or containing any of them money, securities, bills of exchange, deeds, documents, electronic data, patterns, models, moulds, plans or designs bullion, non-ferrous metals, tobacco goods, wines or spirits explosives or other dangerous goods computer equipment antiques or works of art. Death or injury of living creatures. Damage caused by or resulting from: <ol style="list-style-type: none"> wear and tear or gradual deterioration defective or insufficient packing deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle moth, vermin, insects, mildew, rust, contamination, electrical or mechanical derangement (unless caused by external means), inherent vice or nature of the property deterioration, depreciation, delay in transit, loss of market or other consequential loss riot, civil commotion or strikes theft from any unattended vehicle operated by you unless all doors, windows and other points of access have been closed and locked, any security devices have been correctly set to operate and all keys have been removed from the vehicle theft from any soft topped, soft sided, open topped or open sided vehicle or trailer operated by you the weather to property in transit by you while in the open unless the property is suitably protected dismantling, installing, erecting or testing. Unexplained shortages. Property more specifically covered elsewhere in this policy or by any other policy. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |

Special requirement for Goods in Transit

You are required as a condition precedent to **our** liability:

1 OVERNIGHT SECURITY

for **damage** resulting from theft or attempted theft, to keep any unattended vehicle operated by **you** in a guarded security park, or in a securely locked building or locked yard, between the hours of 21:00 to 06:00.

Claims settlement for Goods in Transit

At **our** option, **we** will indemnify **you** for the **damaged** property by:

- making a cash payment
- paying for the repair
- paying for the cost of replacement if **damaged** beyond repair.

LIMITS

The most **we** will pay for any **claim** for goods in transit (including any debris removal costs) by:

- your** own vehicles is the own vehicle limit
- any other carrier is the limit any one:
 - package
 - consignment

shown in the schedule at the date of the **damage**.

UNDERINSURANCE

If at the time of **damage** the appropriate vehicle, package or consignment limit sum insured (plus index-linking) is less than the full value of the property in transit, **we** will only pay the same proportion of the **damage** as the sum insured bears to the full value for the property in transit.

Section 16 Trustees and Directors Indemnity

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>We will pay all amounts for any claim made which:</p> <ul style="list-style-type: none"> a) a trustee or director becomes legally liable to pay as damages and costs and expenses arising from any wrongful act b) would be covered under a) above but which the charitable body becomes legally liable or obliged to pay to indemnify the trustee or director by reason of any indemnity clause in your governing documents arising from any wrongful act c) the charitable body becomes legally liable to pay as damages and costs and expenses arising from any wrongful act. This cover does not apply where the charitable body is an unincorporated association and indemnity is claimed under a) above d) the trustee or director or charitable body becomes legally liable to pay as a result of damage to documents, provided that the damage: <ul style="list-style-type: none"> i. occurs while documents are held by or are being sent to or from the charitable body, their agent or any trustee or director or employee and ii. is discovered during the period of insurance. <p>We will also pay any reasonable cost incurred by the trustee or director or charitable body in restoring or replacing documents.</p> <p>The most we will pay under cover d) for all claims made in any one period of insurance, including costs and expenses, is £50,000 and this limit is within the overall indemnity limit stated in the schedule not in addition to it.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Any claim made for loss directly or indirectly arising from: <ul style="list-style-type: none"> a) damages and costs and expenses covered elsewhere in this policy or by any other policy or indemnity b) an agreement unless liability would have existed without the agreement c) goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by you d) any bodily injury to any person e) damage (except to the extent insured under cover d) of this section) or the loss of use of any tangible property f) any trustee or director acting in the capacity as a trustee or administrator of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme g) any legal proceedings initiated by or on behalf of any trustee or director, or any other person or entity with a financial, managerial or executive interest in the charitable body h) pollution, contamination or seepage (except to the extent insured under the Pollution, Contamination and Seepage extension to this section) <ul style="list-style-type: none"> i) any defamation resulting from printer's errors j) any actual or alleged breach of statutory employment regulation, discrimination, harassment, retaliatory treatment or breach of any obligation to any former, present or prospective employee k) any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance l) any infringement of intellectual property rights, copyright, patent, trademark, moral rights, database rights or design, or act of passing-off m) any trustee or director acting in any capacity as external auditor, liquidator, receiver, administrator or administrative receiver n) any provision of advice, counselling, design, formula, pastoral care, specification or other professional service o) any breach of professional duty owed p) medical malpractice q) any trading losses, liabilities or debts r) or resulting from the charitable body's involvement in a joint venture or consortia, other than where the claim made arises from the wrongful act of a trustee or director employed by the joint venture or consortia at your request s) any legal action brought outside the European Union, the Channel Islands or the Isle of Man t) any wrongful act committed by a trustee, director or employee of a charity, company or other organisation which has merged with the charitable body when the wrongful act giving rise to the claim made occurred prior to the merger u) any: <ul style="list-style-type: none"> i. personal guarantee or assurance you give to anyone (other than your assurance that you have authority to do something), or ii. agreement that you shall pay any penalty or fixed sum of money to anyone unless you would still be legally liable even if that guarantee, assurance or agreement did not exist. <ol style="list-style-type: none"> 3. Fines, penalties or punitive, exemplary, aggravated or multiplied damages. 4. Liquidated damages. 5. Indemnity to any trustee or director or their liability for any claim made for loss directly or indirectly arising from: <ul style="list-style-type: none"> a) the consequences of any circumstances known to that trustee or director at the commencement of this cover which may have given rise to a claim made b) that trustee or director receiving any remuneration, profit or advantage to which they were not legally entitled c) any actual dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission of that trustee or director <p>Continued...</p> |

Section 16 Trustees and Directors Indemnity

| WHAT IS COVERED | WHAT IS NOT COVERED |
|-----------------|--|
| | Continued... d) any wrongful act which that trustee or director knew to be a wrongful act or which was committed by that trustee or director in reckless disregard of whether it was a wrongful act or not e) any defamation which that trustee or director knew, or ought to have known was defamatory. 6. Liability where the wrongful act occurred prior to the retroactive date (if applicable) stated on the schedule. 7. Any claim made if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement. |

Special requirement for Trustees and Directors Indemnity

You are required as a condition precedent to **our** liability:

- 1 DATA BACKUP
for **damage to documents** to ensure that electronically held items are backed up within thirty days of original setup or amendment and the backup copies are stored at a different location.

SPECIAL NOTE (not forming part of the policy wording):

1. We provide cover, subject to limitation, for the costs of reinstating electronically held documents following damage. However, we expect you to take reasonable steps to backup the information held, and this special requirement explains the minimum steps we require. The requirement to store backups away from your premises can be met by simply storing an electronic copy of the data on another computer at a separate location sent by disc or email. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

Extensions for Trustees and Directors Indemnity

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|--|
| 1 INVESTIGATION COSTS We will pay all reasonable representation costs which are incurred by the charitable body or any trustee or director for any investigation, constituted hearing, tribunal or proceedings instigated by the Charity Commission or other regulatory body. The most we will pay is £100,000 in any one period of insurance . | Costs covered elsewhere in this policy or by any other policy. |
| 2 SPOUSES We will pay all amounts which the spouse, common law spouse or civil partner of a trustee or director becomes legally liable to pay as damages and costs and expenses solely by reason of the legal status of that spouse, common law spouse or civil partner and that by operation of law such liability is transferred or imputed to that spouse, common law spouse or civil partner, provided that a claim made for such liability upon you would have been covered under this section. | |
| 3 LEGAL REPRESENTATIVES We will pay all amounts which the estate, heirs, legal representatives or assigns of a trustee or director become legally liable to pay as damages and costs and expenses as a result of the death, incompetency, incapacity, bankruptcy or insolvency of the trustee or director provided that a claim made for such liability upon you would have been covered under this section. | |

