

Your Policy

Clear Wholesale Charity Assured Policy

Underwritten by



Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry. This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

- (1) Contact details for claims and help
- (2) Complaints Procedure
- (3) Important Information
- (4) The Contract of Insurance
- (5) Recognising You
- (6) Policy Definitions
- (7) Sections which comprise your policy
- (8) Policy Conditions
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Contact details for claims

Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

Claims Service – 0800 015 1498

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

Commercial Legal Protection – 0345 300 1899

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand. If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at www.aviva.co.uk/legalprotection.

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time.

Emergency Medical Assistance Service – +44 1243 621066

Our service will provide advice on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses.

In the event of a medical emergency overseas please call **+44 1243 621066**.

For full details of the cover provided under the service, please refer to the Business Travel Section in this policy.

Other Emergency Services Provided Whilst Travelling

Assistance and guidance whilst travelling

- A phone home service if there is an emergency.
- A translation and interpretation service if you need it.
- On stolen or lost passports, driving licenses, air tickets or other travel documents.
- On how to trace luggage with an airline operator if it is delayed or lost.
- On contacting local Embassies or Consulates.
- Information on languages and time zones.
- On transfer of money to you if required.
- On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.
- To relatives or friends or employees if you are hospitalised.

Note: There may be charges for some services and you will have to pay these together with travel costs resulting from the advice you are given.

Contact details for help

Legal and Tax Helpline – 0345 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

Counselling Service Helpline – 0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Website – www.cutredtape.co.uk

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

Advice Before You Travel – +44 (0) 1243 621556

Our Travel Assistance Helpline can be contacted any time day or night and will provide advice and information on

- Visa and entry permits you may need.
- Necessary vaccination and inoculation requirements and where they can be arranged.
- What you should take with you in relation to first aid and health.
- Currencies, travellers cheques and current exchange rates.
- Languages, time zones and details of countries you will be visiting.

In addition, there is a wealth of information available on the Foreign & Commonwealth Office website which provides lots of advice for travelling including briefings for each country. This can be found at the following website address www.fco.gov.uk

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Recognising You

Nobody recognises you like Aviva

Aviva is committed to providing a first-class service. We want you to feel that we recognise you and understand your requirements. As a customer of our Charity product or Charitable and Not For Profit Organisations, you will automatically benefit from a number of additional covers. You'll find more information about them within your policy wording.

Risk Management

By choosing Aviva, you will gain access to the following free risk management resources from Aviva Risk Management Solutions (ARMS).

Online Knowledge Store

Contains over 200 useful risk management fact sheets and templates. Some of the advice available is particularly relevant to you, including our charity and non profit risk management guide. It highlights the main risk considerations for organisations operating in this sector You can access the Knowledge Store by visiting <http://www.aviva.co.uk/yourbusiness/risk-management/>

Preferred Supplier Scheme

We have secured discounts from carefully vetted risk management providers, to help you protect your business. Some of these services are particularly relevant to your sector including electrical inspections of fixed wiring and portable appliances. Aviva insured customers also receive discounts off ARMS training and consultancy services:

Risk Solutions Helpline – 0345 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone:

0800 023 4567 (Calls from UK landlines and mobiles are free) or

0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk. Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Important Information

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

- (1) The law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives
or
- (2) In the case of a business, the law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man where it has its principal place of business
or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and associated documentation are available in large print, audio and Braille. If you require any of these formats, please contact your insurance adviser.

The Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva. In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date. A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If you fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstance in which it occurred.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims', 'Contact details for help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

Buildings

Buildings including landlord's fixtures and fittings outbuildings, extensions and annexes adjoining or communicating with the building to which this item relates and boundary walls, gates and fences and external fixed play equipment at The Premises except where such property is more specifically insured.

Computers

All parts of the electronic data processing installation at The Premises including all ancillary equipment and wiring but excluding computer equipment controlling any manufacturing process.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Data

All information which is

- (1) electronically stored or
- (2) electronically represented or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Defined Contingencies

- (1) Fire
- (2) Lightning
- (3) Explosion
- (4) Aircraft and other aerial devices or articles dropped from them
- (5) Earthquake
- (6) Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) Storm or flood
- (8) Escape of water from any tank, apparatus or pipe
- (9) Falling trees

Policy Definitions

(10) Impact

(11) Escape of fuel from any fixed oil heating installation

(12) Malicious persons other than thieves

(13) Theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but 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 within, between or amongst networks.

Employee

Any person who is

(1) under a contract of service or apprenticeship with You

(2) borrowed by or hired to You

(3) a labour master or supplied by a labour master

(4) employed by labour only sub-contractors

(5) self-employed

(6) under a work experience or training scheme

(7) a voluntary helper

(8) a governor

(9) a trustee

while working under Your control in connection with The Organisation

(10) an outworker or homeworker when engaged in work on Your behalf

Excess/Excesses

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.

The amount(s) to be deducted after the application of any Average condition.

You will repay any such amount paid by Us.

Failure

Any partial or complete reduction in the

(1) performance or

(2) availability or

(3) functionality or

Policy Definitions

- (4) ability to recognise or process any date or time, of any
 - (a) Computer and Electronic Equipment,
 - (b) electronic means of communication,
 - (c) website.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Machinery, Plant and All Other Contents

Machinery, plant and All Other Contents belonging to You or held in trust for which You are responsible, at The Premises excluding

- (1) Landlords' fixtures and fittings
- (2) Stock and Material in Trade
- (3) Property more specially insured.

Money

Current

- (1) coins, bank and currency notes
- (2) postal and money orders, bankers' drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

Stock and Materials in Trade

Stock and Materials in Trade belonging to You or held by You in trust or on commission for which You are responsible, at The Premises.

Tenants Improvements

Tenants alterations, improvements and decorations belonging to You or for which You are responsible, at The Premises.

The Organisation/The Business

Activities directly connected with the organisation specified in The Schedule.

Policy Definitions

The Premises

The premises specified in The Schedule, including yards, compounds or other open spaces, unless excluded by the Exceptions highlighted in Your policy.

The Schedule

The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.

Unattended Vehicle

Any vehicle where neither You nor any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

However, the vehicle will not be regarded as Unattended if You have ensured that

- (a) all doors, windows and other points of access have been locked where locks have been fitted and
- (b) all manufacturers' security devices have been put into effect and
- (c) the keys have been removed and
- (d) unattached trailers have anti-hitching devices fitted and they are put into effect.

Unoccupied

Any building or portion of a building that is

- (1) not physically occupied by You or Your Employees during Your normal working hours and/or
- (2) not used for the purposes of The Organisation and/or
- (3) empty, vacant, disused, untenanted or unfurnished and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition

for a period in excess of 45 consecutive days.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

We/Us/Our/Aviva

Aviva Insurance Limited.

You/Your/The Policyholder

The person, persons, company, companies, charitable incorporated organisation, or unincorporated associations (which shall include a partnership or partnerships) named in The Schedule as The Policyholder.

Where The Policyholder is a charity that is a limited company or a charitable incorporated organisation, We shall indemnify the named limited company or charitable incorporated organisation.

Where The Policyholder is a charity that is an unincorporated association, We shall indemnify the trustees for the time being of that named charity.

Where The Policyholder is a Not for Profit Organisation We shall indemnify The Officers, Committee and Members for the time being of that Not for Profit Organisation.

Asset Protection Property Damage – All Risks

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Damage

Physical loss, destruction or damage.

Property Insured

Property insured as detailed in The Schedule

Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance at The Premises

Basis of Claim Settlement – Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

However in respect of

- (3) second-hand Stock and Materials in Trade which are purchased by You, indemnity will be based on the purchase price or the market value whichever is the lower. If in relation to any claim You have failed to comply with the following, You will lose Your right to indemnity under this Section. You must keep a record of the second-hand Stock and Materials in Trade purchase price, together with invoices and receipts
- (4) second-hand Stock and Materials in Trade which have been donated to You, indemnity will be based on the cost to replace stock at the time of Damage with material of like kind and quality less allowance for physical deterioration, physical depreciation, obsolescence or depletion, and calculated by using books, records and documents We require to assess Your claim

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average. See Condition (1).

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

Asset Protection Property Damage – All Risks

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(1) Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

(2) Fire Extinguishing Appliances

You must maintain all fire extinguishing appliances on The Premises in full working order in accordance with the manufacturer's instructions.

(3) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (b) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for any Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

(4) Change of Occupancy

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied
- (b) any Unoccupied building at The Premises becomes occupied.

(5) Construction heating and Occupation of the Buildings

Unless otherwise stated in The Schedule the buildings are

- (a) constructed of brick, stone, or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) heated by
 - (i) low pressure hot water or steam
 - (ii) oil fired space heaters fed from a fuel tank in the open
 - (iii) overhead gas or electrical appliances

Asset Protection Property Damage – All Risks

(iv) gas or electric fires in offices only

or as expressly varied in accordance with details provided to Us

(d) occupied for the sole purpose of The Organisation and otherwise only as a private dwelling.

(6) Interested Parties - Specified

In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.

(7) Premises Inspection

If in relation to any claim for Damage to the Property Insured by fire You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

(a) examine

(i) any buildings for which You are responsible

(ii) any designated smoking area within The Premises

for any smoking/smouldering materials at least once every 24 hours or at each close of any working day if sooner

(b) extinguish any smoking/smouldering materials found and place them in non-combustible receptacles

(c) remove the contents of such receptacles at the end of the working day or at least once every 24 hours and dispose of safely

(d) comply with all current legislation and or regulation in respect of the management and control of smoking within The Premises.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

(1) Damage to the Property Insured caused by or consisting of

(a) an existing or hidden defect

(b) gradual deterioration or wear and tear

(c) frost or change in the water table level

(d) faulty or defective

(i) design

(ii) materials used in its construction

(e) (i) faulty or defective workmanship

(ii) operating error or omission

by You or any of Your Employees

(f) caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

Asset Protection Property Damage – All Risks

(2) Damage to the Property Insured caused by or consisting of

- (a)
 - (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (vi) mould or fungus
- (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture
 - (v) finish
- (c)
 - (i) nipple or joint leakage
 - (ii) failure of welds
- (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
- (e) the Property Insured's own mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause
- (ii) any subsequent Damage which results from a cause not otherwise excluded.

(3) Damage to the Property Insured caused by pollution or contamination.

However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which results from Defined Contingencies (1) to (12)
- (b) Defined Contingencies (1) to (12) which results from pollution or contamination.

(4) Damage to the Property Insured caused by

- (a) subsidence, ground heave or landslip unless
 - (i) resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipeor
 - (ii) specifically mentioned as insured in The Schedule
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty

Asset Protection Property Damage – All Risks

- (d)
 - (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error
 - (e) theft or attempted theft.
- (5) Damage to any building or structure caused by its own cracking or collapse.
- However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage to
- (a) gates
 - (b) fences
 - (c) moveable property in the open
- by
- (i) wind
 - (ii) rain, hail, sleet or snow
 - (iii) flood
 - (iv) dust

However, We will indemnify You for Damage to such property caused by falling trees and not otherwise excluded.

- (7) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat.
 - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running.
 - (c) resulting from the Property Insured undergoing any process of
 - (i) production or packaging
 - (ii) treatment, testing or commissioning
 - (iii) servicing or repair.
- However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.
- (8) Damage to the Property Insured caused by
- (a) escape of water from any tank, apparatus or pipe
 - (b) malicious persons (other than by fire or explosion) when The Premises are Unoccupied.
- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as insured in The Schedule.

However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.

Asset Protection Property Damage – All Risks

(10) Damage to

- (a) vehicles licensed for road use including accessories on or attached to them
- (b) caravans or trailers
- (c) railway locomotives or rolling stock
- (d) watercraft or aircraft
- (e) property in the course of construction including materials for use in the construction
- (f) land, roads or pavements, piers, jetties, bridges, culverts or excavations
- (g) livestock
- (h) growing crops or trees.

However, We will indemnify You if such property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

(11) Damage

- (a) insured by any marine policy
- (b) which would be insured under any marine policy if this policy did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.

(12) Damage more specifically insured by You or on Your behalf.

(13) any consequential loss or damage.

However, We will indemnify You in respect of rent when this item(s) is specifically mentioned as insured in The Schedule

(14) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) an action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

Asset Protection Property Damage – All Risks

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

(15) (a) Loss of Data

(b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with

(i) Virus or Similar Mechanism

(ii) Denial of Service Attack,

(iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded.

(16) the Excess stated in The Schedule.

Asset Protection Property Damage – Additional Contingencies

The following Underground Services Additional Contingency applies to the Property Damage – All Risks Section, and the following Subsidence Additional Contingency applies to the Property Damage - All Risks Section where stated in The Schedule

Subsidence

We will indemnify You in respect of Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslip.

We will only indemnify You in respect of Damage to

(1) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios

(2) walls, gates, hedges or fences

if

(a) such property is specifically insured by this Section

and

(b) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

(1) Damage caused by

(a) collapse of any building

(b) the normal settlement, shrinking and cracking of any building

(c) coastal or river erosion

(d) defective design or inadequate construction of foundations

(e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise in writing

(f) settlement or movement of made up ground.

(2) Damage as a result of movement of solid floor slabs.

However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

(3) the Excess stated in The Schedule.

Asset Protection Theft

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply

Damage

Physical loss, destruction or damage.

Property Insured

Property insured as detailed in The Schedule.

Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance

- (1) at The Premises
- (2) in respect of buildings at The Premises where You are responsible for the repairs caused by
 - (a) theft or attempted theft involving entry into or exit from The Premises by forcible and violent means
 - (b) theft involving violence or threat of violence to You, Your partners, directors or Employees.

Basis of Claim Settlement – Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

However in respect of

- (3) second-hand Stock and Materials in Trade which are purchased by You, indemnity will be based on the purchase price or the market value whichever is the lower. If in relation to any claim You have failed to comply with the following, You will lose Your right to indemnity under this Section. You must keep a record of the second-hand Stock and Materials in Trade purchase price, together with invoices and receipts.
- (4) second-hand Stock and Materials in Trade which have been donated to You, indemnity will be based on the cost to replace stock at the time of Damage with material of like kind and quality less allowance for physical deterioration, physical depreciation, obsolescence or depletion, and calculated by using books, records and documents We require to assess Your claim

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

Asset Protection Theft

Clauses

The following Clauses apply to this Section in addition to the Property Damage and Theft – Clauses.

Changing Locks

We will indemnify You in respect of the cost of changing locks at The Premises following loss of keys, including safe keys, by theft or attempted theft from

- (1) The Premises
- (2) Your home
- (3) Your directors' homes
- (4) Your authorised Employees' homes

or while in Your custody or that of an Employee following theft involving violence or threat of violence to You or an Employee.

If the keys belong to a safe they must be

- (i) removed from The Premises overnight
- (ii) kept in a secure place away from the safe when You or an Employee occupy The Premises.

Collusion

We will indemnify You in respect of Damage to the Property Insured in The Premises caused by the following

- (a) theft or attempted theft involving entry into or exit from The Premises by forcible and violent means,
or

- (b) theft involving violence or threat of violence to You, Your directors, Your partners or Employees,

where any of Your Employees are involved as principal or accessory.

Self-contained offices

We will indemnify You in respect of Damage to the Property Insured in The Premises caused by theft or attempted theft not involving entry into or exit from by forcible and violent means where such theft is from a self-contained and lockable office space within shared commercial accommodation. The Excess is £500.

Theft of Computers and Audio Visual Equipment

Under this Section, the cover under Machinery extends to include computer hardware and software, audio and visual equipment at The Premises.

The maximum We will pay for any one claim in respect of such items will be the Sum Insured in respect of Machinery and All Other Contents or £100,000 whichever is the lower.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(1) Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

Asset Protection Theft

(2) Protections

If in relation to any claim in respect of Damage caused by theft or attempted theft, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

Whenever The Premises are

- (a) closed for business, or
- (b) left unattended

You must ensure that all security devices provided to protect The Premises are properly fitted and put into full operation.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

(1) Damage

- (a) in any part of The Premises not occupied by You in connection with The Organisation
- (b) in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in The Schedule
- (c) when The Premises are Unoccupied
- (d) caused by or consisting of acts of fraud or dishonesty
- (e) caused by or consisting of
 - (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error.

(2) Damage to

- (a) electronic audio and visual equipment
- (b) cigarettes, cigars, tobacco, wines, spirits and other alcoholic drinks exceeding £1,000 in total
- (c) computer hardware and software
- (d) explosives and hazardous substances
- (e) furs, curios and antiques
- (f) gold and silver articles
- (g) goods held in trust or on commission
- (h) jewellery and precious stones
- (i) Money and bullion
- (j) non-ferrous metals

Asset Protection Theft

(k) securities and bonds

(l) rare books and works of art

unless specifically mentioned as insured in The Schedule.

(3) Damage

(a) where You or Your partners, directors or any member of Your household is involved as principal or accessory

(b) caused by any person lawfully in The Premises.

(4) Damage to property more specifically insured by You or on Your behalf.

(5) any consequential loss or damage.

(6) (a) Loss of Data

(b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with

(i) Virus or Similar Mechanism,

(ii) Denial of Service Attack

(iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingency (13) which is not otherwise excluded.

(7) the Excess stated in The Schedule.

Asset Protection Property Damage and Theft – Clauses

Clauses

The following clauses apply to the Property Damage – All Risks Section and/or Theft Section

Abandoned Vehicles

We will pay for the reasonable costs for which You are responsible for clearing and removing any vehicle illegally deposited in or adjacent to the Buildings insured under this policy.

The maximum We will pay for any one premises or for any one Period of Insurance is £2,500.

We will not provide cover for the first £100 or each and every loss.

Aggregation and uplift of Buildings Sums Insured

The sum insured for Property Insured at each Premises which consists of Buildings, Architects Fees, Debris Removal Buildings, Existing Structures, Rent and Tenants Improvements have been combined to form one overall total sum insured.

In the event of a claim for one or any combination of these items, the most We will pay will be the total sum insured uplifted by 20% or £500,000 whichever is the lower.

Where the Declared Value is less than the cost of reinstatement of the Property Insured the most We will pay is 108% of the Declared Value uplifted by 20% or £500,000 whichever is the lower.

Aggregation and uplift of Contents Sum Insured

The sum insured for Property Insured at each Premises excluding Buildings, Architects Fees, Debris Removal Buildings, Existing Structures, Ren and Tenants Improvements have been combined to form one overall total sum insured.

In the event of a claim for one or any combination of these items, the most We will pay will be the total sum insured uplifted by 20% or £500,000 whichever is the lower.

Where the Declared Value is less than the cost of reinstatement of the Property Insured the most We will pay is 108% of the Declared Value uplifted by 20% or £500,000 whichever is the lower.

All Other Contents

This term includes

- (1) documents, manuscripts and business books
- (2) Data Storage Materials
- (3) plans and designs

which require to be replaced and are capable of being replaced, belonging to You or held by You in trust for which You are responsible while

- (a) at The Premises
- (b) temporarily removed to any premises not occupied by You
- (c) in transit by road, rail or inland waterway

all in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man

but only for

- (i) the value of the physical materials
- (ii) the costs of labour incurred in replacing them and the Data thereon
- (iii) the costs necessarily and reasonably incurred in collating such data from existing source material.

Asset Protection Property Damage and Theft – Clauses

The maximum We will pay in respect of

- documents, manuscripts, business books, plans and designs is £250,000
- Data Storage Materials is £50,000

for any one claim and in any one Period of Insurance.

We will not pay for the value to You of any information lost.

- (4) pedal cycles, tools and other personal items belonging to You or any of Your directors, members, Employees, customers or visitors but only if they are not otherwise insured.
- (5) rare books, antiques, paintings, or other works of art.

The maximum We will pay is £10,000 in respect of any one item.

- (6) wines, spirits, cigarettes and tobacco held at The Premises for Your own private and business entertainment purposes.

The Maximum We will pay is £1,000 in respect of any one claim.

- (7) Defibrillators for which You are responsible at The Premises.

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary. You must pay any additional premium required by Us to reinstate the Sums Insured.

Basis of Claim Settlement - Reinstatement

In the event of Damage to the Property Insured, excluding any items on

- (i) Stock and Materials in Trade
- (ii) professional fees
- (iii) debris removal
- (iv) rent
- (v) pedal cycles and personal effects
- (vi) motor vehicles
- (vii) Computer and Electronic Office Equipment

the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
- (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
 - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new

However, We will not pay more than We would have done if the property has been completely destroyed.

Asset Protection Property Damage and Theft – Clauses

- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
- (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity
 - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new
- However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

- (3) (1) and (2) above includes the costs necessary to comply with any

- (a) European Union Legislation
- (b) Act of Parliament
- (c) Bye laws of any public authority.

We will not indemnify You

- (a) in respect of the costs incurred
 - (i) for Damage not insured by this Section
 - (ii) where notice was served on You before the Damage occurred
 - (iii) where an existing requirement must be completed within a stipulated period
 - (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
- (b) in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

- (4) The work of reinstatement

- (a) may be carried out on another site and in a manner suitable to Your needs. However,
 - (i) Our liability must not be increased
 - (ii) this will not apply when The Premises are Unoccupied unless We have agreed otherwise in writing.
- (b) must begin and be carried out as quickly as possible

- (5) The following condition of Average will apply.

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.

- (6) We will not indemnify You if You

- (a) do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment
- (b) or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement
- (c) do not comply with any of the terms of this clause. However, the Basis of Claim Settlement – Indemnity will apply.

For the purposes of this clause Computer and Electronic Office Equipment means

- (a) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto,
- (b) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand,
- (c) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Asset Protection Property Damage and Theft – Clauses

Computer and Electronic Office Equipment does not include

- (a) Portable equipment away from The Premises
- (b) Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust
- (c) Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

Bank Interest Scotland

We agree that

- (1) the interest in this Section is vested in the insured parties stated in The Schedule
- (2) the interest of Heritable Creditors in the insurance by this Section shall not be prejudicially affected by anything done or omitted by the proprietor where the risk of Damage is increased except as regards any change upon the character of the risk which may be made by or with the written consent of the Heritable Creditors
- (3) this Section shall not lapse or the terms be altered until seven days notice has been given to the Heritable Creditors any additional premium or renewal premium in respect of any change in risk or extension of period is payable to Us as from the start date of the change or extension period
- (4) We will notify in writing the Heritable Creditors, as soon as We are aware of any Damage by this Section.

Basis of Claims Settlement - Rent

If rent is insured under this Section, We will indemnify You in respect of loss of rent resulting from the Building or any part of the Building

- (1) generating the rent received or
- (2) for which rent is payable

being made unfit for the purpose of The Organisation as a result of Damage insured by this Section. The maximum amount that We will pay You in respect of loss of rent will be the proportion of the Rent Sum Insured that would have been payable during the period from the date of the Damage until the Building is repaired or reinstated.

Bequeathed Property

We will indemnify You in respect of Damage occurring during the Period of Insurance to bequeathed properties for which You are responsible following the administration of a deceased persons assets situated anywhere in England, Wales, Scotland, Northern Ireland, The Channel Island or the Isle of Man.

The maximum We will pay in respect of any on bequeathed property is

- (1) Buildings £250,000 or 10% of the total buildings sum insured whichever is the lower
- (2) Contents
 - (a) £10,000 any one item excluding rare books, works of art, jewellery and precious stones
and
 - (b) £1,000 any one rare book, works of art, jewellery or precious stones and £10,000 in total for any one claim
and
 - (c) £25,000 any one claim.

Asset Protection Property Damage and Theft – Clauses

You must

- (a) provide Us with details of any bequeathed property as soon as reasonably possible, but at least within three months from the commencement date of Your interest in the bequeathed property
- (b) specifically insure such property with Us from the date such property legally belongs to You
- (c) pay the agreed additional premium.

We will not indemnify You

- (a) if the bequeathed property is more specifically insured
- (b) in respect of
 - (i) vehicles licensed for road use including accessories on or attached to the vehicle
 - (ii) caravans or trailers
 - (iii) watercraft or aircraft
 - (iv) livestock
 - (v) growing crops or trees

unless specifically agreed in writing by Us.

- (c) in respect of items more specifically excluded under the Policy Exceptions.

Capital Additions

We will indemnify You in respect of Damage to

- (1) new Buildings and/or Machinery and Plant built or acquired during the Period of Insurance
 - (2) alterations, additions and improvements to Buildings and/or Machinery and Plant made during the Period of Insurance, but not in respect of any appreciation in value
- situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

The maximum We will pay in respect of any one premises is

- (1) 10% of the total Buildings and Machinery and Plant Sum Insured under this Section
- or
- (2) £1,000,000

whichever is the lower.

You must

- (a) provide Us with details of such additional Buildings and/or Machinery and Plant as soon as possible but, in any event,
 - (i) within six months of the date You became responsible for the insurance of such Buildings and Machinery and Plant and
 - (ii) before the expiry of the Period of Insurance
- (b) specifically insure such property with Us from the date Our liability commenced
- (c) pay the agreed additional premium

In respect of any Unoccupied premises insured under the provisions of this clause, We will only indemnify You in respect of Defined Contingencies (1) to (6) and (10).

Asset Protection Property Damage and Theft – Clauses

We will not indemnify You unless

- (1) a certificate of completion has been issued or
 - (2) works to such property has been completed and handed over to You
- prior to the date of the Damage.

Change in Temperature

The insurance on each Building, Machinery and Plant and Stock and Materials in Trade item stated in The Schedule, extends to include Damage caused by change in temperature, resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus, by any Defined Contingency stated as applicable in The Schedule.