Extensions for Trustees and Directors Indemnity

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>4 RETIRED AND FORMER TRUSTEES AND DIRECTORS</p> <p>In the event of this section being cancelled by you, we will continue to accept a claim made by you for a period of up to 6 consecutive years from the date of cancellation in respect of all amounts for which a retired trustee or director becomes legally liable to pay for a wrongful act that occurred prior to the date of his or her retirement and provided that the trustee or director retired before the date of cancellation of this section.</p> <p>For the purpose of this extension only, claim made relates to the period of the 6 years extension and not to the period of insurance stated in the policy definition.</p> | <ol style="list-style-type: none"> 1. Any liability of the charitable body. 2. Indemnity provided by any other insurance. |
| <p>5 POLLUTION, CONTAMINATION OR SEEPAGE</p> <p>We will pay all amounts for any claim made which:</p> <ol style="list-style-type: none"> a) a trustee or director becomes legally liable to pay as environmental defence costs arising from any wrongful act b) would be covered under a) above but which the charitable body becomes legally liable or obliged to pay to indemnify the trustee or director for environmental defence costs by reason of any indemnity clause in your governing documents arising from any wrongful act c) the charitable body becomes legally liable to pay as environmental defence costs arising from any wrongful act. <p>This cover does not apply where the charitable body is an unincorporated association and indemnity is claimed under a) above.</p> <p>The most we will pay is £100,000 in any one period of insurance.</p> | <ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Any claim made for loss directly or indirectly arising from pollution, contamination or seepage of any kind, other than to the extent of the environmental defence costs. |
| <p>6 EXTENDED REPORTING PERIOD</p> <p>If we or you cancel (other than for non-payment of premium) or we refuse to offer renewal of this section of the policy and you do not replace the cover by any other similar policy with another insurer then you shall be entitled to an extension of the expiring period of cover provided by this section of:</p> <ol style="list-style-type: none"> a) 30 days or b) 12 months at 50% of the latest annual premium <p>in respect of claims made after the effective date of such cancellation or refusal to renew, provided that:</p> <ol style="list-style-type: none"> i. written notice is given to us within 15 days of the effective date of cancellation or non-renewal of this section ii. payment is made to us within 30 days of the effective date iii. the claim made arises from a wrongful act prior to the date of cancellation or refusal to renew. <p>The offer by us of terms, conditions or limits of indemnity that differ from those of the expiring period of insurance shall not constitute a refusal to renew.</p> | |
| <p>7 EMERGENCY COSTS AND EXPENSES</p> <p>In the event you are unable to contact us to obtain consent to authorise costs and expenses following a claim made, we agree to reimburse you for emergency costs and expenses incurred up to an aggregate inner limit of 10% of the indemnity limit stated in the schedule.</p> | |

Claims settlement for Trustees and Directors Indemnity

LIMITS

Unless otherwise stated, the most **we** will pay for all **claims made** in any one **period of insurance**, including **costs and expenses**, is the indemnity limit shown in the schedule in total to all parties.

Section 17 Fidelity Guarantee

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>We will pay any claim made by the charitable body for any loss of:</p> <ul style="list-style-type: none"> a) money b) negotiable or non-negotiable instruments representing money or property c) any material property d) monetary balances held at a financial institution <p>belonging to the charitable body, or for which the charitable body is legally liable, as a result of a fraudulent or dishonest act.</p> | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Loss as a result of any fraudulent or dishonest act <ul style="list-style-type: none"> a) committed by any partner of the policyholder whether acting alone or in collusion with an employee or with others b) where the fraudulent or dishonest act occurs prior to the retroactive date stated on the schedule c) where the fraudulent or dishonest act shall benefit another part of the charitable body for that part of any loss d) relating to additional expenses or fees in establishing the existence or magnitude of any loss with the exception of any amounts covered under extension 1 of this section e) of any payments or increases in salary, commissions, fees, bonuses, promotions, awards, profit share, pension contribution, or any other employee benefits f) which is committed by an employee who is normally resident outside of the territorial limits g) which cannot be proven to have been committed h) which is evidenced solely by an inventory or profit and loss computation i) where the employee concerned was known to have been involved in a previous fraudulent or dishonest act j) committed by an employee, where any trustee or director who was not in collusion had knowledge of or reasonably believed a fraudulent or dishonest act to have been committed by that employee on any previous occasion k) from a pension, retirement, superannuation, profit share or employee benefit scheme or programme l) of intangible property including but not limited to proprietary information, trade secrets, intellectual property, copyright, patent, trademark or design m) of money which the employee would have been entitled to receive from you but for the fraudulent or dishonest act n) covered elsewhere in this policy or by any other policy. 3. Loss directly or indirectly arising from: <ul style="list-style-type: none"> a) terrorism b) extortion, kidnap, blackmail, ransom or any other form of duress or similar threat except where perpetrated by an employee. 4. Any indirect or consequential loss including but not limited to profit dividends or loss of interest. 5. Any claim made if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement or in the claims settlement provisions for this section. |

Special requirements for Fidelity Guarantee

You are required as a condition precedent to **our** liability to comply with the following best practice requirements:

- 1 At least two written references must be obtained for all new **employees**, to cover a minimum period of two years immediately preceding their employment, and copies or notes of all such references are to be retained.
- 2 All cash book entries or other records of **money**, including cash or any other negotiable instruments representing money or property, are reconciled and balanced at least monthly with a check of receipts and vouchers, independently of **employees** involved in the original transactions.
- 3 All statements of accounts are issued at least monthly and directly to customers independently of **employees** receiving or collecting payment.
- 4 Any transaction with a value of over £5,000 requiring a validation by signature must have at least two manually inserted signatures.
- 5 All fund transfer instructions are segregated so that at least two **employees** are required to issue each fund transfer instruction or any amendment.
- 6 Accounts are audited or independently examined annually.
- 7 All **money** received to be paid into **your** bank accounts within three working days.
- 8 If **you** have any **stock**, a full stock-take must be taken independently of any **employee** normally involved with **stock** control, on a twice yearly basis.
- 9 The payment for goods or services shall involve the authorisation by an **employee** not involved with the commissioning or ordering of those goods or services.

Extensions for Fidelity Guarantee

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|---|---------------------|
| 1 | AUDITORS FEES We will pay all auditors fees that you reasonably incur with our prior consent in formulating the amount of a loss in preparation of a claim made under this section. | |
| 2 | FORMER EMPLOYEES For the purposes of this section, the definition of employee shall also include any former employee within 30 days of termination of their service with the charitable body . | |

Claims settlement for Fidelity Guarantee

LIMITS

The most **we** will pay for all **claims made** in any one **period of insurance** is:

- £5,000 if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss
- the indemnity limit shown in the schedule.

The indemnity limit shall be considered as non-cumulative, and the most **we** will pay in any **period of insurance** is the indemnity limit shown in the schedule, regardless of how many years the policy has been in force.

Any and all **fraudulent or dishonest acts** committed by an **employee** shall be considered as one occurrence or event where that **employee** is involved or implicated.

Section 18 Loss of Reputation

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|--|
| <p>We will pay all public relations expenses reasonably incurred by you with our written consent to restore the charitable body's reputation following adverse publicity anywhere in the world during the period of insurance and resulting from:</p> <ol style="list-style-type: none"> the death, permanent disablement, dismissal, resignation or retirement of a patron, trustee or director, employee or any other person to whom the charitable body is directly associated, where said person is specifically named or is publicly readily identifiable in the adverse publicity any actual or alleged committance of a criminal or dishonest act: <ul style="list-style-type: none"> or any other act which offends public taste by a patron, trustee or director, employee or any other person or entity to whom the charitable body is directly associated, where the charitable body or the associated person or entity is or any other act which offends public taste by any third party to whom the charitable body is associated solely by virtue of the charitable body being by any third party with intent of causing the charitable body or any other person or entity to suffer a loss, and to whom the charitable body is associated solely by virtue of the charitable body being specifically named or is publicly readily identifiable in the adverse publicity any actual or alleged committance of a breach of employment legislation or regulation by a patron, trustee or director, employee or any other person or entity to whom the charitable body is directly associated where the charitable body or the associated person or entity is specifically named or is publicly readily identifiable in the adverse publicity any actual or alleged bodily injury to any person or damage to material property where the charitable body or any directly associated person or entity is specifically named or is publicly readily identifiable as a responsible party in the adverse publicity any unauthorised or malicious access, alteration or intrusion to your computer equipment or systems by a virus or similar mechanism or hacking or denial of service attack. <p>The most we will pay under cover e) is £2,000 for all claims in any one period of insurance.</p> | <ol style="list-style-type: none"> The amount of excess shown in the schedule. Any adverse publicity directly or indirectly arising from: <ol style="list-style-type: none"> printer's errors the consequences of any circumstances known to any trustee or director at the commencement of this cover which may give rise to a claim any goods or products manufactured, sold, supplied, installed, recalled, repaired, altered or maintained by you any third party material contributed to any bulletin board, forum, chat room, web-log, newsgroup, social network or other interactive information service for which you are responsible any unauthorised or malicious access, alteration or intrusion to computer equipment or systems by you or any employee. Any adverse publicity originating, distributed or propagated by the charitable body or any employee. Any public relations expenses where the charitable body refused or failed to provide a rebuttal when such opportunity was offered prior to the publication of any adverse publicity. Any adverse publicity where you have expressly or by implication agreed to the publication taking place. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement or in the claims settlement provisions for this section. |

Special requirement for Loss of Reputation

You are required as a condition precedent to **our** liability to:

- NOTIFICATION

notify **us** with full details within:

 - 7 days of when **you** become aware of any **adverse publicity** which may result in a **claim** under this section, and enclose a copy of the **adverse publicity**
 - 30 days of when **you** become aware of any complaint, objection, criminal action, fraud or other act, error or omission which is likely to result in any **adverse publicity** which may result in a **claim** under this section
 - 7 days of when **you** receive any offer to make amends from the origin, source, distributor or propagator of any **adverse publicity** who published in good faith.

SPECIAL NOTE (not forming part of the policy wording):

- You should take all reasonable steps to investigate any adverse publicity and to mitigate any resulting or further adverse publicity if you become aware of any complaint, objection, criminal action, fraud or other act, error or omission.