Contract Works

Where You have entered into a contract or agreement for the extension, alteration or refurbishment of any of The Premises, the insurance by each Item on buildings is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and We will note the interest of the contractor and sub-contractor as specified in the contract where such interests are required provided that You

- (1) give Us prior notification of any contract with a contract price in excess of £250,000 including details of the
 - (a) nature of the works to be carried out
 - (b) contract conditions
 - (c) contract period
 - (d) contract price
- (2) pay Us the additional premium required in respect of each individual contract to which this clause applies.

We will not indemnify You

- (a) where a more specific insurance policy is in force
- (b) in respect of each separate contract for the first £500 in respect of Theft or Malicious Damage.

For the purposes of this clause, contract works include temporary or permanent works completed or to be completed by or on behalf of You at The Premises.

Contract Sale Price

If Stock and Materials in Trade which have been sold but not yet delivered, suffer Damage insured by this Section, and as a result the contract of sale is cancelled under the conditions of sale, Our liability will be calculated on the basis of the contract price for the Stock and Materials in Trade which have suffered Damage.

Any calculation for the purpose of Average will be on the basis of the contract price for all Stock and Materials in Trade which have been sold but not yet delivered, whether suffering Damage or not.

Customer's Goods

Any Stock and Materials in Trade Item(s) stated in The Schedule extends to include

- (1) Your customers' goods
- (2) goods for which Your customers are legally responsible

while these goods are temporarily in Your custody or control and for which You have accepted responsibility but only to the extent that they are not more specifically insured.

Asset Protection Property Damage and Theft – Clauses

Debris Removal

Unless a separate item for costs of removal of debris is insured under this Section, the Sum Insured for each item on Buildings, Machinery and Plant and Stock and Materials in Trade in The Schedule, includes costs and expenses You incur with Our consent for

- (1) the removal of debris
- (2) dismantling
- (3) demolishing
- (4) shoring up or propping of those parts of the Property Insured which have suffered Damage.

We will not indemnify You in respect of such costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) more specifically insured.

The maximum We will pay for costs and expenses in respect of Stock and Materials in Trade is £25,000.

Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

Drains

The Sum Insured under each Buildings and/or Machinery and Plant item includes costs and expenses You incur with Our consent for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible following Damage to the Property Insured.

Environmental

We will provide cover for additional costs in respect of losses in excess of £10,000 necessarily and reasonably incurred with Our consent, in rebuilding or repairing Buildings at The Premises in a manner that aims to improve energy efficiency following Damage.

The maximum amount We will pay under this Clause during the Period of Insurance is £50,000.

We will not provide cover

- (1) for the additional cost of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority
- (2) for work planned before the Damage or costs for replacing undamaged property
- (3) for any Unoccupied Building
- (4) if You elect not to rebuild the Building.

Asset Protection Property Damage and Theft – Clauses

European Union and Public Authorities – including Undamaged Property and Automatic Sprinkler Installations

Paragraph (3) of the Basis of Claim Settlement – Reinstatement clause contained in the Property Damage and Theft – Clauses is deleted and replaced by the following:

- (3) (a) (1) and (2) above includes the costs necessary to comply with any
 - (i) European Union Legislation
 - (ii) Act of Parliament
 - (iii) Bye laws of any public authority.
- (b) where We require You to comply with current LPC Rules for Automatic Sprinkler Installations, the additional cost of reinstating water supply equipment which
 - (i) conformed to previous LPC Rules
 - (ii) conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

However, the maximum We will pay will not exceed in total

- (a) in respect of Property Insured which has suffered Damage, the Sum Insured
- (b) in respect of undamaged portions of Property Insured, other than foundations, 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

We will not indemnify You in respect of

- (1) the costs incurred
 - (a) for Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated period.
- (2) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law

Exhibitions

We will indemnify You in respect of Damage insured by this Section to Stock and Materials in Trade and/or Machinery and Plant while

- (1) at any exhibition which does not exceed seven days
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit thereto and there from in the European Economic Area.

The maximum We will pay in respect of any one claim is £50,000.

We will not indemnify You in respect of damage

- (1) caused by or happening through
 - (a) defective or inadequate packing, insulation or labelling
 - (b) evaporation or ordinary leakage
 - (c) delay

Asset Protection Property Damage and Theft – Clauses

(d) inadequate documentation

(e) shortage in weight.

(2) occurring outside of the European Economic Area.

Falling Trees

We will indemnify You in respect of

(i) the cost of removing fallen trees belonging to You or for which You are responsible but only where there has been Damage to property

(ii) the cost of felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay in respect of (i) and/or (ii) above is £5,000.

Fire and Rescue Services Damage

We will indemnify You in respect of costs and expenses incurred in reinstating or repairing landscape gardens and grounds following damage caused by the Fire and Rescue Services or other emergency services equipment or personnel in the course of combating fire.

The maximum We will pay in respect of any one claim is £50,000.

Fire and Security Equipment

We will indemnify You in respect of costs and expenses incurred in

(1) refilling, recharging or replacing any

(a) portable fire extinguishing appliances

(b) local fire suppression system

(c) fixed fire suppression system

(d) sprinkler installation

(e) sprinkler heads.

(2) re-setting fire and/or intruder alarms and/or closed circuit television equipment

following Damage insured by this Section

The maximum We will pay in respect of any one claim is £50,000.

If in relation to any claim under this clause You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all such equipment in accordance with the manufacturer's instructions. We will not indemnify You in respect of any costs and expenses recoverable from Your maintenance company or Fire and Rescue Service.

Foundations

Where any Buildings Sum Insured stated in The Schedule is subject to Average, the Sum Insured includes

(1) that portion of the foundations within a 60 centimetre radius around and below a structural column or superstructure support

(2) that portion of the foundations less than eight centimetres below the floor level of the lowest storey

(3) machinery foundations.

We will not indemnify You in respect of any other portion of foundations

Asset Protection Property Damage and Theft – Clauses

Glass

Where Buildings are insured under this Section We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises including
 - (a) the cost of removing and reinstating obstructions to replacing glass.
 - (b) the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.
- (2) breakage of fixed
 - (a) wash hand basins, pedestals, baths, sinks
 - (b) lavatory bowls, bidets, cisterns
 - (c) shower trays, splash backsat The Premises.

We will not indemnify You in respect of breakage of glass

- (a) when The Premises are Unoccupied
- (b) in transit or while being fitted
- (c) by workmen carrying out alterations or repairs to The Premises.

The maximum We will pay in respect of any one claim will be the Buildings Sum Insured stated in The Schedule.

Hire Agreement

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any indemnity provided by this Section.

You must provide the name of any other interested party in the event of a claim.

Inadvertent Failure to Insure

We will provide cover for Damage to

- (1) New Buildings and/or Machinery and Plant
- (2) Alterations, additions, improvements to Buildings and/or Machinery and Plant

Whether owned or leased by You in the Prescribed Territories where either You have

- (1) An obligation to insure whether owned or lease by You, but which have been inadvertently left uninsured, or
- (2) Inadvertently failed to insure against all the cover insured by this Section, for the uninsured cover only.

The maximum We will pay in respect of any one premises is £500,000.

You must

- (1) Advise Us in writing immediately You become aware of a building inadvertently left uninsured and pay the appropriate premium due from the date Our liability commenced
- (2) Carry out a yearly check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force on each of them.

We will not provide cover for any appreciation in value.

In respect of any Unoccupied premises insured under the provisions of this Clause, We will only cover You in respect of Defined Contingencies (1) to (6) and (10).

Asset Protection Property Damage and Theft – Clauses

Incompatibility of Software or Programs

If Damage to Computer and Electronic Office Equipment results in existing software or programs being incompatible with the replacement Computer and Electronic Office Equipment (as defined in the Basis of Settlement – Reinstatement clause above,) We will, at Our option, indemnify You in respect of either

- (1) the necessary modifications to the replacement Computer and Electronic Office Equipment,
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer and Electronic Office Equipment, and the cost of replacing incompatible Data Carrying Materials where necessary.

The maximum We will pay for any or all claims arising out of one cause is £50,000 or the Sum Insured specified in The Schedule.

Insect Nest Removal

We will pay the cost of removing the nest of wasps, bees or hornets and other insects harmful to humans from The Premises.

The maximum We will pay in respect of any one claim is £2,500.

We will not pay the cost of removing such nests that were already in the Buildings prior to inception of this Policy.

Involuntary Betterment

Where We are unable to replace of a like kind and quality We will replace, following Damage, Property Insured with property which is as similar as possible and capable of performing the same function(s). Such property will not be considered, for the purposes of assessing cover, as being better or more extensive than the damaged Property Insured when new.

The maximum We will pay in respect of any one claim is £100,000.

Lamps, Signs and Nameplates

We will provide cover for Damage to lamps, signs and nameplates at The Premises or within 1 mile from the boundary of The Premises.

The maximum amount We will pay is the amount that would have been payable had the Building or Machinery Plant and All Other contents been rebuilt, replaced or repaired.

Loss Minimisation Costs and Prevention Expenditure

We will pay for costs and expenses, following Damage at The Premises, incurred by You with Our prior consent to provide necessary additional physical protection to prevent further Damage.

The maximum We will pay in any one Period of Insurance is £50,000.

We will not pay

- (1) more than the reduction in Damage avoided by the expenditure
- (2) for costs otherwise incurred in complying with Policy Condition (10) Reasonable Precautions.

Machinery Re-erection costs

The Sum Insured for each Machinery and Plant item extends to include the cost of re-erecting machinery following Damage insured by this Section.

Metered Services

We will indemnify You for charges for which You are responsible if water, electricity or gas is accidentally discharged from a metered system providing service to The Premises.

The maximum We will pay in respect of any one claim is £50,000.

We will not indemnify You in respect of any charges incurred while The Premises are Unoccupied.

Asset Protection Property Damage and Theft – Clauses

Munitions of War

Policy Exceptions 1 (a) and (c) will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of The Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.

Non-Invalidation

The insurance by this Section will not be invalidated by any act, omission or alteration, either unknown to You or beyond Your control, which increases the risk of Damage.

However, You must

- (1) notify Us immediately You become aware of any such act, omission or alteration
and
- (2) pay any additional premium We require.

Preservation of Undamaged Property

We will pay, following Damage at The Premises, necessary and reasonable additional costs and expenses to protect undamaged property that forms part of the Property Insured by the dismantling and removal of such undamaged property and to transport it to and from a storage facility on or off the site or the application of screening or coverings whilst the undamaged property remains in-situ.

Professional Fees

Unless a separate item for professional fees is insured under this Section, the Sum Insured for each item on Buildings and Machinery and Plant includes an amount for necessary and reasonable professional fees, incurred in reinstating or repairing the Property Insured following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim
- (3) incurred without Our consent.

Property at Fundraising and Catering Events

We will indemnify You in respect of Damage insured by this Section to Stock and Materials in Trade and/or Machinery and Plant while

- (1) at any fundraising event or event where You are providing outside catering which does not exceed seven days
- (2) in the course of demonstration, construction, erection or dismantling at any such event
- (3) in transit thereto and there from

in the European Economic Area.

The maximum We will pay in respect of any one claim is £5,000.

We will not indemnify You in respect of Damage

- (1) caused by or happening through
 - (a) defective or inadequate packing, insulation or labelling
 - (b) evaporation or ordinary leakage

Asset Protection Property Damage and Theft – Clauses

- (c) delay
- (d) inadequate documentation
- (e) shortage in weight.

(2) occurring outside of the European Economic Area.

Raffle Prizes and Donations

We will indemnify You in respect of Damage to raffle prizes and donated goods to be used for fund raising events situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

The maximum We will pay is

- (1) £1,500 in respect of any one claim.
- (2) £500 in respect of any one item.

Resilient Repairs

We will provide cover for the additional costs of reinstatement incurred with Our consent following Damage for the sole purpose of improving the resilience of the Property Insured to future loss, destruction or damage from a similar cause, including but not limited to

- (1) modifying design and/or materials
- (2) relocating equipment,
- (3) obtaining appropriate expert advice

in respect of Property Insured suffering Damage and undamaged portions thereof.

The maximum We will pay You in respect of this clause for any one claim is £50,000 or 10% of the Damage before the application of this clause whichever is the smaller and £100,000 in total during the Period of Insurance.

We will not provide cover for

- (1) additional costs arising for work already planned by You and which was due to be carried out during the Period of Insurance
- (2) the additional cost of complying with any European Union legislation, Act of Parliament, or by-laws of any public authority
- (3) additional costs where funds are available from any public authority
- (4) any charge or assessment arising from capital appreciation following any improvement in the Property Insured
- (5) the first 25% of any additional costs.

Seasonal Increase

The Sum Insured for each item of Stock and Materials in Trade as stated in The Schedule is increased by 25% or £500,000, whichever is the lower, during the months of November, December and January or for any other period selected by You and stated in The Schedule.

Services

Where Buildings are insured under this Section or You are liable as a tenant, We will indemnify You in respect of Damage to service pipes and cables, including their associated meters and instruments, which connect The Premises to the public mains.

Asset Protection Property Damage and Theft – Clauses

Seventy Two Hour Provision

In respect of all claims made following Damage by

- (a) storm or flood
- (b) escape of water from any tank, apparatus or pipe
- (c) earthquake

for the purpose of the application of the Excess, all claims arising within a 72 hour period will be regarded as one event.

Subrogation

In the event of any claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against any company

- (1) whose relationship to You is either a parent or subsidiary
- (2) which is a subsidiary of a parent company of which You are a subsidiary

as defined within the relevant legislation current at the time of Damage.

Temporary Repair Costs

We will pay costs, following Damage, necessarily and reasonably incurred in making temporary repairs to the Property Insured.

The maximum We will pay in respect of any one claims is £50,000.

Temporary Removal

We will indemnify You in respect of Damage to the Property Insured except for

- (1) documents, manuscripts, business books, Data Storage Materials, plans and designs and
- (2) Stock and Materials in Trade

while temporarily removed for cleaning, renovation or repair or similar purposes

- (1) to another part of The Premises
- (2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum We will pay in respect of any one claim is

- (1) 15% of the item Sum Insured specified in The Schedule or
- (2) £500,000 whichever is the lower.

We will not indemnify You in respect of

- (a) property more specifically insured
- (b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (c) property removed for more than 90 consecutive days unless We agree a longer period in writing.

Asset Protection Property Damage and Theft – Clauses

Theft Damage to Buildings

Where Buildings are insured under this Section, We will indemnify You in respect of Damage to such Buildings including landlords' fixtures and fittings at The Premises caused by theft or attempted theft not involving entry into or exit from The Premises by forcible and violent means. We will not indemnify You in respect of Damage

- (a) caused to any property other than buildings and landlords' fixtures and fittings
- (b) caused by any person lawfully on The Premises
- (c) while The Premises are Unoccupied
- (d) more specifically insured by You or on Your behalf.

The maximum amount We will pay is £50,000 for any one claim and in any one Period of Insurance.

Trace and Access

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage and
- (2) any repairs directly arising from (1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

The maximum We will pay in respect of any or all claims in any one Period of Insurance is £50,000.

Trade Samples

We will indemnify You in respect of Damage to trade samples whilst anywhere in the European Economic Area including while in transit thereto and therefrom.

The maximum We will pay is

- (1) £500 in respect of any one item and
- (2) £25,000 for any one claim.

Transfer of Interest

If at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed and
- (2) the building has not yet been insured by or on behalf of the purchaser

We will indemnify the purchaser to the extent that this Section insures the Building if the purchase is subsequently completed.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase

Underground Services

Where Buildings are insured under this Section or You are responsible for repairs, We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the buildings to the public mains.

Asset Protection Property Damage and Theft – Clauses

We will not indemnify You in respect of

- (1) the cost of maintenance
- (2) damage caused by
 - (a)
 - (i) gradual deterioration or wear and tear
 - (ii) corrosion, rust, rot, mould or fungus
 - (iii) vermin or insects
 - (iv) atmospheric or climatic conditions
 - (v) normal settlement or shrinkage
 - (b) faulty workmanship, defective design or the use of defective materials
- (3) the Excess stated in The Schedule.

Waiver of Average

Where You have

- (1) taken all reasonable steps to ensure that the Sums Insured are adequate and
- (2) in respect of Damage to Buildings, obtained a valuation that has been calculated as the cost of reinstating the Building(s) as defined within the Policy Definitions including debris removal costs and associated professional fees, from a Royal Institute of Chartered Surveyors professional or such other person agreed by Us within the three years prior to the date of the Damage, and/or
- (3) in respect of Damage to Machinery and Plant and All Other Contents, obtained a valuation that has been calculated as the cost of reinstating the Machinery Plant and All Other Contents including debris removal and associated professional fees from a professional valuation service or such other person agreed by Us within three years prior to the date of the Damage
- (4) adjusted the Sum Insured in line with the valuation and
- (5) the Sum Insured for Machinery Plant and All Other Contents based on made annual adjustments of the Sum Insured for Buildings based on the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors or the Sum Insured for Machinery Plant and All Other Contents based on the Producer Price Index for Home Sales of Manufactured Products, or such alternative index as may be agreed by Us in writing
- (6) adjusted the Sum Insured to include any Capital Additions purchased after the valuation and can demonstrate such adjustment is fair and accurate.

We will not make an adjustment for Average irrespective of what may otherwise be stated in the Basis of Claim Settlement - Reinstatement Clause. We will request a copy of the valuation at the time of a claim.

Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

Asset Protection Property Damage and Theft – Clauses

Additional Clauses

The following clauses apply to the Property Damage - All Risks Section and/or Theft Section only if stated in the Schedule

Day One Basis of Settlement

For each Item of Property Insured to which this clause applies (as stated in The Schedule).

- (1) The first and annual premiums are based upon the Declared Value as stated in The Schedule.

Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement - Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (a) the additional cost of reinstatement to comply with
- (i) European Union Legislation
 - (ii) Act of Parliament
 - (ii) Bye laws of any public authority
- (b) professional fees
- (c) debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

- (2) You must notify Us of the Declared Value at the start of each Period of Insurance.

If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

- (3) Paragraphs (5) and (6) of the Basis of Settlement - Reinstatement are restated as follows

- (5) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.
- (6) We will not indemnify You
- (a) until You have incurred the cost of replacing or repairing the property
 - (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
 - (c) if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.

- (4) The maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.

Asset Protection Property Damage and Theft – Clauses

Motor No Claims Bonus and Excess Protection

At Your request, We will indemnify Your Employees against

- (a) loss or reduction in “no claim bonus” or
- (b) payment of “excess” contribution in the absence of “no claim bonus”
- (c) payment of “excess” contribution in addition to loss of or reduction in “no claim bonus”

under current Motor Vehicle Insurance Policies following accidents to private motor vehicles used by **Employees** in connection with the **Business**.

We will pay for

- (i) the ensuing year's bonus loss or reduction added to the annual difference (if any) thereafter between the bonus earned and the bonus which would have been earned had the accident not occurred based on the scale of bonus and gross annual premium in force at the time of the accident not exceeding the amount payable for loss or damage under the said Motor Vehicle Insurance Policies nor a total sum of £250
- or
- (ii) the amount of the excess contribution not exceeding the sum of £150 provided a payment has been made or would have been made in the absence of such excess under the Motor Vehicle Insurance Policy in respect of the particular accident involved
- or
- (iii) the sum of the amounts payable under i. and ii. above respectively.

Asset Protection – Computer

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Accident

- (1) Damage which is insured under this Section
- (2) Damage which is recoverable under a guaranteed, maintenance, rental, hire or lease agreement on the Equipment
- (3) Damage to Equipment which is not subject to a Maintenance Agreement arising from its own breakdown or derangement
- (4) Prevention of Access
- (5) The accidental failure or fluctuation of Your supply of electricity at the terminal ends of Your supplier's feed to The Premises from any cause which is not specifically excluded
- (6) The accidental failure of the internal distribution wiring within The Premises for supply of electricity from the terminal ends of Your supplier's feed to the Equipment from any cause which is not specifically excluded
- (7) The accidental failure of any telecommunication links to the Equipment at The Premises from any cause which is not specifically excluded
- (8) Damage to data contained in Data Carrying Materials and fixed disks resulting from an identifiable cause which is discovered during the Period of Insurance.

Damage

Loss, destruction or damage.

Data Carrying Materials

Current and back-up

- (1) disks
- (2) tapes
- (3) other materials

incorporating stored programs or data.

We will not indemnify You in respect of fixed disks and paper records.

Equipment

The following items specified as insured in The Schedule which belong to You or for which You are responsible including software or programs contained in or for use with the Equipment.

We will not indemnify You for property which is more specifically insured.

Computer Equipment

- (1) Computer Equipment including
 - (a) fixed disks
 - (b) interconnected wiring
 - (c) air conditioning and cooling equipment

Asset Protection – Computer

- (d) generating and voltage regulating equipment
- (e) satellite, telecommunication links and computerised telephone exchanges
- (f) electronic access equipment
- (g) temperature and humidity recording equipment
- (h) Data Carrying Materials

used for processing, communicating and storing electronic data.

We will not indemnify You in respect of

- (1) Equipment held as stock
- (2) customer's equipment
- (3) Equipment which controls or monitors any manufacturing process.

(2) Portable Equipment

Computer Equipment designed to be carried by hand used away from The Premises. This includes, but is not limited to laptops, notebooks, tablets, smartphones, handheld computers, digital cameras, printers, projectors and other peripheral equipment that connects to other Portable Equipment.

We will not indemnify You in respect of

- (1) removeable vehicle satellite navigation systems
- (2) items whose primary purpose is surveying, measuring, metering, recording or radio communication

unless specified in The Schedule.

Europe

The member countries of the European Union, Iceland, Liechtenstein and Norway.

Indemnity Period

The period during which The Organisation results are affected due to an Accident, beginning with the occurrence of the Accident and ending not later than the Maximum Indemnity Period.

Maintenance Agreement

A contract providing on-call remedial or corrective maintenance which includes the cost of parts and labour.

Maximum Indemnity Period

The number of months stated in The Schedule.

Prevention of Access

- (1) Damage to property which is within one mile of the boundary of The Premises

or

- (2) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life or property due to an emergency event within one mile of the boundary of The Premises which prevents You gaining access to the property or using the Equipment.

Asset Protection – Computer

Damage to Equipment Cover

We will indemnify You in respect of Damage to the Equipment occurring during the Period of Insurance at The Premises.

The maximum We will pay

- (1) in respect of any one claim arising from Damage to Equipment which is not subject to a Maintenance Agreement arising from its own breakdown or derangement will not exceed £10,000.
- (2) in any one Period of Insurance will not exceed the Sum Insured stated on the item and any additional sums stated by a clause.

Clauses

The following clauses apply to Damage to Equipment.

Accidental Discharge of Gas Systems

We will indemnify You in respect of the costs incurred in refilling the cylinders of any gas flooding systems installed solely for the protection of the Equipment provided that the discharge is accidental.

The maximum We will pay in respect of any one claim is £50,000.

Additional Equipment

We will indemnify You in respect of Damage to additional Equipment acquired in the Period of Insurance.

The maximum We will pay in respect of any one location is

- (1) 25% of the Total Sum Insured specified in The Schedule under Damage to Equipment,
or
- (2) £300,000 whichever is the lower.

You must provide Us with details of such additional Equipment as soon as possible and specifically insure such property with Us from the date Our liability commenced for an agreed additional premium.

Additional Interests

Where the Equipment is the subject of hire purchase, lease or other agreements, the interest of those other parties to these agreements is noted under this policy. The nature and extent of interests must be disclosed to Us in the event of any Damage.

Anti-Theft Devices

When Damage occurs to any anti-theft device which is permanently fitted to the Equipment We will indemnify You in respect of the costs incurred to replace or repair the device.

The maximum We will pay in respect of any one claim is £50,000.

Basis of Settlement and Average

In the event of Damage to the Equipment, the basis upon which We will calculate the amount We will pay for any claim will be as follows.

Where the Equipment

- (a) cannot be repaired economically We will pay for its replacement with Equipment of similar capacity and specification to that of the damaged Equipment when new but not of better or higher specification. If Equipment of a similar capacity is unavailable then We will pay for Equipment with the next highest capacity.
- (b) is repaired it will be to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the Equipment had been completely destroyed.

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- (c) (a) and (b) above include the additional cost of reinstating the Equipment necessary to comply with any
 - (i) European Community legislation
 - (ii) Act of Parliament
 - (iii) Bye laws of any public authority.

We will not indemnify You in respect of

- (a) costs incurred
 - (i) where notice was served on You before the Damage occurred
 - (ii) where an existing requirement must be completed within a stipulated period
 - (iii) for Equipment which has not suffered Damage.
- (b) charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

The work of reinstatement

- (1) may be carried out on another site and in a manner suitable to Your needs, but this must not increase Our liability
- (2) must begin and be carried out as quickly as possible.

The maximum We will pay will not exceed the item Sum Insured specified in The Schedule under Damage to Equipment.

We will not make any payment under this clause

- (1) until replacement or repair costs have actually been incurred
- (2) if You do not comply with any of the terms of this clause.

If, for any reason, a payment cannot be made in accordance with the provisions of this clause, the basis of claim settlement will be as stated in the Contract of Insurance at the front of this policy.

Debris Removal

We will indemnify You in respect of the costs incurred in the removal of Equipment which has suffered Damage under this Section.

The maximum We will pay in respect of any one claim is £50,000.

Incompatibility of Software of Programs

Where Damage to Equipment results in the existing software or programs being incompatible with the replacement Equipment We will at Our option indemnify You in respect of either

- (1) necessary modifications to the replacement Equipment.
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Equipment and the cost of replacing incompatible Data Carrying Materials.

The maximum We will pay in respect of any one claim is

- (1) the Total Sum Insured specified in The Schedule under Damage to Equipment, or
- (2) £50,000

whichever is the lower.

Asset Protection – Computer

Loss Avoidance Measures

We will indemnify You in respect of any costs necessarily and reasonably incurred by You to avoid or reduce impending Damage provided that

- (1) the impending Damage does not arise from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or reduced as a result of the measures taken.
- (2) the policy terms exceptions and conditions will apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is £50,000.

Non-invalidity

The insurance by this Section will not be invalidated by any act, omission or alteration either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

- (a) notify Us immediately if You become aware of any such act, omission or alteration
and
- (b) pay any additional premium We require.

Repair Investigation Costs

We will indemnify You in respect of any repair investigation costs including consulting engineer fees, necessarily and reasonably incurred with Our consent in the repair or replacement of Equipment which has suffered Damage.

The maximum We will pay in respect of any one claim is £50,000.

We will not indemnify You in respect of the costs of preparing a claim.

Security Guards Costs

We will indemnify You in respect of the necessary and reasonable costs incurred in employing temporary professional security guards at The Premises following Damage insured by this Section caused by theft, malicious damage or arson.

The maximum We will pay for any or all claims arising out of one occurrence is £25,000.

We will not indemnify You in respect of the hire of security guards for more than four days unless We have given our consent.

Software or Programs

We will indemnify You in respect of the cost of reinstating software or programs arising from erasure, distortion or corruption occurring during the Period of Insurance and resulting from an identifiable event which is covered under this Section and not otherwise excluded.

Temporary Removal or Transit

We will indemnify You in respect of Damage to

- (1) Equipment insured under this Section whilst temporarily removed from The Premises anywhere in Europe including whilst in transit.

The maximum We will pay for any one claim is

- (a) the Total Sum Insured specified in The Schedule under Damage to Equipment
or

Asset Protection – Computer

- (b) (i) £5,000 in respect of theft or attempted theft from an Unattended Vehicle
 - (ii) £50,000 in respect of any other damage
- whichever is the lower

- (2) Data Carrying Materials insured under this Section anywhere in the world
- (3) Portable Equipment specified in The Schedule whilst anywhere in the world.

The maximum We will pay in respect of any one claim is

- (a) the Sum Insured specified in The Schedule for Portable Equipment
 - or
 - (b) (i) £5,000 in respect of theft or attempted theft from an Unattended Vehicle
 - (ii) £50,000 in respect of any other damage
- whichever is the lower.

If in relation to any claim for Damage caused by theft or attempted theft You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim

You must ensure that while the Equipment is

- (a) left in any Unattended Vehicle
 - (i) the vehicle is securely locked, its keys, key card or remote control transmitter are removed, all windows are securely closed and all security devices to protect the vehicle are set to operate
 - (ii) the vehicle is kept in a securely locked building, compound or enclosure between the hours of 9.00pm and 6.00am, unless it is aboard a ship or ferry
 - (iii) the Equipment is
 - concealed from view
 - stored in the boot or under the parcel shelf where such facilities are available
- (b) in transit by air it is carried as hand luggage
- (c) in transit by ship or ferry and not in use, it is kept in a securely locked cabin or vehicle aboard such vessel.

Temporary Repair and Expediting Costs

We will, at Our option, indemnify You in respect of the additional costs necessarily and reasonably incurred in making temporary repairs or accelerating repairs in the event of Damage to the Equipment insured under this Section.

The maximum We will pay in respect of any one claim is £50,000.

Virus Seek and Destroy Costs

We will indemnify You in respect of costs necessarily and reasonably incurred by You to locate and remove a detectable Virus or Similar Mechanism contained in any Equipment or Data Carrying Materials.

The maximum We will pay in respect of any one claim is £50,000.

Waste Electrical and Electronic Equipment Disposal Costs

We will indemnify You in respect of any costs necessarily and reasonably incurred by You in complying with the Waste Electrical and Electronic Equipment Regulations in respect of Equipment following Damage insured under this Section.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of costs that You accept responsibility for as part of a contract to purchase new Equipment.

Asset Protection – Computer

Exceptions

The following exceptions apply to Damage to Equipment in addition to the Exceptions at the end of this Section and the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) Damage to Equipment which is recoverable under any guarantee or maintenance rental hire or lease agreement
- (2) loss of use of the Equipment or other consequential loss or liability
- (3) the cost of reinstating data
- (4) the Excess but the Excess shall not apply to Damage caused by fire, lightning, explosion, aircraft or aerial devices or articles dropped from them.

Conditions

The following conditions apply to Damage to Equipment in addition to the Conditions at the end of this Section and the Policy Conditions at the back of this policy

Average

If at the time of Damage the Total Sum Insured plus the value of any Equipment insured under the Additional Equipment Clause is less than 85% of the total new replacement value of Equipment You will

- (a) be responsible for the difference.
- (b) bear a proportionate part of the loss.

Increased Cost of Working Cover

We will indemnify You in respect of any additional expenditure You necessarily and reasonably incur to avoid or reduce interruption to or interference with The Organisation at The Premises during the Indemnity Period as a result of an Accident which occurs during the Period of Insurance.

The maximum We will pay will not exceed

- (1) in respect of any one loss arising from Prevention of Access £50,000 or the Sum Insured if lower.
- (2) in any one Period of Insurance in respect of
 - (a) any loss arising from a Virus or Similar Mechanism
 - (i) the Sum Insured specified in The Schedule or
 - (ii) £50,000whichever is the lower.
 - (b) any other loss the Sum Insured specified in The Schedule and any additional sums stated by a clause.

Asset Protection – Computer

Clauses

The following Clauses apply to Increased Cost of Working

Additional Rental Charge

We will indemnify You in respect of the additional costs of a new lease or hire contract for similar Equipment which replaces any lease or hire contract in force at the time of the Accident.

The maximum period for which We will provide indemnity is two years commencing from the date of the Accident.

The maximum We will pay in respect of any one claim is £50,000.

Auditors and Professional Accountants

The Sum Insured specified in The Schedule includes an amount for Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require to investigate a claim and
- (2) confirming that information is in accordance with
 - (a) Your business books, documents or records and
 - (b) any other relevant business books, documents or records.

Payments on Account

Claims payments on account may be made to You during the Indemnity Period, if required.

Exceptions

The following exceptions apply to Increased Cost of Working in addition to the Exceptions at the end of this Section and the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) interruption to or interference with The Organisation as a result of
 - (a) accidental failure of Your electricity supply lasting less than four hours
 - (b) accidental failure of any telecommunication system lasting less than eight hours
 - (c) breakdown or derangement of any item of Equipment that has not completed a period of one month's trouble free operation
 - (d) Prevention of Access lasting less than 12 hours
- (2) interruption to or interference with The Organisation during the first 48 hours following breakdown or derangement of Equipment which is not subject to a Maintenance Agreement
- (3) the cost of reinstating data or programs
- (4) interruption or interference to The Organisation where the length of the interruption does not exceed the time franchise specified in The Schedule.

Conditions

Increased Cost of Working is subject to the Section Conditions at the back of this Section and the Policy Conditions at the back of this policy.

Asset Protection – Computer

Reinstatement of Data Cover

We will indemnify You in respect of the necessary and reasonable cost of reinstating data contained in the Data Carrying Material and fixed disks resulting from Damage from an identifiable cause which is discovered during the Period of Insurance.

The maximum We will pay in any Period of Insurance will not exceed in respect of

- (1) any loss arising from a Virus or Similar Mechanism
 - (a) the Sum Insured specified in The Schedule or
 - (b) £50,000whichever is the lower.
- (2) any other loss the Sum Insured specified in The Schedule and any additional sums stated by a clause.

Conditions

Increased Cost of Working is subject to the Section Conditions at the back of this Section and the Policy Conditions at the back of this policy.

Clauses

The following clauses apply to Reinstatement of Data.

Incompatibility of Data

Where Damage to the Equipment results in the existing data being incompatible with the replacement Equipment We will indemnify You in respect of the cost of conversion of the existing data into a format which is compatible with the replacement Equipment.

The maximum We will pay in respect of any one claim is

- (1) the Sum Insured specified in The Schedule under Reinstatement of Data or
- (2) £50,000

whichever is the lower.

Payments on Account

Claims payments on account may be made to You, if required.

Research And Development Costs

We will indemnify You against the cost of re-writing data processing research and development projects to the stage reached immediately prior to the occurrence of the Damage.

The maximum We will pay in respect of any one claim is

- (1) the Sum Insured specified in The Schedule under Reinstatement of Data or
- (2) £50,000

whichever is the lower.

We will not indemnify You in respect of any benefit to You which would have been obtained from the completion of the project had the Accident not occurred.

Asset Protection – Computer

Exceptions

The following exceptions apply to Reinstatement of Data in addition to the Exceptions at the end of this Section and to the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1)
 - (a) loss of
 - (b) loss of use of
 - (c) inaccessibility ofdata or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software
- (2) the Excess but the Excess shall not apply to Damage caused by fire, lightning, explosion, aircraft or aerial devices or articles dropped from them.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered under this Section the burden of proving that any such Damage is covered under this Section will be upon You.

- (2) Damage or interruption to or interference with The Organisation caused by
 - (a) Your wilful act or wilful neglect
 - (b) wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidisation.However We will indemnify You for any subsequent Damage resulting from such cause not otherwise excluded.

Asset Protection – Computer

- (3) Increased Cost of Working or Reinstatement of Data resulting from
 - (a) any accidental failure of the telecommunication links
 - (b) any accidental failure of Your electricity supply caused by
 - (i) a deliberate act of any supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system
 - (ii) the exercise of any supply authority's power to withdraw or restrict supply or services
 - (iii) industrial action.
- (4) any accidental failure of the telecommunication links caused by
 - (a) Equipment which is not
 - (i) properly installed or compatible with the telecommunications system provided by Your telecommunication services supplier
 - (ii) recognised and approved by Your telecommunication services supplier.
 - (b) failure of any satellite
 - (i) prior to obtaining its full operating function
 - (ii) while in or beyond the final year of its design life.
 - (c) atmosphere, solar or lunar conditions causing temporary interference with transmission to or from any satellite
- (5) Damage directly or indirectly caused by or contributed to or arising from
 - (a) any test, experiment or routine inspection.
 - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.
- (6) Damage caused by or contributed to or arising from
 - (a) disappearance
 - (b) unexplained or inventory shortage.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(1) Data Backup

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must store data, software or programs and maintain adequate backup copies by backing up

- (a) the original disks or media and storing in a fire resistant data safe or in a secure location away from The Premises
- (b) all data produced by the software or programs no less than once a day or any other period agreed by Us.

The integrity of any data backup must be validated using operating system routines or checks produced by the software supplier.

Asset Protection – Computer

(2) Firewall

If in relation to any claim You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You will ensure that any Equipment that is connected to the internet is protected by a suitable firewall which is regularly maintained and in full and effective operation at the time of a loss.

(3) Access and Passwords

If in relation to any claim You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

Access to Equipment must be authenticated by the use of individual identification and passwords. Any default or manufacturers' passwords or access codes must be changed and kept secure.

(4) Software Updates

If in relation to any claim You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must install any updates for firmware, operating systems, software and programs within 14 days of an update being released by the manufacturer or provider where the update addresses a vulnerability with a severity that the manufacturer or provider describes as critical, important or high.

(5) Prevention of Loss

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain the Equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent Damage to the Equipment or loss of data or programs.

(6) Virus

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must install suitable virus protection software and ensure that it is

- (a) updated at intervals of at least once a month and
- (b) in full and effective operation at the time of a loss.

(7) Option for Settlement

We may at Our option

- (a) repair, reinstate or replace any Equipment damaged or
- (b) pay the amount of the Damage.

We do not include

- (i) temporary repairs carried out without Our consent.
- (ii) the cost of any alterations, additions, improvements or overhauls carried out when any repair is undertaken.

Asset Protection – Computer

(8) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter the building or premises
- (b) take possession of, or require to be delivered to Us, Equipment which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

(9) Suspension of Cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

Clauses

The following Clauses apply to this Section

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

Subrogation Waiver

In the event of a claim arising under this Section, We Agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary as defined within the relevant legislation current at the time of Damage.
- (3) any user of the Equipment authorised by You provided that
 - (a) such users observe fulfil and are subject to the terms conditions and limitations of this policy
 - (b) You do not receive any form of indemnity or damages from such users.

Asset Protection – Electronic Equipment

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply

Accident

- (1) Damage which is insured under this Section
- (2) Prevention of access
- (3) The accidental failure or fluctuation of Your supply of electricity at the terminal point of Your supplier's feed to The Premises from any cause which is not specifically excluded
- (4) The accidental failure of the internal distribution wiring within The Premises for supply of electricity from the terminal point of Your supplier's feed to the Equipment from any cause which is not specifically excluded
- (5) Damage to Data contained in Data Carrying Materials and fixed disks resulting from an identifiable cause which is discovered during the Period of Insurance.

Damage

Accidental Loss, destruction or damage.

Data Carrying Materials

Current and back-up

- (1) disks
- (2) tapes
- (3) other materials

incorporating stored programs or data.

We will not indemnify You in respect of fixed disks and paper records.

Equipment

Equipment as specified as insured in The Schedule which belongs to You or for which You are responsible including Data Carrying Materials and Portable Equipment.

We will not indemnify You for property which is more specifically insured.

Indemnity Period

The period during which The Organisation results are affected due to an Accident, beginning with the date of the Accident and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in The Schedule.

Portable Equipment

Equipment used away from The Premises.

Asset Protection – Electronic Equipment

Prevention of Access

- (1) Damage to property which is within one mile of the boundary of The Premises
or
- (2) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life or property due to an emergency event within one mile of the boundary of The Premises which prevents You gaining access to the property or using the Equipment.

Damage to Equipment Cover

We will indemnify You in respect of Damage to the Equipment occurring during the Period of Insurance at The Premises.

The maximum We will pay in any one Period of Insurance will be the Sum Insured on the item and any additional sums stated by a clause.

Clauses

The following clauses apply to Damage to Equipment.

Additional Equipment

We will indemnify You in respect of Damage to additional Equipment acquired in the Period of Insurance.

The maximum We will pay in respect of any one location is

- (1) 25% of the Total Sum Insured specified in The Schedule under Damage to Equipment,
or
- (2) £300,000

whichever is the lower.

You must provide Us with details of such additional Equipment as soon as possible and specifically insure such property with Us from the date Our liability commenced for an agreed additional premium.

Additional Interests

Where the Equipment is the subject of hire purchase, lease or other agreements, the interest of those other parties to these agreements is noted under this policy. The nature and extent of interests must be disclosed to Us in the event of any Damage.

Anti-Theft Devices

When Damage occurs to any anti-theft device which is permanently fitted to the Equipment We will indemnify You in respect of the costs incurred to replace or repair the device.

The maximum We will pay in respect of any one claim is £50,000.

Basis of Settlement for Owned Equipment

In the event of Damage to the Equipment which is owned by You We will calculate the amount We will pay for any claim as follows.

Where the Equipment

- (a) cannot be repaired economically We pay for its replacement with Equipment of similar capacity and specification to that of the damaged Equipment when new but not of better or higher specification. If Equipment of a similar capacity is unavailable then We will pay for Equipment with the next highest capacity.

Asset Protection – Electronic Equipment

(b) is repaired it will be to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the Equipment had been completely destroyed.

(c) (a) and (b) above includes the costs necessary to comply with any

- (i) European Union legislation
- (ii) Act of Parliament
- (iii) Byelaws of any public authority

We will not indemnify You in respect of

(a) costs incurred

- (i) where notice was served on You before the Damage occurred
- (ii) where an existing requirement must be completed within a stipulated period
- (iii) for Equipment which has not suffered Damage
- (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage

(b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

The work of reinstatement

- (1) may be carried out on another site and in a manner suitable to Your needs, but this must not increase Our liability
- (2) must begin and be carried out as quickly as possible.

We will not make any payment under this clause

- (1) until replacement or repair costs have actually been incurred
- (2) if You do not comply with any of the terms of this clause.

If, for any reason, a payment cannot be made in accordance with the provisions of this clause, the basis of claim settlement will be as stated in the Contract of Insurance at the front of this policy.

Basis of Settlement for Hired In Equipment

In the event of Damage to the Equipment which is hired in by You We will indemnify You for Your legal liability under the contract of hire for compensation in respect of

- (1) Damage to Equipment
- (2) continuing hire charges in respect of Equipment whilst being repaired or replaced as a direct result of Damage.

The maximum We will pay in respect of any one claim is £100,000.

Debris Removal

We will indemnify You in respect of the costs incurred in the removal of Equipment which has suffered Damage under this Section.

The maximum We will pay in respect of any one claim is £50,000.

Asset Protection – Electronic Equipment

Incompatibility of Software or Programs

Where Damage to Equipment results in the existing software or programs being incompatible with the replacement Equipment We will at Our option indemnify You in respect of either

- (1) necessary modifications to the replacement Equipment, or
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Equipment and the cost of replacing incompatible Data Carrying Materials.

The maximum We will pay in respect of any one claim is

- (1) the Total Sum Insured specified in The Schedule under Damage to Equipment, or
- (2) £50,000

whichever is the lower.

Loss Avoidance Measures

We will indemnify You in respect of any costs necessarily and reasonably incurred by You to avoid or reduce impending Damage provided that

- (1) the impending Damage does not arise from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or reduced as a result of the measures taken
- (2) the policy terms exceptions and conditions will apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is £50,000.

Non-invalidity

The insurance by this Section will not be invalidated by any act, omission or alteration either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

- (a) notify Us immediately if You become aware of any such act, omission or alteration
and
- (b) pay any additional premium We require.

Repair Investigation Costs

When agreed by Us We will indemnify You in respect of any repair investigation costs including consulting engineer fees necessarily and reasonably incurred in the repair or replacement of Equipment provided Damage has occurred.

The maximum We will pay in respect of any one claim is £50,000.

We will not indemnify You in respect of the costs of preparing a claim.

Software or Programs

We will indemnify You in respect of the cost of reinstating software or programs arising from erasure, distortion or corruption occurring during and identified during the Period of Insurance and resulting from an identifiable event.

Temporary Removal

We will indemnify You in respect of Damage to

- (1) Data Carrying Materials insured under this Section whilst anywhere in the world
- (2) Portable Equipment specified in The Schedule whilst anywhere in the world

which is covered under this Section and not otherwise excluded.

Asset Protection – Electronic Equipment

The maximum We will pay in respect of any one claim is

- (a) the Sum Insured specified in The Schedule for Portable Equipment, or
 - (b) (i) £5,000 in respect of theft or attempted theft from an Unattended Vehicle
 - (ii) £50,000 in respect of any other Damage
- whichever is the lower.

If in relation to any claim for Damage caused by theft or attempted theft You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that while Equipment is

- (1) left in any Unattended Vehicle
 - (a) the vehicle is securely locked, its keys, key card or remote control transmitter are removed, all windows are securely closed and all security devices to protect the vehicle are set to operate
 - (b) the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am, unless it is aboard a ship or ferry
 - (c) the Equipment is
 - (i) concealed from view
 - (ii) stored in the boot or under the parcel shelf where such facilities are available
- (2) in transit by air it is carried as hand luggage
- (3) in transit by ship or ferry and not in use, it is kept in a securely locked cabin or vehicle aboard such vessel.

Temporary Repair and Expediting Costs

We will, at Our option, indemnify You in respect of the additional costs necessarily and reasonably incurred in making temporary repairs or accelerating repairs in the event of Damage to the Equipment insured under this Section.

The maximum We will pay in respect of any one claim is £50,000.

Virus Seek and Destroy Costs

We will indemnify You in respect of costs necessarily and reasonably incurred by You to locate and remove a detectable Virus or Similar Mechanism contained in any Equipment or Data Carrying Materials.

The maximum We will pay in respect of any one claim is £50,000.

Waste Electrical and Electronic Equipment Disposal Costs

We will indemnify You in respect of any costs necessarily and reasonably incurred by You in complying with the Waste Electrical and Electronic Equipment Regulations in respect of Equipment following Damage insured under this Section.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of costs that You accept responsibility for as part of a contract to purchase new Equipment.

Asset Protection – Electronic Equipment

Exceptions

The following exceptions apply to Damage to Equipment in addition to the Section Exceptions at the end of this Section and the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
 - (a) mechanical or electrical breakdown, failure, breakage or derangement
 - (b) gradual deterioration or wear and tear or gradually developing defects.

However, We will indemnify You for any subsequent Damage which results from a cause not otherwise excluded.

- (2) light sources, fuses, non-rechargeable batteries, filters and items which require periodic replacement
- (3) loss of use of the Equipment or other consequential loss or liability
- (4) the cost of reinstating data
- (5) the Excess

Conditions

The following conditions apply to this Section in addition to the Section Conditions at the end of this Section and the Policy Conditions at the back of this policy

Average

If at the time of Damage the Sum Insured plus the value of any Equipment insured under the Additional Equipment Clause is less than 85% of the total new replacement value of Equipment You will

- (1) be responsible for the difference.
- (2) bear a proportionate part of the loss

Increased Cost of Working Cover

We will indemnify You in respect of any additional expenditure You necessarily and reasonably incur to avoid or reduce interruption to or interference with The Organisation at The Premises during the Indemnity Period as a result of an Accident which occurs during the Period of Insurance.

The maximum We will pay will not exceed

- (1) in respect of any one loss arising from Prevention of Access, £50,000 or the Sum Insured if lower
- (2) in any one Period of Insurance in respect of
 - (a) any loss arising from a Virus or Similar Mechanism
 - (i) the Sum Insured specified in The Schedule, or
 - (ii) £50,000whichever is the lower.
 - (b) any other loss, the Sum Insured specified in The Schedule and any additional sum stated by a clause.

Asset Protection – Electronic Equipment

Clauses

The following Clauses apply to Increased Cost of Working

Additional Rental Charge

We will indemnify You in respect of the additional costs of a new lease or hire contract for similar Equipment which replaces any lease or hire contract in force at the time of the Accident.

The maximum period for which We will provide indemnity is two years commencing from the date of the Accident.

The maximum We will pay in respect of any one claim is £50,000.

Auditors and Professional Accountants

The Sum Insured specified in The Schedule includes an amount for Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require to investigate a claim and
- (2) confirming that information is in accordance with
 - (a) Your business books, documents or records and
 - (b) any other relevant business books, documents or records.

Payments on Account

Claims payments on account may be made to You during the Indemnity Period, if required.

Exceptions

The following exceptions apply to Increased Cost of Working Damage to Equipment in addition to the Section Exceptions at the end of this Section and the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) the cost of reinstating data or programs
- (2) interruption to or interference with The Organisation during the first 24 hours following the Accident
- (3) interruption or interference with The Organisation as a result of Prevention of Access lasting less than 12 hours.

Asset Protection – Electronic Equipment

Conditions

Increased Cost of Working is subject to the Section Conditions at the back of this Section and the Policy Conditions at the back of this policy

Reinstatement of Data Cover

We will indemnify You in respect of the necessary and reasonable cost of reinstating data contained in the Data Carrying Material and fixed disks resulting from Damage from an identifiable cause which is discovered during the Period of Insurance.

The maximum We will pay in any Period of Insurance will not exceed in respect of

- (1) any loss arising from a Virus or Similar Mechanism
 - (a) the Sum Insured specified in The Schedule or
 - (b) £50,000whichever is the lower.
- (2) any other loss the Sum Insured specified in The Schedule and any additional sums stated by a clause.

Clauses

The following clauses apply to Reinstatement of Data.

Incompatibility of Data

Where Damage to the Equipment results in the existing data being incompatible with the replacement Equipment We will indemnify You in respect of the cost of conversion of the existing data into a format which is compatible with the replacement Equipment.

The maximum We will pay in respect of any one claim is

- (1) the Sum Insured specified in The Schedule under Reinstatement of Data or
- (2) £50,000

whichever is the lower.

Payments on Account

Claims payments on account may be made to You, if required.

Research And Development Costs

We will indemnify You against the cost of re-writing data processing research and development projects to the stage reached immediately prior to the occurrence of the Damage.

The maximum We will pay in respect of any one claim is

- (1) the Sum Insured specified in The Schedule under Reinstatement of Data or
- (2) £50,000

whichever is the lower.

We will not indemnify You in respect of any benefit to You which would have been obtained from the completion of the project had the Accident not occurred.

Asset Protection – Electronic Equipment

Exceptions

The following exceptions apply to Reinstatement of Data in addition to the Section Exceptions at the end of this Section and the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1)
 - (a) loss of
 - (b) loss of use of
 - (c) inaccessibility ofdata or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software
- (2) the Excess.

Conditions

Reinstatement of Data is subject to the Section Conditions at the back of this Section and the Policy Conditions at the back of this policy booklet.

Clauses

The following Clause applies to Reinstatement of Data.