Claims settlement for Loss of Reputation

LIMITS

The most **we** will pay for all **claims** in any one **period of insurance** is:

- 50% of the sum insured shown in the schedule if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss
- the sum insured shown in the schedule.

We have a right of recovery against **you** following any damages paid as a result of a successful prosecution for **defamation** which was commenced by **you** against the origin, source, distributor or propagator of any **adverse publicity**.

Section 19 Motor Policy Compensation

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|--|---------|--|
| <p>At your request, in the event of any driver authorised by you:</p> <ul style="list-style-type: none"> • being involved in a motor accident which is their fault, or • having their motor vehicle damaged whilst parked, and <p>where no recovery can be made from any third party, occurring during the period of insurance when they are using their own motor vehicle in a voluntary capacity in respect of your activities, we will pay the amount of:</p> <p>a) any policy contribution paid or required to be paid under the private motor insurance policy by the policyholder</p> <p>b) benefit for the loss or reduction of a policy no claim discount under the private motor insurance policy as follows:</p> | | <p>Fire or windscreen claims.</p> |
| Annual Motor Premium (including IPT) | BENEFIT | |
| Up to £200 | £40 | |
| £201 to £300 | £60 | |
| £301 to £400 | £80 | |
| £401 to £500 | £100 | |
| £501 to £750 | £130 | |
| £751 to £1,000 | £160 | |
| £1,001 to £1,250 | £180 | |
| £1,251 to £1,500 | £200 | |
| £1,501 & over | £230 | |
| subject to the claims settlement terms and limits below. | | |

SPECIAL NOTE (not forming part of the policy wording):

1. It is essential that, if a motor vehicle is being used for charitable activities, the motor insurer covering the motor vehicle should be informed of its use by the motor policyholder.

Claims settlement for Motor Policy Compensation

The authorised driver to provide **us** with:

- the name of the motor policyholder (if different), and
- the motor insurer's claim's reference, and
- a copy of the last motor renewal notice for a **claim** under b) above.

LIMITS

The most **we** will pay:

- the authorised driver or their legal representative for any **claim** for No Claim Discount and policy contribution is the sum insured shown in the schedule
- is £1,000 for any one authorised driver/motor policyholder in any one **period of insurance**.

Section 20 Legal Expenses

SPECIAL NOTES (not forming part of the policy wording):

1. The cover under this section has been arranged by us and DAS Legal Expenses Insurance Company Limited (DAS).
2. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. (Registered number 202106).
3. We are responsible for paying any claims under this section but DAS will deal with any claims matters and correspondence on our behalf.
4. Please take extra care in following the procedures under Employment Compensation Awards cover (insured incident 1.b)).
5. Please also refer to the notes under 'MAKING A CLAIM' at the front of this policy.

WHAT IS COVERED

We will indemnify the **insured person** for any **insured incident** detailed below arising in connection with **your activities** as long as:

- a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limits**; and
- b) the claim is reported to **DAS** as soon as the **insured person** becomes aware of it and within 180 days of the **date of occurrence**; and
- c) any proceedings or investigation will be dealt with by:
 - i. a court or
 - ii. an employment tribunal or employment appeal tribunal or
 - iii. an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised and enforceable through a court or
 - iv. the Equality and Human Rights Commission or Equality Commission for Northern Ireland or
 - v. any body which replaces any of the above or which **DAS** agrees to; and
- d) in civil claims arising from all **insured events** (other than 1a), 1b) or 2) it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **we** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

We will pay **costs and expenses** incurred by a **representative** and Compensation Awards that **DAS** have agreed to.

WHAT IS NOT COVERED

All **insured incidents** do not cover:

- a) **costs and expenses** incurred before the written acceptance of a claim by **DAS**
- b) 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 incidents** 1b) Compensation Awards and 2 a) iii. Legal Defence
- c) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
- d) any claim relating to rights under a franchise or agency agreement entered into by the **insured**
- e) any **insured incident** deliberately or intentionally caused by an **insured person**
- f) a dispute with **us** or **DAS** not otherwise dealt with under Special Condition 7 of this section
- g) any claim relating to a shareholding or partnership share in the **insured** unless such shareholding was acquired under a scheme open to all **employees** of the **insured**, or a substantial number of them of a certain minimum grade other than the directors, trustees or partners of the **insured**
- h) judicial review
- i) any claim where the **insured person** brings legal action resulting from one or more incidents arising at the same time, or from the same originating cause, which could result in the court making a Group Litigation Order
- j) any legal action an **insured person** takes which **DAS**, or the **representative**, have not agreed to or where the **insured person** does anything that hinders **DAS** or the **representative**
- k) when either at the commencement of, or during the course of a claim notified under this section, the **insured** is bankrupt, or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement, or is in liquidation, or part or all of its affairs or property are in the care or control of a receiver or administrator. This exclusion applies to all **insured incidents** other than 1a) Employment Practices Legal Protection and 1b) Compensation Awards and 2 Legal Defence.

Section 20 Legal Expenses

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-------------------|---|---|
| INSURED INCIDENT: | | The following are not covered in respect of the insured incident against which they appear: |
| 1 | EMPLOYMENT PRACTICES LEGAL PROTECTION, COMPENSATION AWARDS AND SERVICE OCCUPANCY | |
| a) | <p>EMPLOYMENT PRACTICES LEGAL PROTECTION</p> <p>i. DAS will defend the insured's legal rights:</p> <ol style="list-style-type: none"> following a demand for monetary compensation by a prospective employee, employee or ex-employee, or following any request for reinstatement by an employee or ex-employee, or in legal proceedings in respect of any dispute with: <ol style="list-style-type: none"> an employee, or ex-employee, or a trade union acting on behalf of an employee or ex-employee, which arises out of, or relates to, a contract of employment with the insured; or an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation or civil rights in relation to their work or application to work as an employee of the insured <p>ii. At the insured's request DAS will defend the insured person's (other than the insured's) legal rights if</p> <ol style="list-style-type: none"> an event arising from their work for the insured leads to civil action being taken against the insured person under legislation for unlawful discrimination or civil action other than arbitration proceedings is taken against them as the trustee of a pension fund set up for the benefit of the insured's employees. | <ol style="list-style-type: none"> Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section. Employee internal disciplinary or grievance procedures. Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section. Any claim: <ol style="list-style-type: none"> in respect of damages for personal injury or loss or damage to property arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 arising from the insured's failure to implement Employment Risk Management requirements specified by DAS. <p>If a claim is made under insured event 1a) exclusions 1. and 3. above will not be enforced if the insured can provide written evidence of continuous and equivalent employment legal expenses insurance prior to inception of this section.</p> |
| b) | <p>COMPENSATION AWARDS</p> <p>Where DAS have accepted a claim under insured incident 1.a) we will pay:</p> <ol style="list-style-type: none"> any basic and compensatory award; and/or an order for compensation (including compensation for injury to feelings) awarded by an employment tribunal following: <ol style="list-style-type: none"> a breach of the insured's statutory duties under employment legislation a breach of legislation for unlawful discrimination by an insured person (other than the insured) or damages ordered by a court or any sum of money in settlement of a dispute <p>provided that:</p> <ol style="list-style-type: none"> for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the insured has sought and followed advice from DAS Claims Department prior to serving notice of redundancy. the compensation award is awarded by a court or tribunal under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by DAS. the insured will be responsible for 10% of all compensation awards payable under this section subject to a minimum of £1,000 in respect of each and every claim. the most we will pay for all Compensation Awards shall not exceed £1,000,000 in total in any one period of insurance. | <p>Any:</p> <ol style="list-style-type: none"> compensation award relating to the following: <ol style="list-style-type: none"> trade union activities, trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Work Councils; health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; civil claims against or statutory rights in relation to trustees of occupational pension schemes; statutory rights in relation to Sunday shop and betting work. non-payment of money due under the relevant contract of employment or statutory provision relating thereto award ordered because the insured has failed to provide relevant records to employees under the National Minimum Wage laws any compensation award or increase in compensation award ordered by a court, or tribunal for failure to comply with a recommendation or order it has made, including non-compliance with a reinstatement or re-engagement order. |
| c) | <p>SERVICE OCCUPANCY</p> <p>DAS will negotiate for the insured's legal rights against an employee or ex-employee to recover possession of premises owned by the insured, or for which the insured is responsible.</p> | Any claim relating to defending the insured's legal rights other than defending a counter-claim. |

Section 20 Legal Expenses

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>2 LEGAL DEFENCE</p> <p>At the insured's request:</p> <p>a) DAS will defend the insured person's legal rights:</p> <ol style="list-style-type: none"> i. prior to the issue of legal proceedings when dealing with the <ul style="list-style-type: none"> – Police – 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; or ii. following an event which leads to the insured person being prosecuted in a court of criminal jurisdiction; or iii. if civil action is taken against the insured person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the insured person under section 13 of the Data Protection Act 1998. <p>b) DAS will defend the insured's legal rights following civil action taken against the insured for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the period of insurance.</p> <p>c) DAS will represent the insured person:</p> <ol style="list-style-type: none"> i. throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an insured person ii. throughout a formal investigation or disciplinary hearing by any other relevant authority noted by endorsement to this policy iii. in appealing against the imposition of terms of any Statutory Notice issued under legislation affecting your activities. <p>d) DAS will represent the insured in appealing against the refusal of the Information Commissioner to register the insured's application for registration.</p> <p>e) We will pay the attendance expenses of an insured person for jury service</p> <p>provided that:</p> <ol style="list-style-type: none"> A. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the territorial limits shall be any place where the Act applies B. at the time of the insured incident, the insured has registered with the Information Commissioner in respect of insured incident 2 a) iii and 2 d) | <p>Any claim:</p> <ol style="list-style-type: none"> a) relating to a statutory licence b) arising from parking offences. |
| <p>3 STATUTORY LICENCE PROTECTION</p> <p>DAS will represent the insured in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel the insured's licence, mandatory registration or British Standard Certificate of Registration.</p> | <ol style="list-style-type: none"> 1. An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration. 2. Any licence appeal relating to the ownership, driving or use of a motor vehicle. |

Section 20 Legal Expenses

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>4 CONTRACT DISPUTES</p> <p>DAS will negotiate for the insured's legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by, or on behalf of, the insured for the purchase, hire, sale or provision of goods or services</p> <p>provided that:</p> <p>A. the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, the insured will be responsible for the first £500 of legal costs in each and every claim</p> <p>B. if the dispute relates to money owed to the insured, a claim under this section is made within 90 days of the money becoming due and payable.</p> | <ol style="list-style-type: none"> 1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the date of occurrence is within the first 90 days of the indemnity provided by this section. 2. Any claim relating to the following: <ol style="list-style-type: none"> a) the settlement payable under an insurance policy b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement c) a loan, mortgage, pension, investment, borrowing or any other financial product d) a motor vehicle owned by, or hired by, or leased to, the insured other than agreements relating to the sale of motor vehicles where the insured is engaged in the business of selling motor vehicles. 3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the insured. 4. A dispute which arises out of the: <ol style="list-style-type: none"> a) sale or provision of computer hardware, software, systems or services; or 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. |
| <p>5 DEBT RECOVERY</p> <p>DAS will negotiate for the insured's legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services</p> <p>provided that:</p> <p>A. the debt exceeds £250</p> <p>B. the claim is made within 90 days of the money becoming due and payable</p> <p>C. DAS has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are or will be sufficient assets available to satisfy judgement.</p> | <ol style="list-style-type: none"> 1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section. 2. Any claim relating to the following: <ol style="list-style-type: none"> a) the settlement payable under an insurance policy b) a lease, licence or tenancy of land or buildings c) a loan, mortgage, pension, investment, borrowing or any other financial product d) a motor vehicle owned by or hired by or leased to the insured other than agreements relating to the sale of motor vehicles where the insured is engaged in the business of selling motor vehicles. 3. A dispute which arises out of the purchase, 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. |
| <p>6 PROPERTY PROTECTION</p> <p>DAS will negotiate for the insured's legal rights in any civil action relating to material property which is owned by, or the responsibility of the insured, following:</p> <ol style="list-style-type: none"> a) any event which causes physical damage to such material property; or b) any nuisance or trespass. | <p>Any claim relating to:</p> <ol style="list-style-type: none"> a) a contract entered into by the insured b) goods in transit or goods lent or hired out c) goods at premises other than those occupied by the insured unless the goods are at such premises for the purpose of installations or use in work to be carried out by the insured d) mining subsidence e) defending the insured's legal rights other than in defending a counter-claim f) a motor vehicle owned by, or used by, or hired by or leased to, an insured person other than damage to motor vehicles where the insured is engaged in the business of selling motor vehicles. |

Section 20 Legal Expenses

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|-----------------|--|--|
| 7 | <p>BODILY INJURY</p> <p>At the insured's request, DAS will negotiate for an insured person's and their family members' legal rights following an event which causes the death of, or bodily injury to them.</p> | <p>Any claim relating to:</p> <ul style="list-style-type: none"> a) any illness or bodily injury, which develops gradually or is not caused by a specific or sudden accident b) defending an insured person's and their family members' legal rights other than in defending a counter-claim c) a motor vehicle owned by, or used by, or hired by or leased to an insured person or their family members. |
| 8 | <p>TAX PROTECTION</p> <ul style="list-style-type: none"> a) Full or Aspect or Charity Commission Enquiries DAS will negotiate on behalf of the insured and at the request of the insured the directors, trustees and partners of the insured in respect of a full enquiry and/or aspect enquiry and represent them in any subsequent appeal proceedings and/or an investigation carried out by the Charity Commission into the insured's business accounts b) Tax Intervention Enquiries DAS will negotiate on behalf of the insured and represent them in any dealings with HM Revenue & Customs in respect of a tax intervention enquiry c) Employers' Compliance DAS will negotiate on behalf of the insured and represent them in any appeal proceedings in respect of a dispute concerning the insured's compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs d) VAT Disputes DAS will negotiate on behalf of the insured and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due <p>provided that:</p> <ul style="list-style-type: none"> A. for all insured incidents, the insured has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed B. we will not pay more than £2,000 for aspect enquiries or tax intervention enquiries. | |

Claims Settlement for Legal Expenses

LIMITS

Unless otherwise stated, the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the indemnity limit shown in the policy schedule.

Special conditions for Legal Expenses

- 1 An **insured person** must:
 - a) keep to the terms and conditions of this section and of the policy
 - b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible
 - d) try to prevent anything happening that may cause a claim
 - e) send everything **DAS** ask for, in writing
 - f) give **DAS** full and truthful details of any claim as soon as possible and give **DAS** any information they need.
- 2
 - a) **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time. **DAS** can negotiate any claim on behalf of an **insured person**.
 - b) **DAS** will choose the **representative** to represent an **insured person** in any proceedings where **we** may be liable to pay a compensation award. In all other cases an **insured person** is free to choose a **representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - ii. there is a conflict of interest.
 - c) Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint a **representative**.
 - d) A **representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **representative** must co-operate fully with **DAS** at all times.
 - e) **DAS** will have direct contact with the **representative**.
 - f) An **insured person** must co-operate fully with **DAS** and with the **representative** and must keep **DAS** up-to-date with the progress of the claim.
 - g) An **insured person** must give the **representative** any instructions that **DAS** require.
- 3
 - a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
 - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
 - c) **We** may decide to pay the **insured person** a reasonable sum of money, subject to the maximum sum recoverable at law in settlement of damages, that the **insured person** is claiming, or is being claimed against them, instead of starting or continuing legal proceedings.
- 4
 - a) If **DAS** ask, an **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.
 - b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
- 5 If a **representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses a **representative** without good reason, the cover **we** provide will end at once, unless **DAS** agree to appoint another **representative**.
- 6 If an **insured person** settles a claim, or withdraws their claim, without the agreement of **DAS**, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- 7 If there is a disagreement about the way **DAS** handle a claim that is not resolved through **our** complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing.

Failing this **DAS** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person.

All costs of resolving the matter must be paid by the party whose argument is rejected.

If a decision is not clearly made against either party the arbitrator will decide how the costs are shared.
- 8 **DAS** may, at their discretion, require the **insured** to obtain an opinion from counsel, at the **insured's** expense, as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
- 9 All Acts of Parliament within the section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be, and any subsequent amendment or replacement legislation.
- 10 This section will be governed by English law.

General Exclusions

(Applicable to the whole policy except where varied under the Legal Expenses section or otherwise stated)

This policy does not cover:

1 RADIOACTIVE CONTAMINATION

any expense, consequential loss, legal liability or **damage** to any property directly or indirectly arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

This exclusion does not apply to any cover for:

- Employers Liability except in respect of liability of any principal and liability assumed by agreement
- Personal Accident.

2 WAR RISKS

any contingency, liability or **damage** occasioned by or happening through war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power or martial law.

This exclusion does not apply to any cover for Employers Liability.

3 SONIC BANGS

damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4 CONFISCATION

damage caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

5 TERRORISM

any **claim** directly or indirectly caused by resulting from or in connection with **terrorism** regardless of any other contributory cause. This insurance also excludes any **claim** directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **terrorism**.

If **we** allege that by reason of this exclusion any **claim** is not covered by this policy the burden of proving the contrary shall be upon **you**.

This exclusion does not apply to any cover for:

Personal Accident, Employers Liability, Public and Products Liability and Legal Expenses.

6 POLLUTION OR CONTAMINATION

- a) in respect of any cover for **your** insured property of any description, including electronic data, Business Interruption or Book Debts

pollution or contamination except (unless otherwise excluded) **damage** caused by:

- i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures
- ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures which itself results from pollution or contamination.