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) Damage or interruption to or interference with The Organisation caused by
 - (a) Your wilful act or wilful neglect
 - (b) wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation.
However We will indemnify You for any subsequent Damage resulting from such cause not otherwise excluded.
- (2) Increased Cost of Working or Reinstatement of Data resulting from any accidental failure of Your electricity supply caused by
 - (a) a deliberate act of any supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system
 - (b) the exercise of any supply authority's power to withdraw or restrict supply or services
 - (c) industrial action.
- (3) Damage or interruption to or interference with The Organisation caused when the Equipment is hired out.

Asset Protection – Electronic Equipment

- (4) Damage or interruption to or interference with The Organisation caused by or contributed to or arising from
 - (a) any test, experiment or routine inspection
 - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.
- (5) Damage caused by or contributed to or arising from
 - (a) disappearance
 - (b) unexplained or inventory shortage.
- (6) any loss or Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violenceand/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy

(1) Data Backup

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must store data, software or programs and maintain adequate backup copies by backing up

- (a) the original disks or media and storing in a fire resistant data safe or in a secure location away from The Premises
- (b) all data produced by the software or programs no less than once a day or any other period agreed by Us. The integrity of any data backup must be validated using operating system routines or checks produced by the software supplier.

Asset Protection – Electronic Equipment

(2) Firewall

If in relation to any claim You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You will ensure that any Equipment that is connected to the internet is protected by a suitable firewall which is regularly maintained and in full and effective operation at the time of a loss.

(3) Access and Passwords

If in relation to any claim You have failed to fulfill the following condition, You will lose Your right to indemnity or payment for that claim

Access to Equipment must be authenticated by the use of individual identification and passwords. Any default or manufacturers' passwords or access codes must be changed and kept secure.

(4) Software Updates

If in relation to any claim You have failed to fulfill the following condition, You will lose Your right to indemnity or payment for that claim.

You must install any updates for firmware, operating systems, software and programs within 14 days of an update being released by the manufacturer or provider where the update addresses a vulnerability with a severity that the manufacturer or provider describes as critical, important or high.

(5) Our Rights

If Damage occurs which may lead to a claim We may

- (1) enter or take possession of the building or The Premises
- (2) take possession of, or require to be delivered to Us, Equipment which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for Damage if You or anyone acting on Your behalf

- (1) do not comply with Our requirements.
- (2) hinder or obstruct Us.

You are not entitled to abandon Equipment to Us.

(6) Prevention of Loss

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain the Equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent Damage to the Equipment or loss of data or programs.

(7) Suspension of Cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

(8) Virus

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must install suitable virus protection software and ensure that it is

- (a) updated at intervals of at least once a month, and
- (b) in full and effective operation at the time of a loss.

Asset Protection – Business All Risks

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply

Damage

Physical loss, destruction or damage.

Portable Computer Equipment

Personal computers, small microcomputers and similar equipment used by You for processing, communicating and storing electronic data and which are designed to be carried by hand.

Property Insured

Property insured as detailed in The Schedule.

Cover

We will indemnify You in respect of Damage, occurring during the Period of Insurance, to Property Insured as detailed in The Schedule.

Basis of Claim Settlement – Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage or at Our option
- (2) the loss in value of the Property Insured

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item or
- (2) the Total Sum Insured or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

Clauses

The following Clauses apply to this Section.

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

Asset Protection – Business All Risks

Average

Each of the Sums Insured by this Section is subject to average. This means that if at the time of Damage, the item Sum Insured is less than the total value of the Property Insured, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

Basis of Claim Settlement – Reinstatement

In the event of Damage to the Property Insured, except for any items on Computer and Electronic Office Equipment, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
 - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
 - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.However, We will not pay more than We would have done if the property has been completely destroyed.
- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
 - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity
 - (b) damaged, if an economic repair is possible, We will pay for the repair computer and Electronic Office Equipment, to its condition when new. However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

- (3) The work of reinstatement
 - (a) may be carried out on another site and in a manner suitable to Your needs.

However, Our liability must not be increased.

- (b) must begin and be carried out as quickly as possible.
- (4) The following condition of Average will apply.

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.

Portable Computer Equipment

If in relation to any claim for Damage by theft or attempted theft of Portable Computer Equipment You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) when Portable Computer Equipment is left in any Unattended Vehicle
 - (i) the vehicle is securely locked and all security devices set in operation
 - (ii) it is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry or on location
 - (iii) the Portable Computer Equipment is concealed from view
 - (iv) the Portable Computer Equipment is stored in the boot or under the parcel shelf if the vehicle is a private car

Asset Protection – Business All Risks

- (2) when Portable Computer Equipment is in transit by air it is carried as hand luggage unless instructed otherwise by airline staff
- (3) when Portable Computer Equipment is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

The maximum We will pay for any one or all claims arising out of one cause is:

- (a) £2,500 in respect of theft or attempt thereat from an unattended road vehicle
- (b) £10,000 in respect of any other theft or attempt thereat
- (c) £50,000 in respect of any other Damage.

Exceptions

The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of
 - (a) an existing or hidden defect
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty or defective
 - (i) workmanship
 - (ii) design
 - (iii) materials used in its construction
 - (e) operating error or omission by You or any of Your Employees.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage to the Property Insured caused by or consisting of
 - (a)
 - (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (vi) mould or fungus
 - (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture
 - (v) finish

Asset Protection – Business All Risks

- (c) (i) nipple or joint leakage
- (ii) failure of welds
- (d) its own mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (13), or any other accidental cause
 - (ii) any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination.

However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which results from Defined Contingencies (1) to (13)
 - (b) Defined Contingencies (1) to (13) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
- (a) acts of fraud or dishonesty
 - (b) (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information, or clerical error
 - (c) theft or attempted theft from any Unattended Vehicle unless there is evidence of forcible and violent entry into the vehicle.
- (5) Damage to any building or structure caused by its own cracking or collapse.
- However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
 - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
 - (c) Damage resulting from the Property Insured undergoing any process of
 - (i) production or packaging
 - (ii) treatment, testing or commissioning
 - (iii) servicing or repair.

However, We will indemnify You in respect of such Damage if it caused by fire or explosion and is not otherwise excluded.

- (7) Damage to the Property Insured caused by
- (a) escape of water from any tank, apparatus or pipe
 - (b) malicious persons (other than by fire or explosion)
 - (c) theft or attempted theft
- when The Premises are Unoccupied.

Asset Protection – Business All Risks

- (8) Damage more specifically insured by You or on Your behalf.
- (9) any consequential loss or damage.
- (10) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violenceand/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (11) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
 - (i) Virus or Similar Mechanism,
 - (ii) Denial of Service Attack,
 - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to the Property Insured, caused by or resulting from Defined Contingencies (1) to (11) and (13), which is not otherwise excluded.

- (12) the Excess stated in The Schedule.

Asset Protection Goods in Transit

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Damage

Physical loss, destruction or damage.

Method of Transit

As stated in The Schedule.

Occurrence

An event, or number of events, arising from a single cause or occurrence occurring during the Period of Insurance.

Personal Effects

Personal possessions excluding cash, bank notes, credit cards, watches and jewellery.

Property Insured

Stock and materials in trade connected with The Organisation which are owned by You or which You are responsible for.

Territorial Limits

England, Wales and Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Tools

Tools, tool kits or test equipment which You own or are hired by You or used by You in connection with The Organisation and for which You are responsible.

Vehicle

Any motor vehicle and/or trailer and/or container which You own or operate.

Asset Protection Goods in Transit

Cover

We will indemnify You in respect of

(1) Damage

- (a) to the Property Insured whilst in transit by the Method of Transit including
 - (i) loading and unloading.
 - (ii) whilst temporarily stored during transit.

The maximum We will pay in respect of any one Occurrence is the Maximum Limit Any One Occurrence stated in The Schedule.

- (b) to Your own sheets, ropes, chains, toggles or packing materials while carried on any Vehicle.

We will replace sheets as new if You prove that these were not more than one year old at the time of the Damage.

- (c) to You or Your drivers' Personal Effects in, or from, any Vehicle.

The maximum We will pay in respect of any one person for any one Occurrence is £500.

We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.

- (d) to Tools

- (i) in or from any Vehicle
 - (ii) whilst temporarily stored during transit

The maximum We will pay in respect of any one Occurrence is £500.

(2) Debris Removal

Costs and expenses incurred by You with Our consent

- (a) in removing debris
- (b) in site clearance
- (c) for transhipment and recovery charges following collision, overturning or impact of any Vehicle with any object
- (d) to reduce or prevent claims

in the Territorial Limits in connection with The Organisation.

The maximum We will pay in respect of any one Occurrence is £10,000

Conditions

The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy

(1) Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Limit.

Asset Protection Goods in Transit

(2) Average

Each Limit stated in The Schedule, except for Tools Limit Any One Occurrence, is subject to Average. If at the time of Damage, the Limit stated in The Schedule is less than the value of the Property Insured You will

- (a) be responsible for the difference in value and
- (b) bear a rateable proportion of any loss.

(3) Reasonable Care

If in relation to any claim, You have failed to comply with any of the following conditions, You will lose Your right to indemnity, or payment for that claim.

You must

- (a) only employ reliable and competent drivers and
- (b) take all reasonable measures to
 - (i) prevent Damage
 - (ii) secure loads properly
 - (iii) maintain any Vehicle in accordance with current law
 - (iv) ensure any Vehicle is suitable for the purpose for which it is to be used
- (c) allow Us access to examine any Vehicle which You operate or premises from which You operate.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) defective or inadequate packing, insulation or labelling
 - (b) evaporation or ordinary leakage
 - (c) vermin, wear, tear, gradual deterioration or contamination
 - (d) an existing or hidden defect
 - (e) delay
 - (f) inadequate documentation
 - (g) indirect or consequential loss.

Asset Protection Goods in Transit

(h) its own

(i) mechanical

(ii) electrical

(iii) electronic

(iv) electro magnetic derangement.

However, We will indemnify You if such Damage is caused by external means.

(2) shortage in weight.

(3) Damage caused by deterioration or variation in temperature.

However We will indemnify You if such Damage is caused as a result of any Vehicle being directly involved in a road traffic accident.

(4) Damage arising from

(a) confiscation, requisition or destruction by order of any government or any public authority

(b) riot, civil commotion, strikes, lockouts or labour disturbances.

(5) Damage

(a) occurring outside the Territorial Limits

(b) not connected with The Organisation.

(6) Damage to

(a) electronic, audio and visual equipment

(b) clocks and watches that do not contain gold, silver or precious stones

(c) computer hardware and software

(d) explosives and hazardous substances

(e) furs and curios

(f) gold and silver articles

(g) jewellery and precious stones

(h) living creatures

(i) Money and bullion, negotiable instruments and specie

(j) non ferrous metals

(k) rare books, antiques and works of art

(l) tobaccos, cigars and cigarettes

(m) wines, spirits and other alcoholic drinks

(n) temperature controlled goods.

However, We will indemnify You in respect of Damage to such property if the property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

Asset Protection Goods in Transit

- (7) Damage caused by theft or attempted theft of the Property Insured and/or Tools or Personal Effects from any Unattended Vehicle. However, We will indemnify You if You have ensured that
 - (a) all doors, windows and other points of access have been locked where locks have been fitted and
 - (b) all manufacturers' security devices have been put into effect and
 - (c) the keys have been removed from any Unattended Vehicle and
 - (d) unattached trailers have anti-hitching devices fitted and they are put into effect.
- (8) damage including to Tools or Personal Effects, while temporarily stored during transit for periods exceeding 30 consecutive days.
- (9) property in transit for hire or reward.
- (10) the Excess stated in The Schedule.

Asset Protection Money and Assault

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Business Hours

Your normal working hours and any other period during which You or any Employee, entrusted with Money is on The Premises in connection with The Organisation.

Insured Person

You or Your directors, partners or Employees aged between 16 and 80.

Loss of Hearing

Total and permanent loss of hearing in one or both ears.

Loss of Limb

In respect of

- (1) an arm
 - (a) physical severance of all four fingers
or
 - (b) total and permanent loss of use of an entire hand or arm
at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)
and/or
- (2) a leg
 - (a) Physical severance
or
 - (b) Total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).

Loss of Sight

Includes total and permanent loss of sight which will be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist
- (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Meters

- (1) Electricity or Gas pre-payment meters secured with a key held by the fuel provider
- (2) Deduction meters installed on behalf of Council Authorities or a Landlord, provided the key to the meter is held by a responsible Third Party.

Asset Protection Money and Assault

Permanent Total Disablement

Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which

- (1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation
and
- (2) lasts without interruption for more than 12 months from the date of the accident
and
- (3) in all probability will continue for the remainder of the Insured Person's life.

Temporary Partial Disablement

Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

Money Cover

We will indemnify You in respect of

- (1) loss of Money, up to the Limit Provided stated in The Schedule, which
 - (a) belongs to You or
 - (b) You are responsible forin connection with The Organisation while
 - (i) in transit
 - (ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
 - (iii) on contract sites while You or Your Employees are working there
 - (iv) on The Premises
 - (v) at Your home or that of Your directors, partners or Employees
 - (vi) in a bank night safe until removed by the bank
 - (vii) in vending or gaming machines on The Premises. The maximum We will pay in respect of any one claim is £500 unless otherwise specified in The Schedule
 - (viii) in collection tins or boxes. The maximum We will pay in respect of any one claim is £100, and £500 in any one Period of Insurance
 - (ix) in Meters. The maximum we will pay in respect of any one claim is £150.
- (2) the cost of replacement or repair following loss of or damage to any
 - (a) safe or strong room specified in The Schedule
 - (b) case, bag or waistcoat used for carrying Moneyfollowing theft or attempted theft of Money
occurring during the Period of Insurance.

Asset Protection Money and Assault

Clauses

The following clauses apply to Money

Clothing and Personal Belongings

We will indemnify You in respect of loss of or damage to clothing and personal belongings owned by You or any director, partner or Employee of Yours following theft or attempted theft involving violence or threat of violence which arises in connection with The Organisation.

The maximum We will pay for any one person is £500

Fundraising Events

We will increase the Limit Provided Loss by 100% for the period two days before to seven days after a fundraising event for the following

- (a) Money not contained in locked safe in private dwelling houses of Your principals or authorised Employees
- (b) Money contained in locked safes outside Business Hours
- (c) Money on The Premises during Business Hours or in a bank night safe
- (d) Any other loss of Money.

Conditions

The following conditions apply to Money in addition to the Policy Conditions at the back of this policy.

Records and Key Security

If in relation to any claim for loss of Money You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) keep a complete record of Money in a secure place other than in a safe or strong room containing Money
- (b) ensure that outside Business Hours, all safes and/or strong rooms are kept locked and the keys are removed from The Premises unless The Premises are occupied by You or any director, partner or authorised Employee of Yours, in which case the keys must be kept in a secure place away from any safe or strong room
- (c) ensure that whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.

Money in Transit

If in relation to any claim for loss of Money in transit You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) such Money in transit is accompanied by the following number of persons, who must either be You and/or any director, partner or Employee of Yours
 - (a) over £2,500 up to £5,000 by at least 2 persons
 - (b) over £5,000 up to £8,000 by at least 3 persons
 - (c) over £8,000 up to £12,000 by at least 4 persons
 - (d) over £12,000 as stated in The Schedule
- (2) private transport is used for amounts of Money in transit greater than £2,500 where the distance exceeds half a mile.

The maximum We will pay in respect of any one claim will not exceed the Limit Provided Loss stated in The Schedule.

Asset Protection Money and Assault

Exceptions

The following exceptions apply to Money in addition to the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) loss or shortages due to
 - (a) clerical or accounting
 - (i) errors
 - (ii) omissions
 - (b) accountancy depreciation
 - (c) currency fluctuation
 - (d) consequential loss of any kind.
- (2) loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is
 - (a) not discovered within seven working days of the loss
 - (b) more specifically insured elsewhere.
- (3) loss from any Unattended Vehicle.
- (4) loss or damage arising outside England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
- (5) loss resulting directly or indirectly from
 - (a) forgery
 - (b) fraudulent alteration or substitution
 - (c) fraudulent use of a computer or electronic transfer.
- (6) loss resulting from use of any form of payment which proves to be
 - (a) counterfeit
 - (b) false
 - (c) invalid
 - (d) uncollectible
 - (e) irrecoverablefor any reason.
- (7) loss of Money resulting directly or indirectly from, or in connection with
 - (a) Virus or Similar Mechanism
 - (b) Denial of Service Attack
 - (c) unauthorised access to or use of Computer and Electronic Equipment.

Asset Protection Money and Assault

Assault Cover

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of The Organisation during the Period of Insurance and solely, directly and independently of any other cause results in any of the following Contingencies

- (1) Death occurring within 24 months of Bodily Injury
- (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech occurring within 24 months of Bodily Injury
- (3) Loss of Limb occurring within 24 months of Bodily Injury
- (4) Permanent Total Disablement after 24 months of Bodily Injury
- (5) Temporary Total Disablement within 24 months of Bodily Injury
- (6) Temporary Partial Disablement within 24 months of Bodily Injury.

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

Clauses

The following clauses apply to Assault

(1) Amounts Payable

- (1) We will pay
 - (a) the compensation stated in The Schedule
 - (b) weekly compensation at four weekly intervals
 - (c) compensation under Contingencies (5) and (6) for a maximum of two years from the date that the disablement started.
- (2) Weekly compensation being paid for the same injury will end if We pay compensation under any of Contingencies (1) to (4).
- (3) Insurance will end for the Insured Person if We pay compensation under any of Contingencies (1) to (4).

(2) Medical Evidence

- (1) We may, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination.
- (2) You, or Your personal representatives, will supply to Us, at Your expense, any
 - (a) certificates
 - (b) information
 - (c) evidencein the format We require to support a claim.

Asset Protection Money and Assault

(3) Medical and Dental Expenses

Where compensation is payable for Contingency (5) - Temporary Total Disablement, or Contingency (6) - Temporary Partial Disablement, We will also pay up to 15% of this amount in respect of medical and/or dental expenses which have been incurred in respect of the Insured Person.

The maximum We will pay in respect of any one Insured Person is £500.

Exceptions

The following exception applies to Assault in addition to the Policy Exceptions at the back of this policy.

We will not pay compensation for any Contingency directly or indirectly caused by the Insured Person suffering from any disability due to a gradually operating cause or any naturally occurring conditions or degenerative process.

Asset Protection Glass

Definitions

The following definition applies to this Section, in addition to the Policy Definitions at the front of this policy and keeps the same meaning wherever it appears in the Section, unless an alternative definition is stated to apply.

Damage

Physical loss, destruction or damage.

Cover

We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises.
- (2)
 - (a) Damage at The Premises to
 - (i) contents of display windows
 - (ii) window and door frames
 - (b) the cost of removing and reinstating obstructions to replacing glass
 - (c) the cost of replacing alarm foil, lettering, painting, embossing, silvering, or other ornamental work on glass

occurring during the Period of Insurance.

The maximum that We will pay in respect of item 2 (a), (b) and (c) is £25,000 in respect of total of all claims during any one Period of Insurance.

- (3) breakage of fixed
 - (a) wash hand basins, pedestals, baths, sinks
 - (b) lavatory bowls, bidets, cisterns
 - (c) shower trays, splash backs at The Premises.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) Damage to glass in
 - (a) light fittings
 - (b) signs
 - (c) Stock and Materials in Trade or goods in trust
 - (d) vehicles
 - (e) vending machines.
- (2) Damage to glass caused by
 - (a) scratching
 - (b) gradual deterioration or wear and tear
 - (c) change in colour or finish.
- (3) breakage of glass
 - (a) while The Premises are Unoccupied
 - (b) in transit or while being fitted
 - (c) by workmen carrying out alterations or repairs to The Premises.
- (4) the Excess stated in The Schedule.

Asset Protection Frozen Foods

Definitions

The following definition applies to this Section in addition to the Policy Definitions at the front of this policy and keeps the same meaning wherever it appears in the Section unless an alternative definition is stated to apply

Damage

Physical loss, destruction or damage.

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance to food, belonging to You or for which You are responsible while contained in any refrigeration unit, by deterioration or contamination caused by

- (1) a change in temperature as a result of
 - (a) the breaking, distortion or burning out of any part of the
 - (i) unit
 - (ii) unit wiring
 - (iii) supply cable to the unit, including the plug and fusecaused by mechanical or electrical defects in the unit while it is being used under normal working conditions
 - (b) failure of temperature controls to operate correctly
 - (c) accidental failure of Your electricity supply but only if this is not deliberately caused by Your supplier of electricity.
- (2) accidental leakage of refrigerant gases or refrigerant fumes from the unit.

The maximum We will pay under this Section is the Sum Insured or Limit of Liability stated in The Schedule.

Clause

The following Clause applies to this Section.

Average

Each of the Sums Insured shown in The Schedule is subject to average. This means that if at the time of Damage, the Item Sum Insured is less than the total value of the Property Insured, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) wear and tear, deterioration or gradually developing flaws or defects in the unit
 - (b) failure to correctly set any temperature controls.
- (2) the Excess stated in The Schedule.

Asset Protection Engineering

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Accidental Damage

Accidental Damage to Plant or Machinery by any external cause not otherwise excluded.

Accidental Damage does not include Breakdown, Collapse or Explosion.

However, We will indemnify You in respect of any consequent Damage caused by Breakdown, Collapse or Explosion which is not otherwise excluded.

Breakdown

- (1) The breaking, distortion or burning out of any part of the Plant or Machinery which occurs while the Plant or Machinery is being used normally, arising from
 - (a) any mechanical or electrical defect in the Plant or Machinery
 - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
- (2) The complete severance of a rope
- (3) The fracturing or distortion of any part of the Plant or Machinery by frost including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

Collapse

The sudden and dangerous distortion of any part of the Plant or Machinery caused by crushing stress by force of steam or fluid pressure.

Collapse does not include distortion by pressure or ignition of flue gases.

Damage

Physical loss, destruction or damage.

Explosion

The sudden and violent rending of Plant or Machinery by force of internal steam or fluid pressure.

Explosion does not include

- (a) pressure of chemical action
- (b) ignition of the contents of the Plant or Machinery
- (c) the pressure or ignition of flue gases.

Asset Protection Engineering

Plant or Machinery

All parts of the Property Insured stated in The Schedule.

Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

Plant or Machinery does not include

- (a) non-metallic or refractory linings
- (b)
 - (i) cutting edges or extrusion heads
 - (ii) moulds, patterns or dies
 - (iii) heating elements
 - (iv) cables, ropes, belts or chainsunless these require replacement as a result of Damage for which We have admitted liability
- (c) supporting or enclosing structures, foundations, masonry or brickwork
- (d) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (e)
 - (i) office equipment
 - (ii) spare parts

unless specified in The Schedule.

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance to the Plant or Machinery at The Premises by the Contingency set against it on The Schedule and any additional sums stated by a clause.

The maximum We will pay in respect of any one occurrence which gives rise to a claim under this Section is the Limit of Indemnity specified in The Schedule and any additional sums stated by a clause.

Contingencies

Sudden and Unforeseen Damage

Sudden and unforeseen Damage including

- (1) Breakdown
- (2) Explosion
- (3) Collapse
- (4) Accidental Damage

to Plant or Machinery at The Premises, which requires repair or replacement before normal working of the Plant or Machinery can resume.

Breakdown, Explosion or Collapse

Breakdown, Explosion or Collapse of Plant or Machinery at The Premises which requires repair or replacement before normal working of the Plant or Machinery can resume.

Accidental Damage

Accidental Damage at The Premises which requires repair or replacement before normal working of the Plant or Machinery can resume.

Asset Protection Engineering

Clauses

The following clauses apply to this Section

Additional Plant or Machinery

We will indemnify You in respect of Damage to additional Plant or Machinery of a similar type to that specified in The Schedule subject to the Limit of Indemnity provided that You

- (1) tell Us of any additional Plant or Machinery before the end of the Period of Insurance in which it was installed and ready for use and pay an agreed additional premium.
- (2) comply with current law for examination and certification of Plant or Machinery before it is used.

Basis of Settlement – Reinstatement

The basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Plant or Machinery or other property insured by this Section subject to the following conditions

- (1) if Plant or Machinery or other property insured is destroyed We will pay for its replacement by similar Plant or Machinery or property insured in a condition as good as but not better or more extensive than its condition when new. If Plant or Machinery or other property insured is damaged We will pay the cost of repairs to a condition as good as but not better or more extensive than its condition when new but will not pay more than We would have if the Plant or Machinery or other property insured had been completely destroyed.
- (2) (1) above includes the additional cost of reinstating the Plant or Machinery or other property insured by this Section necessary to comply with any
 - (a) European Union Legislation
 - (b) Act of Parliament
 - (c) Bye laws of any public authority.

We will not indemnify You in respect of

- (a) costs incurred
 - (i) in respect of Damage not insured by this Section
 - (ii) where notice was served on You before the Damage occurred
 - (iii) where an existing requirement must be completed within a stipulated period
 - (iv) in respect of Plant or Machinery or other property insured which has not suffered Damage.
- (b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law
- (3) the Plant or Machinery or other property may be replaced on another site in a manner suitable to Your needs but this must not increase Our liability.
- (4) all work must begin and be carried out as quickly as possible.

We will not make any payment under this clause where

- (a) the parts necessary for repairs are not available at the manufacturers listed prices in which case We will pay for the cost of an equivalent repair to similar property for which parts are available at manufacturers listed prices
- (b)
 - (i) the normal working environment of the Plant or Machinery is a yard, an open sided building, a compound or other open space unless for the purpose of providing effluent, electricity, gas, heating, water or other building services for The Premises
 - (ii) the other property is insured by the Lifted Goods Endorsement or is stock in trade or is in the process of manufacture

in which case the basis of settlement will be indemnity.