- b) in respect of any cover for liability to third parties

liability arising from 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 shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

- i. all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
- ii. all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.

7 INDIRECT LOSS

any indirect losses which result from the event that caused **you** to make a **claim**, except as specifically provided for under this policy.

This exclusion does not apply to any cover for:

- Personal Accident, Employers Liability, Public and Products Liability, Professional Indemnity, Property Owners Liability, Loss of Licence,
- Trustees and Directors Indemnity or Legal Expenses.

8 MORE SPECIFIC INSURANCE

property more specifically insured under another policy.

General Exclusions

This policy does not cover:

9 DATE RELATED COMPUTER FAILURE

any **claim** directly or indirectly arising from the failure or possible failure of any computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software:

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

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

fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation if covered by this policy.

This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability.

10 ELECTRONIC RISKS

a) in respect of any cover for property of any description, including electronic data, Business Interruption or Book Debts

- i. **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 **your** property or not where such **damage** is directly or indirectly
- ii. consequential loss

caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

b) in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability and Trustees and Directors Indemnity

liability arising from **damage** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.

This exclusion does not apply to any cover for Employers Liability.

11 ASBESTOS

in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability, Trustees and Directors Indemnity and Hirers Liability

liability arising directly or indirectly from:

a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.

However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your activities** or any contract work undertaken and:

- i. **you** have complied with any legal obligations to manage **asbestos** and
- ii. any discovery of **asbestos** by **you** is unintentional and accidental and
- iii. where, upon discovery of **asbestos**, all work immediately stops and
- iv. a HSE licensed **asbestos** removal contractor is employed:
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by your policies and which do not exclude the work to be carried out

b) fears of the consequences of exposure to, or inhalation of **asbestos**.

This exclusion does not apply to any cover for Employers Liability.

12 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against **you**, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation, except as provided by the standard endorsement to this policy.

This exclusion does not apply to any cover for Legal Expenses.

General Conditions

(Applicable to the whole policy except where varied under the Legal Expenses section or otherwise stated)

NOTE – Reference to **claim** in these General Conditions is deemed also to refer to **claim made**.

1 CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms of this policy relating to anything to be done or complied with by **you** shall be conditions precedent to **our** liability to make any payment under this policy.

2 COOLING-OFF AND CANCELLATION (PRIVATE CUSTOMERS ONLY)

If **you** are an individual person and any part of the insurance by this policy has been requested by **you** for purposes which are outside **your** trade, business or profession then the following cooling-off and cancellation conditions apply.

Your right to cancel in the cooling-off period:

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel the policy. In such circumstances **we** will make a full refund of premium.

Your right to cancel after the cooling-off period:

- If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium.
- **You** can cancel the policy providing **you** give **us** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any **claim** settlement.

Our right to cancel:

- **We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by special delivery to **your** last known address.
- If **we** cancel the policy **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.
- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by **us** in writing.

3 CANCELLATION (OTHER THAN IN GENERAL CONDITION 2 ABOVE)

Your right to cancel:

- **You** can cancel this policy providing **you** give **us** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any **claim** settlement.

Our right to cancel:

- **We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by special delivery to **your** last known address.
- If **we** cancel the policy **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.
- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by **us** in writing.

General Conditions

4 CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making A Claim. For a legal expenses claim, refer to the special conditions under the Legal Expenses section.

When **you** become aware of a possible **claim** under this policy **you** shall (at **your** expense):

- notify **us** immediately
- immediately tell the police if **damage** is caused by theft, attempted theft, malicious acts, riot or civil commotion
- take all practical steps to recover any property lost or to minimise the **damage**
- within 30 days (7 days in the case of **damage** by riot, civil commotion, strikers, labour disturbances and malicious persons) advise **us** in writing giving full details, and complete **our** appropriate claim form
- in respect of any **claim** for Business Interruption, submit to **us** within 30 days after the expiry of the **indemnity period**, or within such further time as **we** may in writing allow, a statement setting out particulars of the **claim** together with details of all other insurances covering any part of the **damage** or resulting business interruption
- give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
- send to **us**, unanswered, every writ, summons or other communication immediately it is received
- send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
- if **we** require, provide to **us** a statutory declaration of the truth of the **claim**.

When **you** become aware of a possible **claim** under this policy **you** shall not:

- admit, deny, negotiate or settle a **claim** without **our** written consent
- abandon any property to **us**.

5 CLAIMS PROCEDURE (OUR RIGHTS)

For a legal expenses claim, refer to the special conditions under the Legal Expenses section.

If **you** make a **claim** under this policy **we** have the right:

- to enter any building where **damage** has occurred and take, and keep, possession of any property covered by this policy
- to the salvage of any property covered by this policy
- at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- to settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- to arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover.

6 CLAIMS SETTLEMENT

Where more than one **excess** applies to any one **claim** only the highest **excess** will be deducted from the amount of settlement.

7 SUBROGATION

Before or after **we** settle any **claim** under this policy **you** shall, at **our** request and at **our** expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
 - obtain relief or indemnity from
- other parties, to which **we** would be entitled after settlement of that **claim**.

8 OTHER INSURANCE

- If at the time of a **claim** there is any other insurance covering anything insured by this policy, other than in respect of insurances for legal liabilities, Money or Personal Accident, **we** will only pay **our** proportionate share.
- In respect of any covers, including their respective extensions and endorsements, for legal liabilities or Money (but not Personal Accident or Personal Accident Assault) **we** will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this policy.
- In respect of any covers, including their respective extensions and endorsements, for Personal Accident or Personal Accident Assault, irrespective of the number of policies issued by **us**, **we** will not pay benefits for the same insured person under more than one policy for any one occurrence. The policy or section that provides the greatest benefit will apply.
- If any other insurance is subject to any condition of underinsurance (average) the appropriate cover under this policy will be subject to the same condition of underinsurance (average) if it is not already included.

9 FRAUD

If **you** or anyone acting for **you** makes a **claim** under this policy knowing the **claim** to be false in any respect:

- **we** will not pay the **claim**; and
- all cover under this policy ceases; and
- **we** will not return any premium paid.

General Conditions

10 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

This policy will be voidable if there is any misrepresentation, misdescription or non-disclosure of any material fact or detail.

11 REASONABLE CARE

At all times **you** must take all reasonable steps to:

- prevent or minimise **damage** or **bodily injury**
- protect the property covered under this policy
- maintain the property covered under this policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of **employees**
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this policy immediately they are identified.

12 ALTERATION OF RISK

You must tell **us** immediately:

- **you** become aware of any changes in circumstances which increase the risk of **damage**, accident or liability, such as:
 - a) structural alterations or major repairs
 - b) any demolition, groundwork, excavation or construction being carried out adjacent to the **premises**
 - c) changes in **your activities**, the **premises** or its use
- the **buildings** become **unoccupied**
- **your** interest ceases, except by will or operation of law
- an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement.

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

13 ARBITRATION

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

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

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

14 NO CLAIMS DISCOUNT

If the premium by this policy is subject to a No Claims Discount and no **claim** is made or pending during the twelve months immediately preceding the renewal of the policy, then a No Claims Discount will be allowed from the renewal premium.

15 INDEX-LINKING

If any property damage section of this policy is subject to index-linking then:

- the sum(s) insured by that section as shown in the schedule will be adjusted automatically to reflect general changes in rebuilding costs and inflation trends
- the renewal premium will be calculated on revised sums insured that include previous index-linking increases
- in the event of a **claim** the adjustments will continue during the period of repair or **reinstatement** provided such repair or **reinstatement** is carried out without delay.

Standard Endorsement

The following endorsement is standard for all policies but is only effective where the stated sections or extensions are operative. Subject otherwise to the terms, exceptions and conditions of the policy.

CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ENDORSEMENT

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|--|
| <p>If section(s) or extension(s) for:</p> <ul style="list-style-type: none"> Employers Liability and/or Public and Products Liability and/or Property Owners Liability and/or Trustees and Directors Indemnity <p>are operative under this policy we will pay all amounts which you become legally liable to pay overall for legal costs and expenses incurred with our prior consent in the defence of any criminal proceedings, or an appeal against conviction, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of your activities during the period of insurance.</p> | <ol style="list-style-type: none"> Fines or penalties of any kind. Costs of any remedial or publicity orders, or steps to be taken by such orders. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> you your managerial employees while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission. Legal costs and expenses: <ol style="list-style-type: none"> where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover where indemnity is otherwise provided by any other policy, insurer or from any other source. We will not pay any claim when you have failed to comply with the special requirements for this endorsement and such failure caused or worsened the liability. |

Special requirements for Corporate Manslaughter and Corporate Homicide Endorsement

You must as a condition precedent to **our** liability:

- obtain **our** written consent prior to the appointment of any solicitor or counsel to act for **you**
- notify **us** immediately about any summons or other process served upon **you** which may give rise to a **claim** under this extension
- not commence an appeal without **our** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

Claims settlement for Corporate Manslaughter and Corporate Homicide Endorsement

The most **we** will pay is £1,000,000 for all **claims**:

- under this extension in any **period of insurance**
- in total for all policies issued by **us** to **you** where the **claim** relates to the same prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007.

This limitation forms part of and is not in addition to the indemnity limits stated in the schedule or the policy for each of the sections or extensions to which this extension applies.

Endorsements

The following endorsements and any supplementary endorsements are operative only if the number shown against them appears in the schedule. Each endorsement is subject otherwise to the terms, exceptions and conditions of the policy.

1 INTRUDER ALARM - SPECIAL REQUIREMENTS

You have provided details to **us** of an intruder alarm system within the **buildings at your premises**.

You must, as a condition precedent to **our** liability under any operative Buildings, Contents or Money section(s) of the policy for **damage** caused by theft or attempted theft from the **buildings**, ensure that **you** comply with the following special requirements:

- the intruder alarm is put into full and proper operation whenever the alarmed portion of the **premises** is left unattended
- the alarm system is maintained under contract with an alarm company
- you** obtain **our** prior approval of any alteration to the alarm system as described in the installer's specification
- you** immediately inform both the alarm company and **us** in the event of notification by the police authorities of the withdrawal or possible withdrawal of police response to alarm calls
- you** keep a register of authorised persons holding keys and information of pass-codes.

We will not pay any **claim** if **you** failed to comply with any special requirement above and such failure caused, or increased the amount of, the loss.

2 EXCLUSION OF MALICIOUS DAMAGE (BUILDINGS AND CONTENTS)

Event 7 of sections 1 and 2 is not covered.

3 EXCLUSION OF THEFT (BUILDINGS, CONTENTS AND ALL RISKS)

Event 4 of sections 1 and 2 is not covered.

Under section 3, **damage** by theft or attempted theft from the **buildings** is not covered.

Endorsements

- 4 EXCLUSION OF STORM OR FLOOD (BUILDINGS AND CONTENTS)
Event 8 of sections 1 and 2 is not covered.
- 5 RESTRICTION OF THEFT COVER FROM PREMISES (ALL RISKS)
Under section 3, **we** do not cover **damage** by theft, or any attempted theft, not involving entry to or exit from the **buildings** by forcible and violent means.
- 6 PRODUCTS LIABILITY EXCLUSION
Under section 8, **we** do not cover any liability caused by or arising from **products** other than:
 - food or drink sold or supplied by **you** for consumption on the **premises**
 - free literature supplied by **you**
 in connection with **your activities**.
- 8 MANUAL WORK AWAY EXTENSION (PUBLIC LIABILITY)
Section 8 extends to cover liability arising from manual work, not involving the application of heat, undertaken away from the **premises** within the **territorial limits** in connection with **your activities** and as declared to **us** and accepted by **us** in writing.
- 9 RESTRICTION OF COVER – PROFESSIONAL SERVICES ONLY (PROFESSIONAL INDEMNITY)
All cover under section 9 is inoperative other than for legal liability arising from any actual or alleged negligent act, negligent error or negligent omission committed or attempted in the provision of a **professional service** by **you** or any **employee** in the conduct of **your activities** resulting in a civil liability.
- 19 RESTRICTION OF COVER – FIRE RISKS AND AIRCRAFT ONLY (BUILDINGS AND CONTENTS)
Cover under sections 1 and 2 is inoperative except for:
 - events 1 (fire, subterranean fire, explosion, lightning or earthquake), 2 (Smoke) and 3 (aircraft or other aerial devices) of sections 1 and 2, and
 - the Transfer of Interest, Additional Fees and Costs, Damage to Grounds and Clearing of Drains extensions under section 1.
- 21 EXCLUSION OF GLASS (CONTENTS)
Extension 1 of section 2 is inoperative except for breakage of fixed sanitary fittings or fixed signs.
- 34 GLASS AND SANITARY FITTINGS (BUILDINGS)
Applicable only where section 2 (Contents) is inoperative.
The following extension is added to section 1 (Buildings):

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|--|
| <p>We will pay for breakage of:</p> <ul style="list-style-type: none"> • fixed glass • sanitary fittings • lamps or signs • fixed glass that forms part of multiple glazed units forming part of the buildings that is not otherwise covered by an operative event under section 1 including the: <ol style="list-style-type: none"> a) cost of necessary boarding up pending the replacement of any fixed glass which is the subject of a valid claim under this extension b) repair of frames or framework caused by such breakage c) cost of replacing any lettering, ornamentation or intruder alarm foil on fixed glass. <p>The most we will pay for any claim:</p> <ul style="list-style-type: none"> • under b) and c) is £5,000 in total • for fixed toughened, armoured, wired, curved, leaded, engraved, stained, coloured or other special glass in total is £5,000 • for breakage of lamps and signs is £5,000 <p>unless otherwise agreed by us in writing.</p> | <ol style="list-style-type: none"> 1. The amount of excess for buildings shown in the schedule. 2. Breakage caused: <ol style="list-style-type: none"> a) by repairs or alterations to the buildings b) while the buildings are unoccupied c) to property which was in any way defective at the time cover was effected d) to bulbs or tubes in lamps or signs when there is no other damage to the lamp or sign. |

- 41 EXCLUSION OF THEFT FROM UNATTENDED VEHICLES (ALL RISKS)
Under section 3 **we** do not cover **damage** caused by or resulting from theft from any unattended motor vehicle.

Endorsements

44 SUBSIDENCE, HEAVE OR LANDSLIP (BUILDINGS AND CONTENTS)

The following event is added to sections 1 and/or 2 if operative:

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|---|
| <p>We will pay for damage to:</p> <ul style="list-style-type: none"> • buildings under section 1, and • contents, electronic equipment and stock within the buildings (if section 2 is operative) caused by subsidence or heave of the site on which the buildings stand or landslip. | <ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Damage that originated prior to the inception of this cover. 3. Damage caused by or resulting from: <ol style="list-style-type: none"> a) coastal or riverbank erosion b) the compaction of infill within 10 years of construction of the buildings c) settlement d) normal shrinkage or expansion e) faulty workmanship or design or the use of defective materials f) demolition, structural alteration or structural repair of any property at the premises g) ground works or excavation at the premises. 4. Damage due solely to change in the water table level. 5. Damage to drives, car parks, paths, paved or hard-standing areas, swimming pools, walls, gates, fences, tanks, drains, pipes, cables, ducting, fittings, plant, equipment or any other immovable structures external to the buildings, unless the buildings are damaged by the same cause at the same time. 6. Damage to artificial playing surfaces. |

46 LONG TERM UNDERTAKING (3 YEARS) or LONG TERM UNDERTAKING (5 YEARS)

or A discount has been allowed off the net premium on this policy. For this discount **you** agree to offer annually for:

- 884 • three years, if endorsement 46
- five years, if endorsement 884

is shown on the schedule, the insurance under this policy on the terms and conditions in force at the expiry of each **period of insurance**.

You also agree to pay the premium annually in advance or, with our agreement, by instalments.

It is understood that:

- a) **we** shall be under no obligation to accept an offer to renew this policy made in accordance with this undertaking
- b) the sums insured may be reduced at any time to correspond with any reduction in value or activity.

This undertaking applies to any policy(ies) that **we** may issue in place of this policy and the same discount will be allowed off the net premium on the replacement policy(ies).

Payment of the premium at the renewal date immediately following the expiry of the current undertaking, as specified in the schedule, shall be deemed acceptance by **you** of:

- the continuation of the undertaking for a further three, or five years, in line with the original undertaking
- this undertaking and the policy terms.

SPECIAL NOTES (not forming part of the policy wording):

1. This undertaking is a legally binding contract between you and us.
2. If you break the undertaking we are at least entitled to recover from you the total amount of discount allowed for the period of the undertaking up to the date it is broken.
3. If we make any changes to the terms and conditions that are to your benefit then the undertaking is unaffected.
4. If we make any changes to the terms and conditions otherwise than in 3. above then you are no longer required to renew the policy(ies) with us.
5. If there is a material change in the risk that requires a change in the terms and conditions before the undertaking expires then from the date of the change either a new undertaking or the existing undertaking will be (re)negotiated and agreed.
6. If you discuss this insurance with a new intermediary or any other insurer before the undertaking expires then you must tell them about its existence.

47 RESTRICTION OF COVER – FIRE, AIRCRAFT, IMPACT, STORM AND FLOOD ONLY (BUILDINGS AND CONTENTS)

Cover under sections 1 and 2 is inoperative except for:

- **damage** caused by events 1 (fire, subterranean fire, explosion, lightning or earthquake), 2 (Smoke), 3 (aircraft or other aerial devices), 5 (impact) or 8 (storm or flood)
- the Transfer of Interest, Additional Fees and Costs, Damage to Grounds, and Clearing of Drains extensions under section 1.

Endorsements

49 DAY ONE - NON-ADJUSTABLE (BUILDINGS)

You have stated to **us** in writing the **declared value** of the **buildings**, as shown on the schedule, and the premium under section 1 has been calculated accordingly.