Asset Protection Engineering

Damage to Surrounding Property – boiler and pressure plant

We will indemnify You in respect of Damage to Plant or Machinery and other property belonging to You or in Your custody or control arising from Explosion or Collapse of boiler and pressure Plant or Machinery.

The maximum We will pay in respect of any one claim is £250,000.

Debris Removal

We will indemnify You in respect of costs and expenses incurred with Our consent, for

- (1) removal of debris
- (2) dismantling or demolishing
- (3) shoring or propping

of the Plant or Machinery or other property which has suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (b) arising from pollution or contamination of Plant or Machinery or other property not insured by this Section.
- (c) more specifically insured.

The maximum We will pay in respect of any one claim is £25,000

Loss Avoidance Measures

We will indemnify You in respect of reasonable costs and expenses incurred by You to mitigate Damage to the Plant or Machinery which would otherwise be inevitable provided that

- (a) the impending Damage does not stem from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or mitigated as a result of the measures taken
- (b) the policy terms exceptions clauses and conditions shall apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is £50,000.

Repair Investigation Costs

When agreed by Us, We will indemnify You in respect of any repair investigation costs including consulting engineer's fees necessarily and reasonably incurred in the repair or replacement of Equipment provided Damage has occurred.

The maximum We will pay in respect of any one claim is £50,000.

We will not indemnify You in respect of the costs of preparing a claim.

Supplementary Expenses

We will, at Our discretion, pay additional costs and expenses incurred as a result of

- (1) temporarily repairing Damage to Plant or Machinery and
- (2) ensuring the Damage to Plant or Machinery is repaired as soon as possible.

The maximum We will pay in respect of any one claim is £25,000.

Asset Protection Engineering

Temporary Hire of Replacement Plant or Machinery

We will indemnify You in respect of costs and expenses incurred with Our consent for the temporary hire or rental of replacement Plant or Machinery following Damage which is insured under this Section.

We will not indemnify You in respect of any hire or rental costs incurred in the first 48 hours immediately following Damage.

The maximum We will pay in respect of any one claim is £25,000.

Temporary Removal

We will indemnify You in respect of Damage to Plant or Machinery whilst temporarily removed for a period not exceeding six months anywhere in the world including transit for the purposes of The Organisation or for cleaning, renovating or repair.

The maximum We will pay in respect of any one claim for Damage to Plant or Machinery during transit by sea or air is £100,000.

Section Exception (2) does not apply to this clause.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

(1) the Excess stated in The Schedule.

We will deduct the Excess in respect of any claim or all claims arising out of one cause. If more than one Excess is stated in The Schedule the highest amount will apply.

(2) Damage caused by or consisting of

- (a) fire, lightning or explosion (except Explosion as defined in this Section)
- (b) aircraft or aerial devices or articles dropped from them
- (c) storm, flood or inundation from the sea
- (d) escape of water from any tank apparatus or pipe
- (e) subsidence, ground heave or landslip
- (f) theft or attempted theft

regardless of any other contributory cause.

(3) the cost of remedying or repairing

- (a) gradual deterioration or wear and tear
- (b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures.
- (c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in Plant or Machinery which is subject to steam or fluid pressure

However We will indemnify You for any consequent Damage to Plant or Machinery insured under this Section.

(4) the cost of any maintenance work.

(5) Damage directly or indirectly caused by or contributed to or arising from

- (a) any test, experiment or routine inspection
- (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.

Asset Protection Engineering

- (6) Damage caused by or contributed to or arising from
 - (a) disappearance
 - (b) unexplained or inventory shortage.
- (7) Damage caused by the use of one or more cranes unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it.
- (8) any penalty
 - (a) for delay or detention
 - (b) in connection with guarantees or performance or efficiency
 - (c) for liquidated damages or consequential loss
 - (d) for liability not specifically provided for by the Section.
- (9) tyres damaged by
 - (a) the application of brakes
 - (b) punctures or bursts.
- (10) Damage caused by Your wilful act or wilful neglect.
- (11) Damage to experimental or prototype plant or machinery.
- (12) Damage caused by or consisting of the chipping of painted surfaces or scratching of any surfaces.
- (13) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered under this Section the burden of proving that any such Damage is covered under this Section will be upon You.

Asset Protection Engineering

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for the claim.

Maintenance

You must maintain all Plant or Machinery in accordance with the manufacturer's recommendations.

Option for Settlement

We may at Our option

- (a) repair, reinstate or replace any Plant or Machinery damaged, or
- (b) pay the amount of the Damage.

We will not indemnify You in respect of

- (i) temporary repairs carried out without Our consent.
- (ii) the cost of any alterations, additions, improvements or overhauls carried out when any repair is undertaken.

Our Rights

If Damage occurs which may lead to a claim, We may take possession of, or require to be delivered to Us Plant or Machinery which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not indemnify You in respect of Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements.
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

Suspension of Cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

Average Condition

If at the time of the Damage the value of the Property Insured declared to us and on which the premium has been calculated is less than the new replacement value of the Property Insured You will

- (a) be responsible for the difference
- (b) bear a proportionate part of the loss.

Asset Protection Engineering

Endorsements

This Section extends to include the following Endorsements.

All Installed Plant or Machinery – Excluded Items

The following Plant or Machinery are excluded from the indemnity provided under this item

- (a) data processing, accounting or office machinery
- (b) experimental or prototype machinery
- (c) any vehicle or self-propelled Plant or Machinery other than purpose built lifting and handling machinery which does not require a road fund licence or certificate of motor insurance.

Asset Protection – Employee Dishonesty

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply

Cheque

Cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a fixed amount which is shown on the document.

Cheque Fraud

Any act of Forgery or fraudulent alteration of, on or in any Cheque made or drawn by You against an account You hold with a financial institution located within the Geographical Limits to pay a specified third party or purporting to have been made or drawn as set out above.

Computer Fraud

The intentional taking of tangible property other than Money by fraudulent use of computer hardware, systems, software or program operated by You.

Discovery

When any director, trustee, governor, officer, department director, senior manager or equivalent of Yours (who is not In Collusion with a dishonest Employee) first becomes aware of any act, event or matter which would cause a reasonable person to believe that a crime had occurred which could give rise to a loss under this Section regardless of whether the exact amount or circumstances of the loss have been established.

Discovery also occurs when any director, trustee, governor, officer, department director, senior manager or equivalent of Yours receives notice of an actual or potential claim against You alleging facts that if true would constitute a loss covered by this policy.

Discovery Period

The period of 60 days commencing on the Termination Date.

Electronic Instructions

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

Employee

- (1) Any person who is a member of Your board of governors or trustees or equivalent management board.
- (2) Any person under a full time, part time or temporary contract of service or apprenticeship with You in connection with The Organisation and whom You remunerate by salary, wages or commissions and have the right to govern and direct in the performance of such service.
- (3) Any person while working under Your control in connection with The Organisation who is
 - (a) under a work experience or training scheme
 - (b) working exclusively for You and for no other party under a contract for services as a consultant having previously been employed by You
 - (c) supplied to You by any agency furnishing temporary personnel on a temporary or contingent basis
 - (d) a volunteer directly engaged by You.
- (4) Any person included in (1), (2) or (3) above for a period not exceeding 30 days immediately following the termination of such person's services.

Asset Protection – Employee Dishonesty

Facsimile Instruction

Instructions sent from a facsimile or other machine which scans a document, sends it electronically over a telephone or other telecommunications network so that a facsimile can be printed on receipt, to a bank or financial institution at which You hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from Your account to the account of a third party.

Forgery/Forged

The signing of the name of one person by another person with the intent to deceive but not

- (1) the signing of a person's name signed by that person with or without authority in any capacity for any purpose, or
- (2) genuinely signed instruments which are false as to contents, or
- (3) a Fraudulent Incoming Payment Request or Fraudulent Mandate Change Instruction

Mechanically or electronically produced or reproduced signatures shall be deemed to be hand-written signatures.

Funds Transfer Fraud

Electronic Instructions, Facsimile Instructions, Telephone Instructions or Written Instructions which purport to have been sent, issued, given or transmitted by You but were in fact fraudulently sent, issued, given or transmitted by someone else without your knowledge or consent.

Geographical Limits

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

Improper Gain

Improper financial benefit

- (1) to the Employee, or
- (2) to any other person or organisation intended by that Employee to receive such benefit.

Salaries, commission, fees or other benefits earned or paid in the normal course of employment or service are not improper financial benefits.

In Collusion

Where two or more people are involved or implicated together or where they assist each other materially.

Inadvertent Breach

Any failure by any Employee to comply with any part of Your Procedures which was without Your knowledge or consent or the knowledge or consent of any of Your Principals or other officers but only if You can conclusively demonstrate that You

- (1) had communicated the relevant Procedures in writing to all Employees in Roles With Responsibility, and
- (2) **instructed** all Employees in Roles With Responsibility of their duty to comply with and ensure compliance with Your Procedures.

Insured Party

You and the entities detailed in Clause 4 entitled 'Other Parties having the benefit of Cover' and any other entities named on The Schedule.

Asset Protection – Employee Dishonesty

Insured Property

Money or other property

- (1) belonging to You, or
- (2) owned by another for which You have taken physical control and are legally responsible.

Investigation Costs

Independent investigation costs, incurred by You solely to substantiate the cause and amount of loss, but not costs paid by You for salaries, wages or any similar expenditure.

Member of Staff

Any person under a full time, part time or temporary contract of service or apprenticeship with You in the ordinary course of Your business and whom You remunerate by salary, wages or commissions and have the right to govern and direct in the performance of such service.

Money

The policy definition of Money and monetary balances held to Your credit by a financial institution.

One Claim

All loss or losses caused by any Employee or any other person or in which the Employee or other person is acting In Collusion either resulting from a single act, event or occurrence or any number of acts, events or occurrences irrespective of when they occur and who suffers the loss.

Payment Recipient

An individual, company or organisation who is engaged by You under a written or electronic contract to provide goods or services to The Business and in return receives payment from You.

Principal

Any person who is an owner, partner, director or trustee who is not also a Member of Staff in some other capacity.

Procedures

The Controls and Reference Procedures.

Reference Date

The earlier of

- (1) the commencement date of the Section Period
- or
- (2) the commencement date of any previous section, policy or cover issued by any Aviva Group Company and in respect of which Extension Interlocking Clause, is in force.

Asset Protection – Employee Dishonesty

Reference

Written or fully documented verbal references obtained directly from (1) to (4) below in respect of Members of Staff engaged on or after the Reference Date and for the period of two years immediately preceding the commencement of employment of the Member of Staff with You

- (1) previous employers in respect of any period(s) of employment confirming the dates and honesty of the Member of Staff.

Where the previous employer is no longer trading We will accept confirmation of the dates of employment from the administrator, liquidator or equivalent as a reference. If this is unavailable We will accept a copy of some form of independent evidence of the dates of employment (e.g. payslips, P60) which may be received directly from the Member of Staff.

Where the previous employer is HM Forces We will accept as a reference a copy taken by You of the original discharge papers received from the Member of Staff showing the dates of service.

- (2) the accountant or solicitor or a professional person with relevant knowledge in respect of any period(s) of self employment confirming the dates and honesty of the Member of Staff.
- (3) the school, college etc. in respect of any period(s) of full-time education confirming the dates and not indicating dishonesty by the Member of Staff.
- (4) the Job Centre or equivalent in respect of any period(s) of unemployment of the Member of Staff including confirmation of the dates.

Reference Procedures

Your procedures to obtain References.

Role With Responsibility

Any role to which any of the following applies

- (a) that involves handling Money, payments, orders, statements of account or stock.
- (b) that involves having update and amendment access to accounting and stock recording systems.
- (c) in Your accounts, information technology, information systems or computer departments.
- (d) with a supervisory, management or directorial content.

Role Without Responsibility

Any role which is not a Role with Responsibility.

Reinstatement of Data Costs

The cost of reinstating Data if such Data was damaged, destroyed, erased or stolen excluding costs arising

- (1) as a result of the reconstitution of Data recorded on magnetic or optical media if there are no analysis files specifications or backups of Data, or
- (2) as a result of the reconstitution of Data if illegal copies of programs are knowingly used by You to do so, or
- (3) to render the information usable by replacement processing equipment, or
- (4) to design, update or improve Data.

Retroactive Date

The date which this Section was first incepted, or where equivalent cover to that provided under this Section has been continuously maintained in full force and effect prior to the inception of this Section, the date which first applied to such equivalent cover.

Section Period

In respect of the cover or any applicable extension, the entire period during which the cover or extension remains in force, from its inception to its Termination Date irrespective of the number of years or Periods of Insurance involved.

Asset Protection – Employee Dishonesty

Subsidiary Company

Any company or other entity which You own more than 50% of and over which You retain management control.

Telephone Instructions

Person to person verbal instructions over a telephone or telecommunications network made to a bank or financial institution at which You hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from Your account to the account of a third party.

Termination Date

The date upon which cover ceases under this Section or in respect of any part of the cover the earlier date upon which cover ceases for that part.

The Controls

The fraud control procedures carried out by You as noted in The Schedule.

Written Instructions

Original written instructions signed in accordance with Your appropriate bank mandate issued to a bank or financial institution at which You hold an account directing them to make a payment using an electronic fund transfer system for a fixed amount from Your account to the account of a third party including instructions to make one payment, payments at specified intervals or under specified conditions.

Cover

We will indemnify You in respect of

- (1) loss of Insured Property which You sustain solely and directly as a result of any acts of fraud or dishonesty by any of Your Employees. Such acts of fraud or dishonesty must
 - (a) occur after the Retroactive Date
 - (b) be committed with the clear intention of making, and which results in, Improper Gain, and
 - (c) be Discovered by You during the Period of Insurance (or any applicable Discovery Period).
- (2) Investigation Costs in connection with a loss which is covered by this Section which are incurred with Our prior written consent.
- (3) Reinstatement of Data Costs in connection with a loss which is covered by this Section which are incurred with Our prior written consent.

The maximum amount We will pay in the event of a claim is shown under Clause 1, entitled 'Our Liability'.

The amount of any payment will be determined in accordance with Clause (11), entitled 'Basis of Settlement'.

Cover Extensions

The following Extensions apply

A. Third Party Computer and Funds Transfer Fraud Extension

We will indemnify You in respect of loss sustained by You solely and directly as a result of Computer Fraud or Funds Transfer Fraud. Such loss must

- (a) occur after the Retroactive Date, and
- (b) be Discovered by You during the Period of Insurance (or any applicable Discovery Period).

Asset Protection – Employee Dishonesty

Exceptions to Third Party Computer & Funds Transfer Fraud Extension

The following Exceptions apply to this Extension in addition to the Section Exceptions and Policy Exceptions at the back of this Policy.

We will not indemnify You in respect of

- (1) loss caused by any Employee alone or in which any Employee is acting In Collusion
- (2) loss caused by any contractor or agent or other third party alone or acting In Collusion granted access to computer hardware, systems, software or program operated by You
- (3) loss of computer time or use.

B. Cheque Fraud Extension

We will indemnify You in respect of loss You sustain solely and directly as a result of Cheque Fraud. Such loss must

- (a) occur after the Retroactive Date, and
- (b) be Discovered by You during the Period of Insurance (or any applicable Discovery Period).

We will also indemnify you under this Extension for reasonable legal fees, costs and expenses incurred by You with Our written consent in defence of any proceedings brought to enforce payment as a result of Your refusal to pay or honour any Cheque on the basis that it is Forged or fraudulently altered.

Exceptions to Cheque Fraud Extension

The following Exception applies to this Extension in addition to the Section Exceptions and Policy Exceptions at the back of this Policy.

We will not indemnify You in respect of loss caused by any Employee alone or in which any Employee is acting In Collusion.

C. Discovery Period

Should We decline to offer any terms for renewal of this policy or You decide not to renew or extend this policy, then You will automatically have a Discovery Period during which time You may continue to notify Us of any Discovery of loss, but only in respect of losses caused by an act committed prior to the expiry of the Period of Insurance or earlier termination.

The Discovery Period provided under this Extension shall terminate immediately upon the commencement date of any similar insurance policy obtained by You that covers (or but for the existence of this policy would cover) the loss in whole or in part.

D. Fraudulent Incoming Payment Request and Fraudulent Mandate Change Instruction

We will cover You in respect of loss sustained by You solely and directly as a result of having acted upon:

- (1) a payment request that
 - (a) is receive in the normal course of The Business and upon which You would ordinarily act and rely; and
 - (b) is in electronic, written or printed form, including facsimilie; and
 - (c) purports to have been sent or communicated from one of Your Payment Recipients: and
 - (d) directs You to make payment for goods or servces rendered by the transfer of Money: and
 - (e) has been fraudulently issued with the intent to deceive You, without the knowledge and consent of such Payment Recipient.
- (2) any instruction that
 - (a) is receive in the normal course of The Business and upon which You would ordinarily act and rely; and
 - (b) is in electronic, written or printed form, including facsimilie; and

Asset Protection – Employee Dishonesty

- (c) purports to have been sent or communicated from one of Your Payment Recipients: and
 - (d) directs You to change a direct debit, standing order or bank transfer mandate: and
 - (e) has been fraudulently issued with the intent to deceive You, without the knowledge and consent of such Payment Recipient
- which prior to being acted upon has been subject of the following tests.
- (i) You must validate any instruction to make payment for goods or services rendered by the transfer of Money and/or to change a direct debit, standing order or bank transfer mandate, by contacting an employee at the Payment Recipient, who is independent of the individual who has made such instruction; and
 - (ii) You must not rely on the contact details supplied in such instruction to seek such validation, but instead use contact details held on file.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) loss caused by any Employee or in which any Employee is acting In Collusion
 - (a) who You do not have the right to supervise and direct.
 - (b) subsequent to Discovery by You of actual or suspected dishonesty by that Employee
 - (c) whose normal place of employment or service is outside the Geographical Limits
 - (d) who You are unable to identify by name
 - (e) who at the time of the loss legally or beneficially controls more than 5% of Your share or other capital.
- (2) loss, the proof of which is dependent upon an inventory calculation or a profit and loss calculation alone.
- (3) loss of a consequential nature including but not limited to loss of potential income interest and dividends and additional expenditure based on incorrect figures and reports.
- (4) penalties and fines.
- (5) loss covered by the Additional Covers under the Property Damage Section Money and Assault except for any amount in excess of such Additional Covers,
- (6) Loss sustained as a result of You willingly having given or surrendered Money, Securities or Insured Property, by way of any exchange, sale or purchase but this exception shall not apply to the extent that
 - (a) You were induced to give or surrender Money, Securities or Insured Property to a Third Party as a direct result of
 - (i) Forgery, or
 - (ii) Counterfeiting, or
 - (iii) a Fraudulent Incoming Payment Request which was tested
 - (iv) a Mandate Change Instruction which was tested, or
 - (v) fraudulent alteration of any Money, Securities or other instruction on which You have acted or reliedor
 - (b) the exchange, sale or purchase was made by an Employee (whether acting alone or In Collusion with a Third Party) at an undervalue (or, in the case of a purchase, at an over value) without Your consent and in circumstances that would constitute an internal crime.

Asset Protection – Employee Dishonesty

Clauses

The following Clauses apply to this Section and any Extension applicable

(1) Our Liability

- (a) Our maximum liability in respect of One Claim, including any Investigation Costs and Reinstatement of Data Costs, is the Limit of Indemnity shown in The Schedule.
- (b) Our liability applies in excess of the total amount of the Excess applicable to any claim.
- (c) If, in the event of a claim, You are unable to produce References for a Member of Staff or every Member of Staff acting In Collusion Our maximum liability will be the lowest of
 - (i) 10% (one tenth) of the Limit of Indemnity shown in The Schedule
 - (ii) 10% (one tenth) of any lower limit applicable to the claim
 - (iii) £50,000.
- (d) Our maximum liability in respect of Cover item (2), Investigation Costs, is 10% (one tenth) of the total payment otherwise agreed under a claim subject to a maximum of £10,000.

(2) Non-Accumulation of Liability

If a claim results from acts of fraud or dishonesty committed in more than one Period of Insurance the Limit of Indemnity does not accumulate. All such acts will form part of One Claim and the most We will pay for all acts no matter in which Period of Insurance they were committed. The maximum amount payable will be the Limit of Indemnity shown in The Schedule.

(3) Application of The Excess

- (a) The Excess will apply to each claim under this Section.
- (b) Where part of a loss is covered under this Section and part under a policy held by You which predates this Section, the Excess applicable to the loss under this Section shall be reduced by the excess or deductible actually applied to the loss under such prior policy.

(4) Other Parties having the benefit of Cover

You will be indemnified under this Section against loss sustained by any Subsidiary Company but only if it complies with all other terms and conditions of this Section and policy, and

- (i) is listed in The Schedule, or
- (ii) Your details, provided to enable Us to assess the risk, include details in respect of all Subsidiary Companies.

The Employees of any Subsidiary Company will be deemed to be Your Employees and You will be responsible for ensuring compliance with all such terms and conditions.

(5) Section Replaces Previous Cover With Us

If this Section replaces any previous section, policy or cover, issued by an Aviva Group Company, the indemnity given by this Section will be in continuation of and not in addition to the indemnity given by the previous section, policy or cover.

(6) Clarification of You/Your/The Policyholder

Regardless of how You are described in The Schedule all Insured Parties will be treated as a whole, are a single insured and the individual, company, organisation or other entity whose name appears first in The Schedule will act for all Insured Parties whether they are named in The Schedule or not.

Asset Protection – Employee Dishonesty

(7) Knowledge Possessed

Knowledge possessed by any director, partner, trustee or other officer of any Insured Party will constitute knowledge possessed by You.

(8) Multiple Insured Parties Involved

- (a) Our aggregate liability for loss or losses sustained by one or more Insured Party will not exceed the amount for which We would be liable if all losses had been sustained by one of them.
- (b) We will not be liable for loss sustained by one or more Insured Party to the advantage of any other Insured Party.

(9) Compliance with The Controls & Reference Procedures

We will not be liable to pay any claim if You have not complied with and operated any one or more of The Controls and the Reference Procedures which is material to any part of that claim.

(10) Recoveries

If any amounts are recovered they will be distributed first to cover the costs of recovery then to You for the amount of Your loss in excess of the Limit of Indemnity then to Us for the amount paid under the claim and then to You for the amount of The Excess.

(11) Basis of Settlement

We will not be liable for more than

- (a) the lesser of
 - (i) the market value of securities on the business day immediately preceding the day on which the loss is Discovered
 - (ii) the cost of replacing the securities.
- (b) the equivalent in UK currency of any other currency calculated at the rate of exchange applicable on the date of settlement. All payments hereunder will in the currency normally used by Us in respect of Our business in the UK.
- (c) the cost of labour for the transcription or copying of electronic data, which You will provide, in order to reinstate such data.
- (d) in respect of loss of other property the lesser of
 - (i) the value at the date of the loss
 - (ii) the cost of repairing or replacing the property with property of a similar quality and value.

(12) Claims Procedure

- (a) Paragraph (b) of Policy Condition (4) Claims Procedure will not apply to losses sustained under this Section.
- (b) A written claim as specified in paragraph (c) of Policy Condition (4) Claims Procedure will always be required and We will not be liable unless You additionally
 - (i) include the name and address of every Employee, and
 - (ii) include all references obtained in respect of every Employee, and
 - (iii) make available to Us for inspection the personnel or human resources file of every Employee involved or whom You accuse of involvement in any loss whether acting alone or acting In Collusion.

Asset Protection Contract Works

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Contract

Any contract or agreement entered into by You to carry out work in the course of The Organisation where the estimated Maximum Contract Price does not exceed the amount stated in The Schedule.

Contract Site

- (1) A site within the Territorial Limits at which You are carrying out work under a Contract,
or
- (2) the site address stated in The Schedule if cover applies to a specific Contract.

Damage

Physical loss, destruction or damage.

Employees' Tools

Employees' tools and personal belongings while on or adjacent to any Contract Site and in transit between Your premises and the Contract Site other than

- (1) motor vehicles
- (2) gold or silver articles
- (3) watches or jewellery
- (4) Money.

Estimated Original Contract Price

The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract or Works.

Existing Structures

Any property (including fixtures, fittings and contents) which, prior to the commencement of any Contract, forms part of any structure.

Free Issue Materials

Materials for incorporation into the Contract

- (1) issued free to You by or on behalf of Your Employer and
- (2) for which You are responsible under the conditions of the Contract

the value of which will not be included in the final valuation of the Works carried out or the final contract price and which are not otherwise excluded from this Section.

Hired in Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings hired in by You for use in connection with any Contract while anywhere within the Territorial Limits including transit other than by sea or air.

Maintenance Period

The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.

Asset Protection Contract Works

Maximum Contract Price

The maximum price of any Contract for which We will provide indemnity as stated in The Schedule.

Practical Completion

Works which are

- (1) completed,
or
- (2) complete except for the prospective buyer's or tenant's choice of decorations or final fitments.

Property Insured

Works, Your Plant and Hired in Plant which You own or are responsible for as stated in The Schedule.

Territorial Limits

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

Works

- (1) Temporary or permanent works completed or to be completed as part of any Contract
and/or
- (2) materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by sea or air.

Your Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings owned by You, while anywhere within the Territorial Limits including transit other than by sea or air.