At the inception of each **period of insurance**, **you** must notify **us** of the **declared value** of the **buildings** insured.

In the absence of such declaration **we** will index-link the last amount declared by **you** and the resulting amount shall be taken as the **declared value** for the ensuing **period of insurance**.

In view of the above the following amendments apply to the claims settlement provisions under section 1 (Buildings):

The underinsurance provisions are deleted and replaced with the following:

UNDERINSURANCE

- when **reinstatement** applies:
 - if at the time of the **damage**, the **declared value** by the item in the schedule covering the **buildings** affected is less than the cost of **reinstatement** of all the **buildings** to which that **declared value** relates at the inception of the **period of insurance**, then the amount **we** will pay will be reduced in the same proportion that the said **declared value** bears to the said cost of **reinstatement**.
- when **reinstatement** does not apply:
 - if at the time of the **damage**, the **declared value** by the item in the schedule covering the **buildings** affected is less than the total cost of rebuilding all the **buildings** to which that **declared value** relates at the inception of the **period of insurance**, then the amount **we** will pay will be reduced in the same proportion that the said **declared value** bears to the said total cost or rebuilding.

In assessing the total cost of rebuilding a deduction will be made for wear and tear and betterment.

62 DECLARATIONS

Prior to each renewal date, **we** may require **you** to complete a declaration of changes to various factors on which **we** base **your** renewal terms. If changes have occurred, or if **you** fail to submit **your** declaration to **us**, **we** may consequently adjust **our** terms for the forthcoming renewal.

67 WORK ABROAD (PUBLIC AND PRODUCTS LIABILITY)

The following extension is added to section 8:

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for liability arising from any work in connection with your activities undertaken outside the territorial limits by any employee, director, partner or member who is normally resident within the territorial limits, provided that such work is in accordance with the details you have declared to us and we have accepted in writing.</p> | <ol style="list-style-type: none"> 1. £250 excess. 2. We do not cover any liability arising: <ol style="list-style-type: none"> a) where any person travelling outside the territorial limits is doing so against Government advice b) in respect of products unless any action for damages is brought in a court of law within the territorial limits. 3. Liability otherwise excluded under section 8. |

501 INTRUDER ALARM SECURITY - SPECIAL REQUIREMENTS (NO MAINTENANCE CONTRACT)

You have provided details to **us** of an intruder alarm system, which has been installed after 15/10/2005, within the **buildings** at **your premises**.

You must, as a condition precedent to **our** liability under any operative Buildings, Contents or Money section(s) of the policy for **damage** caused by theft or attempted theft from the **buildings**, ensure that **you** comply with the following special requirements:

- a) set the alarm system so that it is fully functional whenever **you** leave the **buildings** unattended
- b) keep the alarm system maintained in full working order in accordance with the manufacturer's instructions
- c) obtain **our** prior permission before undertaking changes to the alarm system specification.

We will not pay any **claim** if **you** failed to comply with any special requirement above and such failure caused, or increased the amount of, the loss.

SPECIAL NOTE (not forming part of the policy wording):

1. As from October 2005 the British Standards for intruder alarm systems were replaced by a new European Standards Directive, the interim standard being known as PD6662: 2004. The standard sets out various grades and options dependent upon the level of risk hazard, e.g. Grade 1 is low risk whereas Grade 3 is medium to high risk. The grading system is fairly complex but your alarm installer should have made it clear in the specification provided for your system exactly to which level the system has been installed. If in doubt you should seek their advice.

Endorsements

504 INTRUDER ALARM SECURITY - SPECIAL REQUIREMENTS (WITH MAINTENANCE CONTRACT)

You have provided details to **us** of an intruder alarm system, which has been installed after 15/10/2005, within the **buildings at your premises**.

You must, as a condition precedent to **our** liability under any operative Buildings, Contents or Money section(s) of the policy for **damage** caused by theft or attempted theft from the **buildings**, ensure that **you** comply with the following special requirements:

- a) for all grades of alarm system:
 - i. set the alarm system so that it is fully functional whenever **you** leave the **buildings** unattended
 - ii. obtain **our** prior permission before undertaking changes to the alarm system specification.

For the following types of alarm system **you** must additionally:

- a) Grade 1 – with Maintenance Contract
 - i. keep in force a maintenance contract for the system
- b) Grade 2 or 3 conforming to PD6662: 2004
 - i. keep in force a maintenance contract for the system with an NSI or SSAIB approved alarm company
 - ii. keep a register of authorised persons holding keys and information of pass codes
 - iii. immediately inform the alarm company and **us** should the Police withdraw or give notice of withdrawal of response to alarm calls.

We will not pay any **claim** if **you** failed to comply with any special requirement above and such failure caused, or increased the amount of, the loss.

SPECIAL NOTE (not forming part of the policy wording):

1. As from October 2005 the British Standards for intruder alarm systems were replaced by a new European Standards Directive, the interim standard being known as PD6662: 2004. The standard sets out various grades and options dependent upon the level of risk hazard, e.g. Grade 1 is low risk whereas Grade 3 is medium to high risk. The grading system is fairly complex but your alarm installer should have made it clear in the specification provided for your system exactly to which level the system has been installed. If in doubt you should seek their advice.

547 HIRERS' LIABILITY EXTENSION (PUBLIC LIABILITY)

The following extension is added to section 8:

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|--|
| <p>At your request we will indemnify the hirer for all sums which the hirer becomes legally liable to pay as damages and costs and expenses for accidental:</p> <ul style="list-style-type: none"> • bodily injury to any person • damage to the premises or the contents of the premises • damage to other material property not belonging to nor in the custody or control of the hirer <p>occurring during the period of insurance in connection with the hirers' activities and happening at the premises.</p> <p>We will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with our consent.</p> <p>All policy definitions shall apply to the hirer as if they were the policyholder.</p> <p>As far as they can apply, the terms, exceptions and conditions of this policy are otherwise applicable to this extension as if the hirer were the policyholder.</p> | <ol style="list-style-type: none"> 1. £250 excess for each claim for damage to the premises. 2. Liability covered by any other policy or indemnity. 3. Damage to material property: <ul style="list-style-type: none"> a) or any part on which the hirer has carried out any process of repair, alteration, modification or maintenance or where damage results from such work b) belonging to or held in trust by the hirer or borrowed, rented, leased or hired for use by the hirer other than: <ul style="list-style-type: none"> i. personal property (including vehicles and contents) of the hirer's visitors, directors or hirer's employees ii. the premises hired under the agreement. 4. Fines, penalties or punitive, exemplary, aggravated or multiplied damages. 5. Liquidated damages. 6. Any compensation awarded by a court of criminal jurisdiction. 7. Liability directly or indirectly caused by, resulting from or in connection with terrorism. 8. Liability arising from: <ul style="list-style-type: none"> a) bodily injury to any hirer's employee b) bodily injury, or allegations of bodily injury, caused by: <ul style="list-style-type: none"> i. rape ii. molestation or acts of: <ul style="list-style-type: none"> – a physical or psychological sexual nature – sexual gratification iii. physical or psychological: <ul style="list-style-type: none"> – assault – maltreatment – ill-use iv. repeated or continuing contemptuous, intimidating, coarse or insulting words or behaviour <p>Continued...</p> |

Endorsements

547 HIRERS' LIABILITY EXTENSION (PUBLIC LIABILITY) (continued...)

| WHAT IS COVERED | WHAT IS NOT COVERED |
|-----------------|--|
| | <p>Continued...</p> <ul style="list-style-type: none"> c) any activist meetings d) political or lobbying groups or meetings e) any firework and/or bonfire events f) any activity detailed in part 2 Excluded Activities (Public and Products Liability) of the Activities endorsement to this section g) use of the premises by commercial organisations for business activities h) error or omission in the provision of professional services i) treatment of any kind (other than first aid) j) counselling, advice, design, formula or specification whether given for a fee or not k) defamation l) or caused by goods (including their containers, packaging, labelling or instructions) sold, supplied, hired out, constructed, installed, erected, serviced, repaired, altered, processed, treated or otherwise worked upon by or on behalf of the hirer other than: <ul style="list-style-type: none"> i. food or drink supplied by the hirer at the premises in connection with the hirer's activities m) ownership, possession or use by the hirer, or on the hirer's behalf, or any person entitled to cover under this extension, of any: <ul style="list-style-type: none"> i. watercraft (other than hand or foot propelled) and craft designed to travel through air or space ii. mechanically propelled vehicles for which compulsory motor insurance or security is required (other than loading and unloading unless cover is provided by any other policy) n) damage to or the cost incurred by anyone in recalling, replacing, repairing or reinstating goods or in making any refund on the price paid for any goods sold or supplied o) an agreement unless liability would have existed without the agreement. 9. We will not pay any claim where the hirer failed to comply with the special requirement to this extension and such failure caused or worsened the liability. |

Special requirement for Hirers' Liability Extension

- 1 The **hirer** is required as a condition precedent to **our** liability to comply with each and every special requirement to section 8 where the activity is undertaken by the **hirer** unless the activity is specifically excluded from the cover by this endorsement.

Claims settlement for Hirers' Liability Extension

LIMITS

Unless otherwise stated, the most **we** will pay for:

- any **claim**, including **costs and expenses**, under this extension
- any **claim**, including **costs and expenses**, in total if more than one party is entitled to cover for the same occurrence
- for all **claims**, including **costs and expenses**, in any one **period of insurance**
 - a) for food or drink sold or supplied
 - b) pollution or contamination

is the indemnity limit shown in the schedule for Public and Products Liability.

567 WORK ABROAD EXCLUSION

Under sections 7 (Employers Liability) and 8 (Public and Products Liability) **we** do not cover any liability arising directly or indirectly from **your activities** undertaken outside the **territorial limits**.

Endorsements

635 MINIMUM SECURITY REQUIREMENT (CONTENTS)

- a) The provision for an increased **excess** in special requirement 1 (minimum standard of physical security) of the Contents section is deleted.
- b) **You** are required, as a condition precedent to **our** liability under the Contents section, to comply with the minimum standard of physical security required in special requirement 1 (minimum standard of physical security). If **you** fail to comply and such failure caused, or increased the amount of, the loss for **damage** by theft or attempted theft then **we** will not pay for any **claim** arising.

636 DELETION OF MINIMUM SECURITY REQUIREMENT (CONTENTS)

Under the Contents section, special requirement 1 (minimum standard of physical security) is deleted and the only **excess** under event 4 (theft or attempted theft) is the amount shown in the schedule.

637 ALTERNATIVE ACCOMMODATION EXPENSES

The following additional cover option is added to section 5 (Business Interruption):

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>OPTION F - ALTERNATIVE ACCOMMODATION EXPENSES</p> <p>We will pay the amount of alternative accommodation expenses solely for the provision of temporary accommodation for your residents in connection with your activities following damage to property used by you at the premises during the indemnity period that results in residential areas within the buildings being unfit to live in, either partly or fully, due to:</p> <ul style="list-style-type: none"> • an insured event under the Buildings or Contents sections • breakage insured under the Glass and Sanitary Fittings extension <p>provided that liability for the damage is admitted under a policy of insurance covering your interest in the property (this proviso does not apply where no payment is made solely due to the operation of an excess).</p> <p>The most we will pay:</p> <ul style="list-style-type: none"> a) in the first 3 months of the indemnity period will be the stated percentage below of the sum insured shown in the schedule for the appropriate maximum indemnity period as follows: <ul style="list-style-type: none"> • 12 months - 50% • 18 months - 33.3% • 24 months - 25% • 36 months - 17.5% and for each succeeding month of the maximum indemnity period, will be: <ul style="list-style-type: none"> • 12 months - 12% • 18 months - 7% • 24 months - 5% • 36 months - 3%. b) for any claim in total is the sum insured for Alternative Accommodation Expenses shown in the schedule. | <ul style="list-style-type: none"> 1. Costs: <ul style="list-style-type: none"> a) for any period after the charity or business is wound up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued b) due to unnecessary delay on your part in repairing or replacing the property c) otherwise covered by this section. 2. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement. |

Endorsements

638 PERSONAL ACCIDENT – CHARITY COMPENSATION

The following extension is added to section 12 (Personal Accident):

| WHAT IS COVERED | WHAT IS NOT COVERED |
|---|--|
| <p>PERSONAL ACCIDENT CHARITY COMPENSATION</p> <p>If any director or employee while working for you, sustain(s) accidental bodily injury caused by external violent and visible means arising out of and in the course of your activities during the period of insurance, which within 24 months is the sole cause of death or disablement, we will pay compensation to the policyholder based on the level of benefit the injured person is entitled to under the Personal Accident section.</p> <p>The amount of compensation is subject to a valid claim being made under the Personal Accident section and the percentage limits as shown under the Benefits for Personal Accident Charity Compensation.</p> <p>The most we will pay to the policyholder is:</p> <ul style="list-style-type: none"> only one of the benefits 1, 2 or 3 in respect of an injured person for any one accident (the benefit that provides the greatest benefit will apply) £100,000 in any one period of insurance. | <ol style="list-style-type: none"> Accidental bodily injury: <ol style="list-style-type: none"> consisting solely of illness, disease or disorder to any person whose age is under 16 or more than 85 years at the time of the bodily injury sustained outside the territorial limits arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition caused by any director or employee: <ol style="list-style-type: none"> engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life being under the influence of intoxicants or drugs unless under medical supervision being pregnant or giving birth serving in the armed forces resulting from any accident in connection with: <ol style="list-style-type: none"> powered woodworking machinery other than portable hand tools the use of scaffolding, other than tower scaffolding, unless professionally erected tree felling and the lopping and topping of trees, unless such work is within the scope of the ordinary domestic gardener and there is no use of chainsaws. <p>2. Any claim directly or indirectly caused by resulting from or in connection with terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. If we allege that by reason of this exclusion any claim is not covered by this section the burden of proving the contrary shall be upon you.</p> |

Benefits for Personal Accident Charity Compensation:

| | | |
|---|---|---|
| 1 | Death | percentage as detailed below of the death benefit shown in the schedule |
| 2 | Permanent total disablement, being either: |) |
| | a) total and permanent loss of use of one or more entire hands or feet |) |
| | b) total and irrecoverable loss of sight in one or both eyes |) percentage as detailed below of the permanent total |
| | c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing |) disablement benefit shown in the schedule |
| | d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation |) |
| 3 | Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with your activities , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks | percentage as detailed below of the temporary total disablement benefit shown in the schedule |

| | Annual Gross Salary paid by you | % of Benefits 1 and 2 | % of Benefit 3 |
|-----------------------|--|-----------------------|----------------|
| Volunteers | Not applicable | 20% | 10% |
| Directors / Employees | Earning up to £10,000 | 20% | 25% |
| Directors / Employees | £10,001 to £20,000 | 20% | 50% |
| Directors / Employees | £20,001 to £30,000 | 20% | 75% |
| Directors / Employees | Earning over £30,001 | 20% | 100% |

Endorsements

648 TERRORISM COVER

| WHAT IS COVERED | WHAT IS NOT COVERED |
|--|---|
| <p>a) CERTIFICATED ACTS</p> <p>The cover provided by any operative section of the policy insuring damage to your property extends to include damage caused by terrorist activities to property insured insofar and to the extent that it is situated in England, Wales or Scotland, but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987.</p> <p>Any provisions within the policy for any Long Term Undertaking or Agreement do not apply to this extension.</p> <p>If we allege that any damage resulting from terrorist activities is not covered, the burden of proving the contrary shall be upon you.</p> <p>The general exclusions of this policy do not apply to cover for terrorist activities except as detailed under WHAT IS NOT COVERED.</p> | <p>Damage:</p> <p>a) in respect of any property (other than a block of flats) which is insured in the name of a private individual and is occupied by that individual for residential purposes</p> <p>b) caused by riot and civil commotion</p> <p>c) as defined in General Exclusions:</p> <ol style="list-style-type: none"> i. 2 War Risks ii. 5 Terrorism iii. 10 Electronic Risks. |

SPECIAL NOTE (not forming part of the policy wording):

1. The above extension covers your property (and, if insured, subsequent business interruption) against only those terrorist acts which are certified by HM Treasury as an 'Act of Terrorism' i.e. acts committed by or on behalf of organisations attempting to overthrow or influence the government by force or violence. It does not provide cover for all terrorism as defined in the terrorism exclusion applying to the whole policy.

| | |
|--|--|
| <p>b) NON-CERTIFICATED ACTS</p> <p>In the event that</p> <ul style="list-style-type: none"> • HM Treasury refuse to issue a certificate certifying an event or occurrence to have been an 'Act of Terrorism', and • we obtain a written ruling from a validly constituted Tribunal upholding the decision to refuse issue of the said certificate then the insurance provided by this extension of the policy solely in respect of such event or occurrence is amended as follows: • General Exclusion 5 Terrorism shall not apply to damage covered by this extension but only insofar and to the extent that the property insured is situated in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 • cover for terrorist activities shall not apply. <p>If we allege that any damage is not covered by this extension because cover for non-certificated acts does not apply, the burden of proving that such damage is covered shall be upon you.</p> | <ol style="list-style-type: none"> 1. All exclusions stated under: <ol style="list-style-type: none"> a) WHAT IS NOT COVERED under the appropriate operative section of the policy b) the General Exclusions to the policy. 2. Damage directly or indirectly caused by, contributed to, resulting from or arising out of or in connection with biological, chemical or nuclear pollution or contamination. |
|--|--|

Claims settlement for Terrorism Cover extension

LIMITS

The most **we** will pay for any **claim** is:

- the sum insured shown in the schedule for **your damaged** property and **your** business interruption
- as otherwise detailed in the basis of claims settlement for the relevant section.

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