Cover

We will indemnify You in respect of Damage to the Property Insured during the Period of Insurance and within the Territorial Limits.

The maximum that We will pay in respect of any one occurrence which gives rise to a claim under this Section is

(1) Works

(Which includes any liability We may have in respect of the cover provided under the Clauses) 125% of the Estimated Original Contract Price including the value of Free Issue Materials in respect of any Contract or Works.

We will have no liability under this Section where the Estimated Original Contract Price plus the value of Free Issue Materials exceeds the Sum Insured stated in The Schedule at the time of Damage.

(2) Your Plant

The Sum Insured stated in The Schedule at the time of Damage.

(3) Hired in Plant

The Sum Insured stated in The Schedule at the time of Damage

Asset Protection Contract Works

(4) Employees' Tools

The Sum Insured stated in The Schedule at the time of Damage.

The maximum that We will pay in respect of any one Employee is the limit stated in The Schedule.

Clauses

The following clauses apply to this Section

Additional Interests

We will, to the extent required by the conditions of the Contract, include the interest as joint insured of any

(1) employer,

or

(2) contractor.

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

Consecutive Damage

Damage to Property Insured at any one Contract Site during a period of 72 consecutive hours caused by

(1) earthquake

(2) storm, flood or other water damage

(3) subsidence or collapse

will be considered for the purpose of applying any Excess as one occurrence of Damage.

Continuing Hire Charges

We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any item of Hired in Plant insured under this Section.

Damage to Security Devices

If the attempted theft of any vehicle included within Your Plant or Hired in Plant results in Damage only to the vehicle immobiliser, locating, tracking or other security device, We will apply a reduced Excess of £50.

Debris Removal

We will indemnify You in respect of the costs and expenses that You incur, with Our consent, for

(1) removing debris

(2) dismantling or demolishing

Asset Protection Contract Works

- (3) shoring up or propping
- (4) clearing or repairing drains or service mains following Damage to Property Insured.

The maximum that We will pay in respect of any one loss is 25% of the Estimated Original Contract Price.

We will not indemnify You in respect of costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it.
- (2) arising from pollution or contamination of property not insured under this Section.
- (3) more specifically insured.

Dwellings

All Contracts or Works solely concerned with the erection of private dwellings not exceeding four storeys in height are insured under this Section irrespective of the Estimated Original Contract Price of such Contracts.

The maximum that We will pay in respect of any one loss is 125% of the Sum Insured in the description of the Contract or Works in The Schedule.

European Union and Public Authorities

Following Damage to Works, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (1) European Union Legislation
- (2) Act of Parliament
- (3) Bye laws of any public authority.

We will not indemnify You in respect of

- (1) costs incurred
 - (a) in respect of Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated period
 - (d) in respect of property or parts of the property, other than foundations

(unless foundations are specifically excluded) which have not suffered Damage.

- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement, repair or replacement

- (a) must begin and be carried out as quickly as possible.
- (b) may be carried out on another site if necessary provided this does not increase Our liability.

If Our liability under this Section is reduced by the application of any terms of this policy, Our liability under this clause will be similarly reduced.

The maximum We will pay under this clause in respect of any one Contract is the Sum Insured as stated in The Schedule.

Asset Protection Contract Works

Expediting Expenses

We will indemnify You in respect of the reasonable costs and expenses that You incur for

- (1) overtime
- (2) night work
- (3) work on public holidays
- (4) special delivery

to reinstate or repair Property Insured following Damage.

The maximum that We will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

Free Issue Materials

The Works will include any Free Issue Materials provided You include their value in

- (1) the contract price of any Contract
- (2) the declaration required by the Adjustment of Premium Condition of this Section.

Immobilised Plant

We will indemnify You in respect of necessarily incurred costs for the withdrawal or recovery of Your Plant or Hired in Plant accidentally immobilised on or adjacent to any Contract Site.

We will not pay for withdrawal or recovery required as a result of the breakdown of Your Plant or Hired in Plant.

Incidental Hiring of Plant

We will indemnify You in respect of Damage to any item of Your Plant while it is hired or loaned to a third party.

The maximum that We will pay in respect of any one loss is £25,000.

Indemnity to Sub-Contractors

We will, to the extent required by contract conditions, provide indemnity to nominated or domestic sub-contractors in respect of Damage to the Property Insured.

Locating and Tracking Devices

We will not apply an Excess in respect of theft of a vehicle which is

- (1) insured under Your Plant or Hired in Plant and
- (2) fitted with an activated operational locating/tracking device of a type approved by Us.

Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as Your Plant or Hired in Plant is lost or stolen, We will indemnify You in respect of the cost of replacing the cylinder of the lock.

The maximum that We will pay in respect of any one loss is £500. We will not indemnify You in respect of the first £50 of each claim.

Asset Protection Contract Works

Off-Site Storage

The Works includes materials, anywhere within the Territorial Limits, separately stored and identified for inclusion in any Contract.

The maximum that We will pay in respect of any one loss is either

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions
or
- (2) where materials have not been included in an interim certificate under any standard printed contract conditions
 - (a) £50,000,
or
 - (b) £25,000 for non-ferrous metals provided they are stored in a securely locked container or building,
or
 - (c) 15% of the Estimated Original Contract Price whichever is the lower.

Professional Fees

We will indemnify You in respect of professional fees necessarily incurred in reinstating, repairing or replacing the Works following Damage.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim.

Redrawing Plans or Documents

We will indemnify You in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage.

The maximum that We will pay in respect of any one loss is £25,000.

Show Properties

We will indemnify You in respect of Damage to show properties including their contents.

The maximum that We will pay in respect of the contents of any one show property is £35,000.

Speculative Building

We will indemnify You in respect of Damage to any private dwelling You have erected on a speculative basis.

This indemnity will cease on

- (1) the date You sell, lease or rent the property, or
- (2) 180 days from Practical Completion whichever is the earlier.

Taken Into Use

We will indemnify You in respect of Damage to any part of the permanent Works taken into use as private dwellings or offices.

This indemnity will cease when

- (1) a certificate of completion has been issued, or
- (2) the permanent Works have been completed and handed over to Your employer.

Asset Protection Contract Works

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) Damage to any part of the permanent Works
 - (a) for which a certificate of completion has been issued, or
 - (b) which has been completed and handed over to Your employer, or
 - (c) taken into useunless the Damage occurs
 - (i) during the Maintenance Period but is caused before the beginning of the Maintenance Period, or
 - (ii) while You are carrying out Your obligations under the Maintenance Period, or
 - (iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract.
- (2) Damage as a result of
 - (a) gradual deterioration or wear and tear
 - (b) rust or mildew.
- (3) repair to or replacement of any item of Your Plant or Hired in Plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.
- (4) Damage to
 - (a) Existing Structures
 - (b) Money
 - (c) any mechanically propelled vehicle, including any trailer attached, licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of trade
 - (d) any aircraft or waterborne vessel
 - (e) property for which You are relieved of responsibility by the conditions of the Contract.
- (5) Damage
 - (a) by disappearance or shortage discovered only when an inventory is taken
 - (b) which is not traceable to an event.
- (6) Damage caused by pollution or contamination other than that of or to the Property Insured.
- (7) liquidated damages, fines or any other penalties under contract for delay or non-completion.
- (8) consequential loss or damage of any kind.
- (9) the cost of normal upkeep or making good.

Asset Protection Contract Works

(10) Damage to and the cost necessary to reinstate or repair

- (a) Property Insured which is in a defective condition due to a defect in
 - (i) design, plan or specification
 - (ii) materials
 - (iii) workmanship

of or of any part of that Property Insured.

- (b) other Property Insured to enable the reinstatement or repair of Property Insured excluded by (a) above.

This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a result.

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that Property Insured.

(11) the Excess/Excesses.

(12) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

Terrorism shall mean

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any Territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action suit or proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

(13) the theft of unfixed non-ferrous metals of any description unless at the time of theft

- (a) an authorised Employee or agent of The Policyholder is actually on site, or
- (b) such property is contained in a securely locked container or building.

Asset Protection Contract Works

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy

Adjustment of Premium

If the premium is based on estimates You have supplied You must

- (1) keep accurate records (which We may require to examine) of all relevant information.
- (2) submit a declaration within one month after the expiry of the Period of Insurance so that the premium can be calculated and (subject to any minimum premium requirements) any difference paid by or to You.

Cessation of Work

If, for whatever reason, construction work at the Contract Site is suspended or stopped, You must notify Us within 30 days of the suspension or stoppage.

We may at Our option

- (i) modify Your premium
- (ii) amend the terms and conditions of this Section
- (iii) require You to make alterations to the Contract Site and/or the Works
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation.

If, in the event of any claim for Damage, You have failed to advise Us that construction work at the Contract Site has been suspended or stopped, and the suspension or stoppage has been in excess of 30 days, We may at Our option, avoid the claim.

Diminution of Damage

You shall carry out and permit any action which may be reasonably practicable to diminish Damage and, at Our request and expense, comply with and co-operate in any measures that may be reasonably required.

Revenue Protection Business Interruption

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and the Definitions within the Cover Specifications below and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply

Damage

Physical loss, destruction or damage.

Indemnity Period

The period during which The Organisation results are affected due to the Damage, beginning with the date of the Damage and ending no later than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Extension or Additional Contingency.

Notes

- (1) All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
- (2) Any adjustment made for current cost accounting will be ignored.

Cover

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Organisation resulting from

- (i) Damage to property used by You at The Premises for the purpose of The Organisation occurring during the Period of Insurance caused by any of the following Contingencies and
- (ii) provided that such Damage is not excluded by the Property Damage - All Risks Section of this policy.

Contingency - All Risks is applicable unless stated otherwise in the Schedule.

Contingency - Subsidence applies only if stated as Insured in the Schedule.

All Clauses, Extensions and Additional Contingencies apply unless stated otherwise in the Schedule.

The maximum We will pay in respect of any one claim is

- (a) for any Item, the Sum Insured stated in The Schedule
- (b) in aggregate, the Total Sum Insured unless stated otherwise in the Cover Specification.

Contingencies

All Risks

- (1) Any Damage not excluded by the terms of the Property Damage - All Risks Section of this policy and

Revenue Protection Business Interruption

(2) Damage not otherwise excluded by the terms of the Property Damage - All Risks Section of this policy caused by Defined Contingencies (1) to (12) to

- (a) boilers on The Premises
- (b) glass, china, earthenware, marble or other fragile objects
- (c) vehicles licensed for road use including accessories on or attached to them
- (d) caravans or trailers
- (e) railway locomotives or rolling stock
- (f) watercraft or aircraft
- (g) property in the course of construction including materials for use in the construction
- (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
- (i) livestock
- (j) growing crops or trees.

Subsidence

Subsidence or ground heave of the site of The Premises or landslide.

Conditions

Alteration

We will not indemnify You under this Section if

- (a) any Policyholder
 - (i) agrees a composition or arrangement with creditors or
 - (ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act) or
 - (iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator or
 - (iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Organisation duly appointed or
 - (v) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.
- (b) Your interest ceases otherwise than by Your death. However, We will indemnify You if We agree otherwise in writing.

Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Organisation or to avoid or minimise any Damage
- (b) at Your expense, provide Us with
 - (i) details of your claim and

Revenue Protection Business Interruption

- (ii) details of other insurances covering the Damage within 30 days after the expiry of the Indemnity Period or such further time that We may allow and
 - (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

Index Linking - Renewal

The amounts insured will be adjusted for movements in the Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion. In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage
and
- (2) (i) payment has been made or liability admitted for such Damage or
(ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

Subrogation Rights Waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are Yourself a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the Damage.

Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
However, We will indemnify You in respect of
 - (a) such Damage which itself results from a cause not otherwise excluded
 - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.

Revenue Protection Business Interruption

- (3) any Damage resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
- (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (4) any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with
- (i) Virus or Similar Mechanism,
 - (ii) Denial of Service Attack,
 - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Organisation at The Premises caused by or resulting from Defined Contingencies (1) to (13) which is not otherwise excluded.

Extensions

The insurance by this Section in respect of Revenue or Insured Profit, is extended to include Damage during the Period of Insurance

- (1) at the premises or situations
- or
- (2) to the property

described below by any Contingency stated in The Schedule as applying to such premises, situations or property, which results in interruption or interference with The Organisation.

The maximum We will pay under each Extension in respect of any one loss will be the amount stated below as the Limit unless otherwise stated in The Schedule.

The amounts or limits stated below are inclusive of any amounts payable under the provisions of any clauses stated in The Schedule.

Revenue Protection Business Interruption

Unspecified Suppliers

Any premises of Your contracted suppliers of goods and/or services within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

Limit £250,000.

Unspecified Customers

Any of Your customers' premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Limit £250,000.

Property Stored

Your property while stored in any premises, not occupied by You, within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Limit £250,000.

Transit

Your property while in transit by road, rail or inland waterway all in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Limit £250,000.

Contract Sites

Any situation within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man where You are carrying out a contract.

Limit £10,000.

Exhibition Sites

(a) Any situation where You are exhibiting or are contracted to exhibit goods or services or holding a fund raising event

(b) Your property at or while in transit to or from any such situation in the European Economic Area.

We will also pay any costs or expenses You have necessarily and reasonably incurred in connection with the exhibition which You cannot otherwise recover.

Limit £100,000.

Prevention of Access

Property within one mile of the boundary of The Premises which physically prevents or restricts access to or use of The Premises.

We will not indemnify You for any interruption or interference lasting less than 12 consecutive hours.

Loss of Attraction - Unspecified

Property or premises within one mile of the boundary of The Premises, which directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Organisation.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this extension.

We will not indemnify You for any interruption or interference lasting less than 12 consecutive hours.

Limit £10,000.

Revenue Protection Business Interruption

Second hand and Donated Stock and Materials in Trade

Stock and Materials in Trade at The Premises which is second-hand or has been donated to You (whether or not such Stock and Materials in Trade is replaced).

We will indemnify You up to the potential revenue which would otherwise be earned by You from such second-hand or donated Stock and Materials in Trade, based on Your sales records and accounts for the same 12 month period.

The maximum We will pay by this extension will not exceed the Sum Insured stated under the Stock and Materials in Trade item under the Property Damage and/or Theft section on the Schedule.

Limit £10,000.

Outsourced Administrative Service Providers

We will indemnify You in respect of the additional costs as may be reasonably and necessarily incurred by You with Our consent as a result of Damage arising from an Insured Contingency to the premises and/or the plant and machinery of any Administrative Service Provider within the Territorial Limits which results in them not delivering the contracted service to The Organisation subject to the Maximum Indemnity Period in respect of such costs.

The maximum We will pay in respect of any one Period of Insurance is £50,000 or as stated in The Schedule.

We will not indemnify You in respect of

- (1) any interruption or interference with The Organisation arising from the failure by the Administrative Service Provider lasting less than 12 hours
- (2) Denial of Service Attack
- (3) Virus or Similar Mechanism
- (4) Damage at any premises of suppliers of electricity, gas, water or telecommunication services
- (5) such costs recoverable under contract from the Administrative Service Provider
- (6) any loss, interference or interruption with The Organisation under this Extension in respect of any Administrative Service Provider who are not under contract with You
- (7) any such amounts more specifically insured.

*Additional **Definitions** in respect of this Extension only*

Administrative Service Provider

Services provided to You for a fee under contract and which undertakes all or part of such clerical activities required for The Business to operate and not undertaken by Your own employees including but not limited to wage and salary management, information technology and telecommunication help desks, human resources, legal advice, sales and marketing.

Insured Contingency

Where such services provided are undertaken at an Administrative Service Provider's premises located outside of England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, Defined Contingencies will be restricted to

- (1) fire
- (2) lightning
- (3) explosion.

Maximum Indemnity Period

Six months.

Territorial Limits

Anywhere in the World.

Revenue Protection Business Interruption

Additional Contingencies

The insurance by this Section in respect of Revenue or Insured Profit, is extended to include interruption or interference with The Organisation during the Period of Insurance, which results from the Additional Contingencies described below.

The maximum We will pay under each Additional Contingency in respect of any one loss will be the amount stated below unless otherwise stated in The Schedule.

Provided that

- (1) the Additional Contingencies to not apply in respect of Business Interruption Extensions
- (2) the amounts or limits stated below or in The Schedule are inclusive of any amounts payable under the provisions of any clauses.

Death or Adverse Publicity of a Patron

- (1) The death of Your Patron before the age of 70.
- (2) Your Patron being
 - (a) investigated for, accused of committing or charged with any criminal act or offence
 - (b) the subject of any Adverse Publicity.

The maximum We will pay in respect of any one Period of Insurance is £25,000.

We will not indemnify You in respect of

- (1) death of Your Patron caused by or resulting from a pre existing medical condition
- (2) Adverse Publicity caused directly as a result of activities or actions of The Organisation
- (3) Adverse Publicity unless appearing in media as stated in the definitions.

*Additional **Definitions** applicable to this Additional Contingency only*

Adverse Publicity

Harmful damaging and negative information concerning the individual which has been disseminated through television, newspapers, radio and electronic media to attract public notice.

Criminal Investigation

An investigation into an activity which has the potential to be punishable by law and is forbidden by statute.

Indemnity Period

The period during which The Organisation results are affected due to the death or Adverse Publicity of Your Patron starting from the date

- (1) Your patron dies
- (2) Any Criminal Investigation commences
- (3) Any Adverse Publicity outside Your control appears in the media and ending no later than the Maximum Indemnity Period.

Maximum Indemnity Period

Three months.

Patron

An authorised figurehead who is recognised by The Organisation as a Patron and uses their name to regularly raise awareness, financial contributions or obtain help from the public to benefit the aims of The Organisation.

Revenue Protection Business Interruption

Action by Police, Government or Other Competent Authority

The prevention or restriction of access to, or closure of, The Premises, by any Police, Government or other competent Authority, due to an emergency event within one mile of the boundary of The Premises that causes or threatens a danger or disturbance.

We will not indemnify You

- (1) in respect of any action taken in controlling, preventing or suppressing the spread of any disease.
- (2) in respect of any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission.
- (3) for any interruption or interference lasting less than 12 consecutive hours.

The provisions of any Automatic Reinstatement Clause does not apply in respect of this Additional Contingency.

Limit £10,000.

Failure of Electricity Supply

The accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £250,000, unless any other limit is shown in The Schedule for Failure of Electricity Supply.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of electricity
- (2) caused by the exercise of any supplier of electricity's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any generating station or sub-station of Your supplier(s) of electricity, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

Failure of Gas Supply

The accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £250,000, unless any other limit is shown in The Schedule for Failure of Gas Supply.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of gas
- (2) caused by the exercise of any supplier of gas's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of
 - (a) Your supplier(s) of gas
 - and
 - (b) any natural gas producer directly linked to Your supplier(s) of gas, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Revenue Protection Business Interruption

Failure of Water Supply

The accidental failure of Your supply of water at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £250,000, unless any other limit is shown in The Schedule for Failure of Water Supply.

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supplier of water
- (2) caused by the exercise of any supplier of water’s power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) caused by drought or other weather conditions unless equipment has been damaged
- (5) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (6) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide

- (1) A Specified Disease occurring at The Premises or within five miles of the boundary of The Premises,
- (2) Any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises,
- (3) The discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease,
- (4)
 - (i) the discovery of vermin or pests or
 - (ii) any accident causing defects in the drains or other sanitary arrangements, at The Premises,
- (5) Any occurrence of murder or suicide at The Premises which
 - (a) restricts the use of or results in closure of The Premises on the order or advice of the competent authority and
 - (b) directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Organisation.

The provisions of any Automatic Reinstatement Clause do not apply in respect of Additional Contingency Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide.

Limit £50,000.

*Additional **Definitions** applicable to this Additional Contingency only*

Specified Disease

(a)	Acute encephalitis	Erysipeloid	Measles	Rabies	Tuberculosis
	Acute poliomyelitis	Legionellosis	Meningitis	Relapsing fevers	Typhoid fever
	Anthrax	Legionnaires Disease	Meningococcal septicaemia	Rubella	Typhus fever
	Chicken Pox	Leprosy	Mumps	Scarlet fever	Viral hepatitis
	Cholera	Leptospirosis	Ophthalmia neonatorum	Smallpox	Whooping Cough

Revenue Protection Business Interruption

	Diphtheria	Lyme Disease	Paratyphoid fever	Tetanus	Yellow fever
	Dysentery	Malaria	Plague	Toxoplasmosis	
(b)	Viral haemorrhagic fever caused by the following virus's				
	Lassa virus	Sabia virus	Marburg virus	Hanta virus	Dengue virus
	Junin virus	Guanarito virus	Crimean Congo haemorrhagic fever virus	Rift Valley fever virus	
	Machupo virus	Ebola virus		Yellow fever virus	

Indemnity Period

The period during which the results of The Organisation are affected due to the accident, occurrence or discovery starting from the date the Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

Three months.

Additional **Exception** applicable to this Additional Contingency

We will not indemnify You in respect of

- (a) any costs incurred in cleaning, repair, replacement, recall or checking of property,
- (b) reduction in the Turnover (or Revenue, Fees or Rentals as insured by this Section) of any premises, caused by
 - (i) any occurrence of a Specified Disease not at The Premises or within five miles of the boundary of The Premises
 - (ii) food poisoning, vermin, pest, defective sanitation, murder or suicide, not occurring at The Premises.

Additional **Condition** applicable to this Additional Contingency

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

At The Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

Failure of Telecommunications

The accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises.

The maximum We will pay for any one loss will be

- (a) £100 for each day in respect of any one failure
- (b) £50,000 in respect of all failures in any one Period of Insurance

unless any other limit is shown in The Schedule for Failure of Telecommunications.

We will not indemnify You in respect of an accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services
- (2) caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services

Revenue Protection Business Interruption

- (3) caused by any industrial action
- (4) caused by drought
- (5) caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (6) other than at Premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (7) caused by failure of any satellite
- (8) lasting less than 24 consecutive hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of Your supplier(s) of telecommunications and internet services, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Lottery Winners

An Employee or group of Employees resigning from his/her or their post(s) within The Organisation as a direct consequence of their securing a win in a Lottery.

We will only pay the additional costs and/or expenses You incur, including but not limited to

- (1) recruitment and additional overtime costs
- (2) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify You unless

- (1) the Employee or group of Employees resign within 14 days from the date of the successful Lottery win
and
- (2) the amount won by any one Employee is not less than £100,000.

The maximum We will pay in respect of any one Period of Insurance will be £50,000.

*Additional **Definitions** applicable to this Additional Contingency only*

Indemnity Period

The period during which The Organisation results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within The Organisation as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

Maximum Indemnity Period

One month

Lottery

- (1) UK National Lottery Prize Draws including Scratch cards
- (2) UK National Lottery Prize Draws including Scratch cards.
- (3) UK National Football Pools.
- (4) Euro Millions Lottery.
- (5) Irish National Lottery.
- (6) UK Premium Bond Prize Draws

Revenue Protection Business Interruption

Clauses

The following Clauses apply to this Section

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Maximum Amount Payable.

Essential Personnel

We will pay the additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover, Revenue or Rentals as insured by this Section during the Indemnity Period which but for such additional costs and/or expenses would have taken place caused by:

- (a) Death of any of Your Principals
- or

- (b) total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation due to injury caused by accidental and violent means.

The maximum We will pay in any one Period of Insurance is £25,000.

*Additional **Definition** applicable to this clause only*

Principals

- (a) Where The Policyholder is a charity that is a limited company or a charitable incorporated organisation, any person acting as company directors of The Organisation.
- (b) Where The Policyholder is a charity that is an unincorporated association, any person acting as trustees for the time being of that named charity.
- (c) Where The Policyholder is a Not for Profit Organisation, any person acting as an Officers for the time being of that Not for Profit Organisation.

Public Relations Expenses

We will pay, following Damage, additional public relations costs and expenses necessary and reasonably incurred with Our consent to maintain the reputation of The Organisation.

The maximum We will pay under this Clause for any one claim is £25,000.

Renewal

Where this Section includes insurance for Insured Profit or Revenue You will supply, prior to each renewal, the Estimated Insured Profit or Estimated Revenue for the financial year most closely corresponding to the following Period of Insurance.

Rent Receivable

Where Rent Receivable is shown as an insured item on The Schedule, We will pay in respect of rent receivable the difference between

- (1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage
- (2) the amount of rent actually received during the same period less any savings in charges or expenses of The Organisation, payable out of rent receivable, which reduce or cease due to the Damage.

Revenue Protection Business Interruption

If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will

- (i) be Your own insurer for the difference
- (ii) bear a rateable share of the loss.

The maximum We will pay is the Sum Insured stated in The Schedule

Cover Specification – Insured Profit (Declaration Linked)

The following cover specification applies to this Section where Insured Profit is shown as insured on The Schedule.

Definitions

The following Definitions apply to this Cover Specification in addition to the Definitions at the front of this Policy and the Definitions at the front of this Section and keep the same meaning wherever they appear in the Cover Specification

Estimated Insured Profit

Your estimate of the Insured Profit for the financial year most closely corresponding to the Period of Insurance (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

Insured Profit

- (a) The combined value of the Turnover, closing stock and work in progress
less

- (b) the combined value of opening stock and work in progress and Uninsured Working Expenses.

The values of opening and closing stocks and work in progress will be calculated using Your usual accounting methods and will make due provision for depreciation.

Rate of Insured Profit

Insured Profit earned on the Turnover and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.

Annual Turnover

The Turnover during the 12 months immediately before the date of the Damage.

Standard Turnover

The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which

- (a) *affect The Organisation before or after the Damage*
- (b) *would have affected The Organisation had the Damage not occurred.*

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

Revenue Protection Business Interruption

Turnover

Money paid or payable to You for

- (a) goods sold and delivered
- (b) services provided

in course of The Organisation at The Premises.

Uninsured Working Expenses

- (a) purchases of materials for production or re-sale (less any discounts received)
- (b) discounts allowed
- (c) any additional Uninsured Working Expenses stated in The Schedule.

The words and expressions used in this Definition will have the meaning usually attached to them in Your books and accounts.

Basis of Settlement

This insurance is limited to loss of Insured Profit due to

- (a) reduction in Turnover
- and
- (b) increased cost of working.

We will pay

- (i) in respect of reduction in Turnover:

the sum produced by applying the Rate of Insured Profit to the amount by which, due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period
- (ii) in respect of increased cost of working:

any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.

Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Insured Profit:

133⅓% of the Estimated Insured Profit stated in The Schedule
- (b) overall:

133⅓% of the Estimated Insured Profit stated in The Schedule

and 100% of the Sums Insured by other items unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Insured Profit is less than 50% of the sum produced by applying the Rate of Insured Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss and the maximum amount We will pay is the Estimated Insured Profit stated in The Schedule.

Revenue Protection Business Interruption

Cover Specification – Revenue (Declaration Linked)

The following cover specification applies to this Section where Revenue is shown as insured on The Schedule.

Definitions

The following Definitions apply to this Cover Specification in addition to the Definitions at the front of this Policy and the Definitions at the front of this Section and keep the same meaning wherever they appear in the Cover Specification

Estimated Revenue

Your estimate of Revenue for the financial year most closely corresponding to the Period of Insurance (proportionately increased where the Maximum Indemnity Period exceeds 12 months).

Revenue

As stated in The Schedule

Annual Revenue

The Revenue during the 12 months immediately before the date of the Damage

Standard Revenue

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

Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which

- (a) affect The Organisation before or after the Damage
- (b) would have affected The Organisation had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

Basis of Settlement

This insurance is limited to loss of Revenue due to

- (c) reduction in Revenue
- and
- (d) increased cost of working.

We will pay

- (iii) in respect of reduction in Revenue:
 - the amount by which, due to the Damage, the Standard Revenue exceeds the actual Revenue during the Indemnity Period
- (iv) in respect of increased cost of working:
 - any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction in Revenue avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.

Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Revenue:
 - 133⅓% of the Estimated Revenue stated in The Schedule

Revenue Protection Business Interruption

(b) overall:

133⅓% of the Estimated Revenue stated in The Schedule

and 100% of the Sums Insured by other items unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Revenue is less than 50% of the Annual Revenue (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss and the maximum amount We will pay is the Estimated Revenue stated in The Schedule.

Cover Specification – Increased Office Expenses

The following cover specification applies to this Section where Increased Office Expenses are shown as insured on The Schedule.

Definitions

The following Definitions apply to this Cover Specification in addition to the Definitions at the front of this Policy and the Definitions at the front of this Section and keep the same meaning wherever they appear in the Cover Specification

Increased Office Expenses

(a) Additional cost of

- (i) rent, rates and taxes of temporary premises
- (ii) any premium, or compensation, necessary to obtain the use of temporary premises
- (iii) removal to and from, or suitably adapting, temporary premises
- (iv) clerical assistance and advertising

(b) The cost of

- (i) replacing destroyed or damaged books or documents which belong to You which You hold in trust or for which You are responsible and which require to be replaced and are capable of being replaced
- (ii) obtaining evidence of the contents of any essential documents which cannot be replaced

(c) Other additional costs, to which We have not specifically referred, incurred with Our prior agreement.

Maximum Limit

(a) The result of dividing the Sum Insured, under Increased Office Expenses, by the number of separate locations of all of The Premises.

(b) If a special limit stated in The Schedule applies to one or more location, the Maximum Limit for the location will be calculated by applying the 'Percentage Limit' shown against each location to the Sum Insured under Increased Office Expenses. The remainder of the Sum Insured will be divided equally between the other locations to produce the Maximum Limit for each. If the limit is shown as an amount, this amount will be the Maximum Limit for the location concerned.

If the Maximum Indemnity Period exceeds 12 months, the maximum amount We will pay during any period of 12 months of the Indemnity Period, will be the proportion of the maximum amount recoverable which 12 months has to the number of months in the Maximum Indemnity Period.

Basis of Settlement

We will pay Your Increased Office Expenses, which have been reasonable and necessarily incurred as a result of the Damage, to continue The Organisation during the Indemnity Period less any savings in such Expenses during the Indemnity Period which reduce or cease due to the Damage.

The maximum amount We will pay for any one book, document or set of documents, will be 5% of the Sum Insured applicable to The Premises at which the Damage has occurred.

The maximum amount We will pay for any one situation is the Maximum Limit.

Revenue Protection – Book Debts

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply

Book Debts

- (1) Where declarations have been submitted monthly under the provisions of the Declaration Clause of this Section.

The total declared in the last statement given adjusted for

- (a) bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customers' Accounts in the period between the date to which the last statement relates and the date of the Damage, and
- (c) any abnormal condition of trade which had or could have had a material effect on The Organisation.

The adjusted figures will represent as near as possible, the figures which would have been obtained at the date of the Damage had the Damage not occurred.

- (2) Where declarations have not been submitted monthly under the provisions of the Declaration Clause of this Section, a reasonable estimate of the total outstanding debits at the date of the Damage, to be agreed with Us, adjustment having been made for bad debts, provided that the estimate will not exceed 75% of the Sum Insured in respect of this Section.

Customer Accounts

Your accounts for all customers who trade with You on a credit or hire purchase basis.

Damage

Physical loss, destruction or damage.

Cover

We will indemnify You, as detailed in the Basis of Settlement, in respect of loss, directly due to Damage by any of the Contingencies set out below which are stated as applying in The Schedule occurring during the Period of Insurance to Your books of account, and other business books or records at The Premises.

Contingencies

All Risks

- (1) Any Damage not excluded by the terms of the Property Damage – All Risks Section of this policy
- and
- (2) Damage not otherwise excluded by the terms of the Property Damage – All Risks Section of this policy caused by Defined Contingencies (1) to (12) to
- (a) boilers on The Premises
 - (b) glass, china, earthenware, marble or other fragile objects
 - (c) vehicles licensed for road use including accessories on or attached to them
 - (d) caravans or trailers
 - (e) railway locomotives or rolling stock

Revenue Protection – Book Debts

- (f) watercraft or aircraft
- (g) property in the course of construction including materials for use in the construction
- (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
- (i) livestock
- (j) growing crops or trees

Basis of Settlement

- (1) This insurance is limited to loss of Book Debts due to Damage.

We will pay

- (a) the difference between

- (i) the Book Debts

and

- (ii) the total of the amounts received or traced

- (b) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage provided that if the Sum Insured by this item be less than the Book Debts the amount payable shall be proportionately reduced.

- (2) If We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

We will pay Your professional accountant's charges for

- (a) producing information We require for investigating any claim

and

- (b) confirming the information in accordance with Your business books.

The maximum We will pay for any claim, including professional accountant's fees, will not exceed

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

Clauses

The following clauses apply to this Section.

Automatic Reinstatement

The Sum Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Sum Insured.

Revenue Protection – Book Debts

Declaration

Within 30 days of the end of each month You will deposit with Us a signed statement showing the total amount outstanding in Customers' Accounts as set out in Your accounts as at the end of the said month.

On the expiry of each Period of Insurance, provided a monthly declaration has been made, the actual premium will be calculated at the rate per cent per annum on the average amount insured.

If the amount of a declaration exceeds the Sum Insured applicable at the date of such declaration, You will be deemed to have declared the Sum Insured.

If the actual premium is less than the first premium (or, in the case of the second and subsequent periods of insurance, the annual premium) the difference will be repaid to You.

We will not repay more than 50% of the first or annual premium respectively.

No return premium will be repaid for any Period of Insurance if any of the monthly declarations for that period are not received.

Temporary Removal

We will indemnify You in respect of loss, as insured by this Section, resulting from Damage occurring within England, Wales, Scotland, the Republic of Ireland, Northern Ireland, the Channel Islands or the Isle of Man to Your books of account, other business books or records whilst temporarily removed to any premises occupied by persons acting on Your behalf or whilst in transit.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, We will indemnify You in respect of

- (a) such Damage which itself results from a cause not otherwise excluded
- (b) subsequent Damage which is not otherwise excluded.

- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.

- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling, preventing, suppressing, or in any way relating to (3) (a) and/or (3) (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

Revenue Protection – Book Debts

(4) in respect of any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with

- (i) Virus or Similar Mechanism
- (ii) Denial of Service Attack
- (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Organisation at The Premises caused by or resulting from Defined Contingencies (1) to (13) which is not otherwise excluded.

(5) theft of business records where You, Your partners, directors or Employees or any member of Your household is involved as principal or accessory.

(6) theft from any Unattended Vehicle.

(7) fraud, trick or deception.

(8) the deliberate falsification of business records.

(9) mislaying or misfiling of business records, clerical errors or omissions, wear and tear, gradual deterioration, rust, damp, mildew or vermin, mould or fungus.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy

(1) Alteration

We will not indemnify You under this Section if

(a) any Policyholder

- (i) agrees a composition or arrangement with creditors or
- (ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)
or
- (iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator
or
- (iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Organisation duly appointed
or
- (v) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.

(b) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.

Revenue Protection – Book Debts

(2) Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Organisation or to avoid or minimise any Damage.
- (b) at Your expense, provide Us with
 - (i) a written claim and
 - (ii) details of other insurances covering the Damage within 30 days after the expiry of the Indemnity Period or such further time that We may allow
 - (iii) books, records and documents We require to assess Your claim.
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

(3) Property Cover

We will not indemnify You under this Section unless

- (a) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage
and
- (b)
 - (i) payment has been made or liability admitted for such Damage or
 - (ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

(4) Subrogation Rights Waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against any company

- (a) whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (b) which is a subsidiary of a parent company of which You are Yourselfs a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the Damage.

(5) Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

Additional Condition

Fire Resisting Storage

If in relation to any claim for Damage You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must ensure that all Your books of account or other business books or records in which Your Customers' Accounts are shown will be kept in fire resisting safes or cabinets when not in use.

Revenue Protection Loss of Licence

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply

Rate of Insured Profit

Insured Profit earned on and expressed as a percentage of Turnover during the financial year immediately before the date of the Loss of Licence.

Annual Turnover

The Turnover during the 12 months immediately before the date of the Loss of Licence.

Standard Turnover

The Turnover during that period in the 12 months immediately before the date of the Loss of Licence which corresponds with the Indemnity Period.

Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which

- (1) affect The Organisation before or after the Loss of Licence
- (2) would have affected The Organisation had the Loss of Licence not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Loss of Licence not occurred.

Insured Profit

- (1) The combined value of the Turnover, closing stock and work in progress
less
- (2) the combined value of opening stock and work in progress and Uninsured Working Expenses.

The values of opening and closing stocks and work in progress will

- (i) be calculated using Your usual accounting methods
- (ii) make due provision for depreciation.

Indemnity Period

The period during which The Organisation results are affected due to the Loss of Licence, beginning with the date of the loss and ending no later than

- (1) the date the Licence is reinstated, or
- (2) the date Your interest ceases due to the disposal of The Premises, or
- (3) the Maximum Indemnity Period whichever is the earlier.

Licence

The licence or licenses stated in The Schedule.

Loss of Licence

- (1) forfeiture due to licensing regulations
- (2) refusal to renew by the licensing authority due to causes beyond Your control

Revenue Protection Loss of Licence

Maximum Indemnity Period

12 months

Turnover

Money paid or payable to You for

- (1) goods sold and delivered
- (2) services provided

in course of The Organisation at The Premises.

Uninsured Working Expenses

- (1) purchases (less any discounts received)
- (2) discounts allowed
- and
- (3) any additional Uninsured Working Expenses stated in The Schedule.

The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

Cover

In the event of Loss of Licence We will indemnify You in respect of either

- (1) loss of Insured Profit due to
 - (a) reduction in Turnover and
 - (b) increase in cost of working. We will pay
 - (i) in respect of reduction in Turnover
the sum produced by applying the Rate of Insured Profit to the amount by which due to the Loss of Licence, the Standard Turnover exceeds the Turnover during the Indemnity Period
 - (ii) in respect of increase in cost of working
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Loss of Licence.

We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure We will also pay any costs and expenses incurred with Our written consent where You appeal against the Loss of Licence.
- less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Loss of Licence. or
- (2) if You are unable to obtain a Licence for a period of 12 months and You dispose of The Premises We will indemnify You in respect of the reduction in the value of Your interest in
 - (a) The Premises, or
 - (b) The Organisation.

Revenue Protection Loss of Licence

The maximum We will pay in respect of any one claim is

- (1) £100,000, or
- (2) the Sum Insured stated in The Schedule

Notes

- (1) All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
- (2) Any adjustment made for current cost accounting will be ignored

Clauses

The following clauses apply to this Section.

Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require for investigating any claim and
- (2) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Bank Interest

The cover provided by this Section is extended to include loss sustained by Your bank resulting from forfeiture of or refusal to renew the Licence occasioned wholly or partly by or through the misconduct, or connivance, or neglect, or omission of You.

Provided that in the event of Your bank becoming aware of any acts or omissions by You, We will be informed.

Uninsured Standing Charges

Any increase in cost of working settlement will take into account any standing charges of The Organisation which are not insured (having been deducted in arriving at the Insured Profit).

We will reflect in any such settlement the proportion only of any additional expenditure which

- (1) the Insured Profit bears to
- (2) the sum of the Insured Profit and the uninsured standing charges

Revenue Protection Loss of Licence

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy

We will not indemnify You

- (1) where You can obtain statutory compensation for Loss of Licence
- (2) where Loss of Licence arises out of
 - (a) any town or country planning, improvement or redevelopment
 - (b) compulsory purchase or surrender
 - (c) reduction or redistribution of licenses
 - (d) a change in the law.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy

Alteration

We will not indemnify You under this Section if

- (1) Any Policyholder
 - (a) agrees a composition or arrangement with creditors, or
 - (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act), or
 - (c) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator, or
 - (d) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Organisation duly appointed, or
 - (e) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or for any property comprised in or subject to the floating charge.
- (2) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.

Revenue Protection Loss of Licence

Change in Risk

If in relation to any claim You have failed to comply with any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must notify Us in writing immediately You become aware of

- (a) a change in tenancy or management of The Premises
- (b) a transfer or proposed transfer of the Licence
- (c) a complaint against The Premises or the control of The Premises
- (d) any action against the
 - (i) Licence holder
 - (ii) manager
 - (iii) tenant or other occupier of The Premises

for any breach of the licensing law, or any other matter where the integrity of the person concerned is brought into question.

- (e) objection to renewal of the Licence, or other reasons which could endanger the Licence or its renewal.

Notification

If in relation to any claim You have failed to comply with any of the following conditions, You will lose Your right to indemnity or payment for that claim.

In the event of Loss of Licence, You must inform Us in writing within 24 hours. You are also required to provide any assistance or information We may request.

Asset and Revenue Protection Terrorism

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Act of Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

Computer System

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.

Data

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

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

Hacking

Unauthorised access to any computer system whether Your property or not.

Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property
- (3) Business Interruption
- (4) Book Debts

insured under this policy.

Asset and Revenue Protection Terrorism

Nuclear Installation

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

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

Nuclear Reactor

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

Phishing

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

Property

For the purposes of this Section only, all property whatsoever, but excluding:

- (1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
 - (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
 - (b) not insured in the name of an Individual
- (2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Residential Property

- (1) Private dwelling houses and flats.
- (2) Household goods and personal effects.

Territory

England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).

Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.

Virus or Similar Mechanism

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

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Asset and Revenue Protection Terrorism

Cover

We will indemnify You in respect of a Covered Loss during the Period of Insurance subject to the provisions set out below.

The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.

In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.

This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

Conditions

- (1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no

- (a) claim(s) made under this Section for which We have made a payment or which are still under consideration
- (b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us during the current Period of Insurance.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies
- (3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
 - (a) such property and/or premises and
 - (b) such Business Interruption and Book Debts

unless We agree otherwise in writing.

Exceptions

We will not indemnify You in respect of any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - (a) damage to or the destruction of any Computer System; or
 - (b) any alteration, modification, distortion, erasure or corruption of Data;

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

Asset and Revenue Protection Terrorism

Proviso to Exception (3)

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
- (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
 - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
 - (ii) impact of aircraft or any aerial devices or articles dropped from them,
 - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
 - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
 - (b) comprises:
 - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
 - (ii) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or
 - (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and
 - (c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
- (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and
 - (b) any Data.
- (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1)(b) above from being recoverable under this Section.

In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

Legal Liabilities – Employers' Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
 - (2) costs and expenses incurred with Our written consent
 - (3) Any claimant's legal costs for which The Insured is legally liable
- in connection with any event which is or may be the subject of indemnity under this Section.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence
 - and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You
 - (2) Your personal representatives in respect of legal liability You incur
 - (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance services
- in their respective capacities as such

Legal Liabilities – Employers’ Liability

(c) any principal for whom You are carrying out a contract to the extent required by the contract conditions

(d) those who hire plant to You to the extent required by the hiring conditions

or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

The Territorial Limits

Anywhere in the world in connection with The Organisation conducted by You from premises within The Defined Territories. We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

Cover

We will indemnify The Insured against

(1) legal liability to pay Compensation and

(2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Organisation within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity

Clauses

The following clauses apply to this Section

Additional Activities

The Organisation includes

(1) ownership, use and upkeep of Your premises

(2) upkeep of vehicles and plant which are owned and used by You

(3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee

(4) Your first aid, fire, security and ambulance services

(5) Your participation in exhibitions

(6) Your participation in fundraising activities

(7) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories

Legal Liabilities – Employers' Liability

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Organisation.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You
 - (b) relate to any person other than an Employee.
- (3) in respect of any
 - (a) fines
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) Unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Organisation.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You
 - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

Legal Liabilities – Employers' Liability

Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Organisation.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform
 - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
 - (a) carried in or upon a vehicle
 - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security.

Legal Liabilities – Employers' Liability

- (3) (a) liquidated damages
(b) penalty clauses
(c) fines
(d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above
except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including Costs and Expenses.

Legal Liabilities – Public and Products Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
 - (2) costs and expenses incurred with Our written consent
 - (3) Any claimant's legal costs for which The Insured is legally liable
- in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical loss, destruction or damage.

Personal Injury

- (1) Bodily Injury
- (2) Wrongful
 - (a) arrest, detention or imprisonment
 - (b) eviction
 - (c) accusation of shoplifting.

Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere
and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

Legal Liabilities – Public and Products Liability

Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured.

Property

Material property.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence
and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
 - (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions
or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Legal Liabilities – Public and Products Liability

The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent or attributable to one original cause.

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination

the Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

The Territorial Limits

Anywhere in the world in connection with The Organisation conducted by You from premises within The Defined Territories.

The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Organisation and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

The following clauses apply to this Section

Additional Activities

The Organisation includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.

Legal Liabilities – Public and Products Liability

- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) Your participation in fundraising activities
- (7) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

Buildings Temporarily Occupied

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of The Organisation. We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or are loaned, leased, hired or rented to
 - (a) The Insured
 - (b) any other party who is carrying out work on Your behalf.
- (2) The Works.

Care and Treatment

- (1) We will indemnify The Insured against
 - (a) legal liability for Compensation and
 - (b) Costs and Expenses

in respect of accidental Bodily Injury occurring anywhere within The Territorial Limits during the Period of Insurance in connection with The Organisation caused by professional errors, omissions or neglects in the provision of professional medical and care services.

- (2) The maximum We will pay is £1,000,000 in respect of any one event or all events of a series consequent on or attributable to one original cause.
- (3) If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must ensure

 - (i) treatment is only undertaken by Employees who are suitably trained and where appropriate qualified
 - (ii) the relevant National Minimum Standards are complied with in respect of the administration of controlled drugs.
- (4) We will not provide indemnity in respect of legal liability arising from the activities of any medical or dental practitioners.

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals.
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

Legal Liabilities – Public and Products Liability

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Organisation.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

Contractual Liability

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Data Protection

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1)
 - (a) Personal Injury other than as provided by this clause
 - (b) Damage to Property
 - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
 - (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You or any Employee.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

Legal Liabilities – Public and Products Liability

Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Organisation.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
- (2) stored for a fee or other consideration by The Insured.
- (3) in the custody or control of The Insured for the purposes of being worked upon.

Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Organisation.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

Indemnity to Hirer

Paragraph (3) of the definition of The Insured is extended to include (e) any hirer of The Premises.

We will provide indemnity at Your request to any individual or group who hire The Premises for non commercial activities that are regarded as being for the benefit of the local community

We will not provide indemnity

- (1) in respect of
 - (a) any commercial or business hire
 - (b) any individual, club, organisation, society or group who hire The Premises on a regular weekly or monthly basis.
- (2) where indemnity is provided by another insurance policy.

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals.
- (2) costs of prosecution awarded against You

Legal Liabilities – Public and Products Liability

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Organisation.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You
 - (b) relate to any Employee.
- (3) in respect of any
 - (a) fines
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Organisation.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You
 - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1)
 - (a) not owned by
 - (b) not loaned, leased, hired or rented toYou nor provided by You and
- (2) being used in connection with The Organisation in The Defined Territories.

Legal Liabilities – Public and Products Liability

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
 - (a) You
 - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Organisation.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Organisation but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise
 - (b) ownership or occupation of land or buildings
 - (c) the carrying on of any trade or profession
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

Pastoral Care Indemnity

‘Pastoral Care’ shall mean the provision of free, unstructured care and support to individuals seeking the help of the church.

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising from the provision of Pastoral Care by The Insured or any Employee in connection with The Organisation.

We will not provide indemnity

- (1) arising out of or in connection with professional counselling services.
- (2) where indemnity is provided by another insurance policy.

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

Legal Liabilities – Public and Products Liability

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Organisation.
- (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft
 - (b) watercraft exceeding eight metres in length
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - (i) where described in the Motor Contingent Liability Clause.
 - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
 - (a) which You own or is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of
 - (i) The Insured
 - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.
 - (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
 - (a) Products Supplied (other than Products Supplied under a separate contract)
 - (b) The Works.
- (5) recalling or making refunds in respect of
 - (a) Products Supplied
 - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (7)
 - (a) the carrying out of any work
 - (b) any Products Suppliedwhich affects or could affect
 - (i) the navigation, propulsion or safety of any aircraft or other aerial device
 - (ii) the safety or operation of nuclear installations.

Legal Liabilities – Public and Products Liability

- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.

- (9) (a) work in or on and travel to, from or within
(b) Products Supplied to
any offshore
(i) accommodation, exploration, drilling or production rig or platform
(ii) support vessel
- (10) (a) liquidated damages
(b) penalty clauses
(c) fines
(d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) Terrorism
(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above
except as stated in Special Provision – Terrorism below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in 12(a) and 12(b) above shall apply to the Public and Products Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

- (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause
(b) £5,000,000 in respect of all events happening in any one Period of Indemnity in respect of Products Supplied
or any other amount specified in the policy for Public and Products Liability whichever is the lower.

- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.
You will reimburse any such amount paid by Us.

- (14) (a) exposure to
(b) inhalation of
(c) fears of the consequences of exposure to or inhalation of
(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
Asbestos including any product containing Asbestos.

Legal Liabilities – Public and Products Liability

(15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with

- (a) Virus or Similar Mechanism
- (b) Denial of Service Attack
- (c) unauthorised access to or use of Computer and Electronic Equipment

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

Conditions

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

Endorsements

Fundraising Events Activities and Exhibitions

For the purposes of this Endorsement, Fundraising Events Activities and Exhibitions shall mean those events organised by You or an events organiser for the purposes of raising funds for The Organisation and subsequent beneficiaries.

We will not provide indemnity in respect of Fundraising Events, Activities and Exhibitions

- (1) where combined numbers of entrants and spectators on site exceed 1000 at any one time
- (2) taking place outside England, Wales, Scotland, Northern Ireland, Republic of Ireland, Channel Islands and the Isle of Man
- (3) where the event duration lasts longer than 48 hours
- (4) organised by a separate third party event organiser/company
- (5) involving
 - (a) weapons
 - (b) passenger carrying amusement devices
 - (c) animal rides of any kind
 - (d) ballooning or aerial activities including parachuting, paragliding or parascending
 - (e) go-karting, quad biking or motor sports
 - (f) bungee jumping
 - (g) professional sport teams or persons
 - (h) individual exhibitions valued at over £250,000
 - (i) racing or time trials other than on foot
 - (j) activity involving watercraft

unless agreed by Us in writing.

Legal Liabilities Commercial Legal Protection

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply

Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person.

Aspect Enquiry

An examination by HM Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

Attendance Expenses

- (1) The salary or wages of the Insured Person for the time they are off work
 - (a) to attend any arbitration, court or tribunal hearing at Our request
 - (b) as a defendant or while attending jury service.
- (2) We will pay for each half or whole day that the
 - (a) court
 - (b) tribunal
 - (c) employer of the Insured Personwill not pay for.
- (3) The amount We will pay is based on the following
 - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours
 - (b) if the Insured Person
 - (i) works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person
 - (ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

Costs and Expenses

- (1) All reasonable and necessary legal and accountancy costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.

Charity Commission

The appropriate body established to register and regulate charities in the part of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands where You are established.

Date of Occurrence

- (1) In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C - Tax).
- (2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question.
- (3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) Employers' Compliance and Value Added Tax disputes, when HM Revenue and Customs sends an assessment or written decision to You.
- (5) Licence or Registration Appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.
- (6) For Charity Commission investigations, the date You receive notification from the Charity Commission that they are to conduct an investigation.

Legal Liabilities Commercial Legal Protection

Full Enquiry

An extensive examination by HM Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Organisation
- (3) any employee of Yours under a contract of employment with You
- (4) any other person agreed with Us.

Intervention Enquiry

An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have or may occur.

Legal Proceedings

Legal proceedings for

- (1) the pursuit or defence of a claim for damages
- (2) the defence of a criminal prosecution
- (3) appeal proceedings
- (4) specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

Limit of Indemnity

The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with The Organisation stated in The Schedule.

Prospects of Success

In respect of all civil cases, it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.

Legal Liabilities Commercial Legal Protection

Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2E) and 3B Bodily Injury

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

For all other Contingencies

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

Cover

We will indemnify You or an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in The Schedule provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance.
- (2) any Legal Proceedings take place within the Territorial Limits.
- (3) Prospects of Success exist for the duration of the claim.
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal.
- (5) the maximum We will pay is the Limit of Indemnity.
- (6) You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

Contingencies

1A Employment Disputes

We will defend You

- (1) prior to the issue of Legal Proceedings following the dismissal of an Insured Person
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- (3) in Legal Proceedings in respect of any dispute with
 - (a) an Insured Person
 - (b) a former Insured Person
 - (c) a trade union acting on behalf of an Insured Person or a former Insured Person

which arises out of, or relates to, a contract of employment with You

- (4) in Legal Proceedings in respect of any dispute with
 - (a) an Insured Person
 - (b) a former Insured Person
 - (c) a prospective Insured Person

arising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

Legal Liabilities Commercial Legal Protection

1B Compensation Awards

We will pay

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 1A – Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision.
- (2) any compensation award related to
 - (a) trade union activities, trade union membership or non-membership
 - (b) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - (c) statutory rights in relation to trustees of occupational pension schemes
 - (d) statutory rights in relation to Sunday shop and betting work.
- (3) any award ordered as a result of a breach of National Minimum Wage laws.
- (4) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order.

Conditions to Contingency 1B

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

- (1) Performance and/or conduct

In cases relating to performance and/or conduct of an Insured Person, or former Insured Person You must, throughout the dispute, have either

- (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service
- or
- (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
- (c) sought and followed the advice from Our 24 hour legal helpline (0345 300 1899).

- (2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under discrimination legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

Legal Liabilities Commercial Legal Protection

(3) Redundancy

In respect of any compensation award for

- (a) redundancy
- (b) alleged redundancy
- (c) unfair selection for redundancy

You must have sought and followed the advice of Our 24 hour legal helpline prior to serving notice of dismissal (0345 300 1899).

1C Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

2 Legal Defence

2A Criminal Prosecution

We will defend an Insured Person

(1) prior to the issue of Legal Proceedings when dealing with the

- (a) Police
and/or
- (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer
where it is alleged the Insured Person has or may have committed a criminal offence

(2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

provided that in respect of proceedings under the Health and Safety at Work etc Act 1974, the Territorial Limits shall be all territories in which the Act applies

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

2B Data Protection

We will

- (1) (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation
- (b) also pay any compensation award made against the Insured Person

under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing,

provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.

- (2) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

Legal Liabilities Commercial Legal Protection

2D Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person (other than You) if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination
- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.

2E Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your business.

2F Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service.

2G Disciplinary Hearings

We will represent an Insured Person at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

3A Property Protection

We will represent You in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following

- (1) any event which causes or could cause physical damage or loss to such material property
- (2) any nuisance or trespass including the eviction of squatters or any person occupying premises owned by You for which You are responsible.

We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You
- (2) tenancy disputes
- (3) goods
 - (a) in transit
 - (b) lent or hired out
 - (c) at premises You do not occupy unless for
 - (i) installation or
 - (ii) use in work to be carried out by You
- (4) mining subsidence
- (5) a motor vehicle whilst being driven by an Insured Person.

3B Bodily Injury

We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury to them.

We will not provide indemnity in respect of any claim relating to

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- (2) defending the legal rights of an Insured Person or their family members other than defending a counter claim
- (3) a motor vehicle whilst being driven by an Insured Person or a family member.

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4A Tax Protection or Charity Commission Investigations

We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by HM Revenue and Customs and/or an investigation carried out by the Charity Commission into Your business accounts.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.

4B Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay as You Earn or
- (2) Social Security Regulations

following a review by HM Revenue and Customs.

4C VAT Disputes

We will represent You in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.

Condition to Contingencies 4A, 4B and 4C

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim

Reasonable Care

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for value added tax
- (2) in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section or Special Compliance Office
- (3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences
- (4) in respect of any claim arising from a tax avoidance scheme

5 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale
- (2) provision
- (3) purchase

Legal Liabilities Commercial Legal Protection

(4) hire

of goods or services provided that

- (a) the amount in dispute exceeds £250.
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250.
- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
 - (a) the cover, claims process or settlement payable under an insurance policy other than claims for indemnity under this section
 - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
 - (c) a loan, mortgage, pension or any other financial product
 - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles
- (2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person
- (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

6 Tenancy Disputes

We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You. We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

7 Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or statutory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

- (1) an original application or application for renewal of a statutory licence or British Standard Certificate of Registration
- (2) any licence appeal relating to the ownership, driving or use of a motor vehicle.

8 Debt Recovery

We will represent You in any Legal Proceedings for civil action including the enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures
- (3) We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

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We will not provide indemnity in respect of

- (1) any claim relating to
 - (a) the cover, claims process or settlement payable under an insurance policy
 - (b) a lease, licence or tenancy of land or buildings
 - (c) a loan, mortgage, pension or any other financial product
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

Exceptions – Applying to all Contingencies

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of any claim

- (1) if an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim
- (3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
- (4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
- (5) relating to
 - (a) patents
 - (b) copyrights
 - (c) trademarks
 - (d) merchandise marks
 - (e) registered designs
 - (f) intellectual property
 - (g) secrecy and confidentiality agreements
- (6) relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (7) deliberately or intentionally caused by an Insured Person
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 7 for a judicial review
- (9) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy

Legal Liabilities Commercial Legal Protection

(10) notified under this Section when, either at the start of or during the course of the claim You

- (i) are bankrupt
- (ii) have filed a bankruptcy petition or winding up petition
- (iii) have made an arrangement with creditors
- (iv) have entered into a deed or arrangement
- (v) are in liquidation
- (vi) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator

Conditions – Applying to all Contingencies

The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(1) Claims – Your duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

(2) Claims – legal representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative under condition 2(b) above, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment.

(3) Claims – Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) An Insured Person must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

Legal Liabilities Commercial Legal Protection

(4) Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.

(5) Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

(6) Disputes

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

(7) Arbitration

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

(8) Acts of Parliament

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Legal Liabilities – Professional Indemnity

Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in this Section unless We state otherwise. In this Section the singular includes the plural and vice versa. A defined word or phrase will start with a capital letter each time it appears in this Section, except for headings and titles.

Bodily Injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Claim

Demand made against You consisting of or arising from any

- (1) demand, whether oral or in writing, for damages or compensation
- (2) notice of intention, whether oral or in writing, to commence legal proceedings
- (3) communication invoking any pre-action protocols
- (4) notification of arbitration or adjudication proceedings.

Documents

Any

- (1) project models or displays
- (2) deeds, wills or agreements
- (3) maps, plans, records, photographs, negatives, calculations or drawings
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever
- (5) computer software, files, documents and systems records, digitised data, information recorded or stored in a format for use with a computer

which are Your property or are under Your custody or control.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

Employee

- (1) Any person who is or has been under a contract of service or apprenticeship with You.
- (2) Any person who is or has been
 - (a) self employed
 - (b) a voluntary helper
 - (c) engaged under a work experience or training scheme
 - (d) seasonal or temporary personnel
 - (e) agency staff

while working under Your control in connection with the Organisation.

Legal Liabilities – Professional Indemnity

Excess

The first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us. The amount of the Excess is stated in the Schedule. The Excess does not apply to Other Costs or the Additional Cover section.

Limit of Indemnity

The maximum amount stated in the Schedule We will pay in respect of any one Claim or loss and in total for all Claims, including costs, arising directly or indirectly out of one source or originating cause first made or losses first discovered during the Period of Insurance. All claims or losses arising from any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.

Other Costs

All costs and expenses incurred in the investigation, defence or settlement of any Claim or loss in so far as those costs and expenses have been incurred with Our written consent.

Pollution

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring. This definition does not include pollution or contamination by asbestos.

Proposal

Any signed proposal form, renewal declaration, statement of fact or any additional information supplied to Us by You or on Your behalf.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.

The Business

The provision, within the Territorial Limits, of professional advice or professional services directly connected to the activities declared to Us in Your Proposal.

You/Your/The Policyholder/The Insured

- (1) Any individual, partnership, limited liability partnership, company or limited company named in The Schedule or any predecessor in business of such individual, partnership, limited liability partnership, company or limited company as declared to Us.
- (2) Any person who is or has been or who becomes a director, partner, member, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for and on behalf of any person or body referred to in (1) above
- (3) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1) or (2) above in the event of their death or incapacity.

Legal Liabilities – Professional Indemnity

Cover

- (1) We will indemnify You in respect of any Claim including other costs associated with such Claim arising out of the conduct of The Business, first made against You during the Period of Insurance and notified to Us in accordance with the Claims Conditions, for any civil liability including claimant's costs and expenses arising from
 - (a) any negligent act, negligent error or negligent omission committed by You
 - (b) any dishonest or fraudulent act committed by any of the past or present partners, directors or Employees.
- (2) We will indemnify You for reasonable costs and expenses incurred by You in respect of any reasonable action taken to mitigate a loss or potential loss or Claim that would otherwise be the subject of indemnity under this policy provided that
 - (a) We give prior written consent to You incurring such costs and expenses
and
 - (b) You prove to Our satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim.

Our total liability under this Section shall not exceed the Limit of Indemnity and Other Costs.

We shall not be liable for the Excess or any lesser amount for which a Claim or loss may be settled.

Additional Cover

(1) Payment for Court Attendance

We will compensate You, subject to our prior written consent, if You are attending court as a witness in connection with a Claim for which You are entitled to indemnity under this Section.

The maximum We will pay is £300 per person per day.

Our total liability shall not exceed £15,000 in any one Period of Insurance.

(2) Representation Costs

We will pay on Your behalf any reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the subject of the hearing, tribunal or proceedings relates to a circumstance first notified to Us during the Period of Insurance which may become a Claim and in respect of which We may be obliged to provide an indemnity under the terms of this policy.

Our total liability under this clause shall not exceed £15,000 in any one Period of Insurance.

Legal Liabilities – Professional Indemnity

Exceptions

We will not provide indemnity in respect of any

- (1) Claim or loss to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.
- (2) Claim or loss arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
- (3) Claim or loss arising directly or indirectly from or caused by
 - (a) any Bodily Injury of any Employee whilst in the course of their employment with You
 - (b) any other Bodily Injury or loss or damage to property unless arising from any actual or alleged breach of duty in the performance of The Business.
- (4) fines or penalties or any punitive, multiple, aggravated or unless arising from any actual or alleged breach of duty in the performance of The Business exemplary damages where such can be identified separately within any award of any court or tribunal.
- (5) Claim brought by any entity
 - (a) in which You exercise a controlling interest
 - (b) which exercises a controlling interest over Your Business by virtue of having a financial or executive interest in Youunless such Claim arises from or is caused by a claim made against such entity by an independent third party.
- (6) Claim made against You solely in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of The Business.
- (7) Claim or loss arising directly or indirectly from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- (8) Claim or loss arising from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (9) Claim or loss arising directly or indirectly from or caused by
 - (a) the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land, or
 - (b) that part of any building leased, occupied or rented by You, or
 - (c) any other property (mobile or immobile) belonging to You.
- (10) Claim or loss arising from any dishonest or fraudulent act or omission unless Your annual accounts have been prepared or certified by an independent and properly qualified accountant or auditor.
- (11) Claim arising from any defamation unless You can show that it was committed by You in good faith.
- (12) Claim arising out of liability assumed by You under any contractual agreement, warranty, Collateral Warranty or Duty of Care Agreement
 - (a) whereby You assumed a standard of care greater than that reasonably expected of Your profession, or
 - (b) by which you warranted or guaranteed a particular outcome, or
 - (c) by which You agreed to pay a contractual penalty or liquidated damages in the event of breach, or
 - (d) which provides greater benefit or a longer lasting benefit than that given to the party with whom You originally contracted, or
 - (e) for losses caused otherwise than through Your negligent acts or omissionsunless such liability would have attached to You in the absence of the features listed above.

For the avoidance of doubt this exception does not apply simply because any such agreement may have been executed as a deed rather than by hand.

Legal Liabilities – Professional Indemnity

- (13) Claim or loss arising directly or indirectly from or caused by Pollution or Contamination.
- (14) any Claim or loss arising directly or indirectly from, or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.
- (15) Claim or loss arising out of or relating directly or indirectly to Your insolvency or bankruptcy.
- (16) Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.
- (17) liability arising from
 - (a) the defective workmanship of any construction, installation, repair, alteration or maintenance work
 - (b) any manufacturing defect in any goods or products supplied by You.
- (18) Claim or loss arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any retroactive date stated on the Schedule.
- (19) Claim or loss where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected.
- (20) Claim, circumstance that might give rise to a Claim, or loss which
 - (a) has been notified under any other insurance attaching prior to the inception of this policy
 - (b) You were or should, after reasonable enquiry, have been aware of prior to the inception of this Section.
- (21) any Claims
 - (a) instituted or pursued in the United States of America, its territories and possessions and/or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise)
 - (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply
 - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (22) liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
 - (a) Virus or Similar Attack
 - (b) Denial of Service Attack
 - (c) unauthorised access to or use of Computer and Electronic Equipment.

However We will not exclude liability in respect of ensuing accidental Bodily Injury or accidental damage to property which is not otherwise excluded.
- (23) any Claim, loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling preventing suppressing or in anyway relating to (a).

In any action, suit or other proceedings, where We allege that by reason of this exception any consequence whatsoever resulting directly or indirectly from (a) above regardless of any other contributory cause or event is not covered by this Section, the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) above regardless of any contributing cause or event is covered shall be upon You.

Legal Liabilities – Professional Indemnity

Conditions

If in relation to any Claim You fail to fulfil or observe the requirements imposed upon You by Conditions (1), (2) or (3), You will lose Your right to indemnity or payment for that Claim.

- (1) If during the Period of Insurance and regardless of any Excess, You
 - (a) receive any Claim, You shall give written notice to Us as soon as practicable
 - (b) become aware of any circumstance that might give rise to a Claim, You shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us
 - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, member or Employee of Yours, whether giving rise to a Claim or not Provided always that such written notice under any part of this Condition (1) is received by Us during the Period of Insurance.

In the event that it is not possible to give Us such notice before the end of the Period of Insurance then You must do so not later than 10 days after the end of the Period of Insurance.

- (d) discover any loss or damage to Documents, You shall give written notice to Us of such discovery as soon as practicable.
- (2) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.
- (3) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to take over and conduct in Your name the defence or settlement of any such Claim or circumstance.

If We do take over and conduct the defence or settlement of any such Claim or loss You shall give Us all such information and assistance as We may reasonably require and that is in Your power to provide.

Without prejudice to the generality of the above, Your duty to assist Us includes

- (a) providing all such information, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
 - (b) allowing Us to present the best possible defence of a Claim within the time constraints available
 - (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss
 - (d) ensuring the payment, on demand, of the Excess, in conjunction with the terms of any settlement agreed by Us.
- (4) In connection with any Claim, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this policy.
- (5) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one Insured is named in the Schedule, the total amount We will pay will not exceed the amount We would be liable to pay to any one of You.
- (6) If any settlement is made by Us to You under the terms of this policy, You grant to Us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.
- (7) If You make any claim for indemnity under this policy knowing the same to be false or fraudulent as regards to the amount or otherwise, this policy shall become void and You shall forfeit all benefit hereunder.
- (8) A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Legal Liabilities – Professional Indemnity

- (9) Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, Employee, consultant or sub-contractor
- (a) You shall at Our request and expense take all reasonable steps to obtain reimbursement from such person
 - (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You or any monies of such persons held by You shall be deducted from any amount payable under this Section
 - (c) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission
 - (d) nothing herein shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission
- (10) You shall not be required to contest any legal proceedings unless a Queen's Counsel (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success
- (11) We will automatically extend this policy to indemnify any entity acquired by You during the Period of Insurance provided that
- (a) In the 12 month period immediately preceding such acquisition, the revenue of the entity did not exceed 10% of Your annual revenue
 - (b) In the five year period immediately preceding the acquisition, the entity has had no claims or losses in excess of £25,000 in the aggregate and is not aware of any circumstance which may give rise to a claim
 - (c) You have undertaken due diligence prior to the acquisition and are not aware of any potential liability which could result in a claim under this policy
 - (d) The entity is domiciled in and provides all of its services within the United Kingdom
 - (e) The services performed by the acquired entity are similar to those provided by You.

Any acquisition which does not meet provisos (a)-(e) above will be automatically indemnified by this policy for a period of 30 days following the acquisition or (if earlier) until the expiry of the Period of Insurance for acts committed after the date of acquisition. We are under no obligation to extend cover to the entity beyond that date. We may provide Our written consent to extend cover subject to You complying with any additional terms, conditions, endorsements and paying any additional premium which We, at Our sole discretion, deem appropriate. If We decide not to extend cover, or Our amended terms, conditions or additional premium are not acceptable to You, We may cancel this policy.

Legal Liabilities – Professional Indemnity

Special Condition

Where We are entitled, because of any misrepresentation or any failure to provide full disclosure, to avoid this insurance from inception or from the time of any variation in cover (including at renewal) We may, at Our discretion, maintain this insurance in full force on the following basis

- (1) In the event that, had You not made any misrepresentation and/or had You provided full disclosure of all material facts and information prior to inception, variation or renewal of this policy, We would have charged a higher premium for this insurance than was fact changed, then
 - (i) the indemnity provided in respect of each Claim (including Other Costs)
 - (ii) the Limit of Indemnityshall be proportionately reduced to an amount that equals the proportion that the premium paid bears to the premium that We would reasonably have charged in the absence of any such misrepresentation or failure to disclose material facts or information.
- (2) where You should have notified, during a preceding policy period, either a Claim or circumstance which could give rise to a Claim and the indemnity or cover to which You would have been entitled was in any way more restricted than that provided at the date of notification, We shall be liable only to the extent applicable during such preceding policy period
and
- (3) in the event that, had You not made any misrepresentation and/or had You provided full disclosure of all material facts and information prior to inception, variation or renewal of this policy, We would have imposed additional terms, conditions, exclusions or endorsements (other than those relating to the premium) on this policy, then
 - (i) the policy shall be treated as if it had contained such additional terms, conditions, exclusions or endorsements as from the date of inception, variation or renewal of the policy (as the case may be)
and
 - (ii) the indemnity provided in respect of any Claim and Other Costs shall be subject to the application of and/or Your compliance with any such additional terms, conditions, exclusions or endorsements.

For the purposes of this Special Condition

- (a) in any case where sub-clause (2) applies then any reduction in the indemnity provided by Us in accordance with sub-clause (1) shall be calculated after first taking into account any restriction(s) in the indemnity or cover brought into effect as a result of sub-clause (2)
and
- (b) We shall pay all Other Costs in full as they are incurred but shall be entitled to deduct from any payment made by Us in respect of any Claim or loss an amount equal to that proportion of the Other Costs incurred that You are liable to pay in accordance with this Special Condition
and
- (c) for the purposes of sub-clause (2) above, if We were not the Insurer for the policy period during which the Claim or circumstance ought to have been notified then, unless You provide Us with a copy of the insurance policy that applied during the relevant period, the comparison will be with the standard form of professional indemnity policy that would have been issued by Us, had We been Your insurer, as at the beginning of the relevant policy period

Legal Liabilities – Management Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Benefit Scheme

Any

- (1) pension scheme, programme or plan
- (2) profit sharing, share option or share purchase scheme
- (3) health and welfare or other Employee benefit plan or trust

established or conducted for the benefit of You or any Employee and their families and dependents.

Bodily Injury

Any injury, death, illness, sickness, psychological injury, emotional distress or nervous shock.

Business Activities

Your activities as stated in the Schedule.

Claim

Any

- (1) demand whether oral or in writing, for damages or compensation
- (2) notice of
 - (a) Criminal Proceedings including those for corporate killing or manslaughter
 - (b) Disqualification Proceedings
 - (c) Employment Practice Proceedings
 - (d) regulatory proceedings
 - (e) other civil or arbitration proceedings.

Criminal Proceedings

A prosecution brought before any criminal court in the United Kingdom against any Insured Person in their capacity as director, officer or trustee of You.

Crisis Event

Any

- (1) allegations of fraud or corruption against an Insured Person
- (2) serious injury to an Employee or member of the public
- (3) resignation or dismissal of any member of Your main board
- (4) Formal Investigation or raid by any Official Body or other institution that is sanctioned to investigate Your affairs

where, as a consequence of negative publicity or media attention, We agree with You or an Insured Person that Your success and/or the reputation of any Insured Person is at risk.

Legal Liabilities – Management Liability

Defence Costs

The cost and expenses incurred by an Insured Person or You in the investigation or defence of any Claim in so far as those costs and expenses have been incurred with Our written consent. Defence Costs shall not include Your management costs or any overtime, wages, salaries or fees of any Insured Person or any of Your employees.

Disqualification Proceedings

Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a director, officer or trustee of You, under the Company Directors' Disqualification Act 1986.

Documents

Any

- (1) project models or displays
- (2) deeds, wills or agreements
- (3) maps, plans, records, photographs, negatives, calculations or drawings
- (4) written or printed books, letters, certificates, documents or forms or any nature whatsoever
- (5) computer software, files, documents and systems records

which are the property of You or are under Your custody or control.

This definition shall not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

Employment Wrongful Act

Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by You or any Insured Person in their capacity as a director, officer or trustee in connection with any

- (1) wrongful, unlawful or unfair dismissal, discharge or termination of employment
- (2) breach of any written or oral employment contract
- (3) employment-related misrepresentation
- (4) violation of employment discrimination laws
- (5) wrongful failure to employ or promote
- (6) wrongful demotion
- (7) wrongful disciplinary action
- (8) wrongful deprivation of a career opportunity
- (9) failure to grant tenure
- (10) failure to adopt adequate workplace or employment policies and procedures
- (11) Retaliation against whistleblowers
- (12) negligent evaluation of personal performance
- (13) employment-related invasion of privacy

Legal Liabilities – Management Liability

(14) employment-related breach of data protection legislation

(15) employment-related humiliation or defamation

(16) failure to provide accurate job references regarding any former, current or prospective Employee.

Excess

That first part of each and every payment in relation to a Claim or Loss which is payable by You or any Insured Person, rather than Us. The amount of the Excess is stated in the Schedule.

Formal Investigation

Any inquiry, hearing or investigation commenced by an Official Body to investigate Your Business Activities or an Insured Person in their capacity as an Insured Person.

Insured Person

Any natural person who is or has been, during the Period of Insurance, a director, officer or trustee of You.

Legal Representation Expenses

Reasonable and necessary legal representation fees and related professional charges which an Insured Person incurs personally in their representation at a Formal Investigation.

Limit of Indemnity

The maximum amount, stated in the Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) and in total for all Claims first made during any one Period of Insurance.

Loss

Sums which any Insured Person or You are legally liable to pay in respect of any

(1) damages, compensation or other settlements

(2) claimants' costs and expenses

(3) Defence Costs.

Official Body

Any government body, government agency, government department, regulator, disciplinary body, criminal authority, or other body legally empowered to investigate Your affairs or an Insured Person in their capacity as an Insured Person.

Pollution

Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

Retaliation

An act carried out against an Employee relating to or alleged to be in response to whistle-blowing or on account of such Employee's exercise or attempted exercise of their legally protected rights.

Retired Insured Person

Insured Persons who have ceased to act in their usual capacity prior to the expiry of the Period of Insurance for reasons other than

(1) disqualification, on grounds relating to fitness or propriety, from holding office or from managing a company

(2) a Transaction having taken place.

Legal Liabilities – Management Liability

Subsidiary

Any organisation owned or controlled by You.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.

Transaction

The occurrence of any of the following events, You

- (1) cease to trade
- (2) consolidate with or merge into another entity
- (3) dispose of all or substantially all of Your assets.

United Kingdom

The United Kingdom (including the Isle of Man and the Channel Islands).

Wrongful Act

An actual or alleged

- (1) breach of duty including fiduciary or statutory duty
- (2) negligent act, error or omission
- (3) defamation
- (4) breach of warranty of authority
- (5) misstatement or misleading statement
- (6) wrongful trading

committed by You or by an Insured Person in their capacity as a director, officer or trustee of You or You within the United Kingdom.

Legal Liabilities – Management Liability

Cover

Our total liability under this Section shall not exceed the Limit of Indemnity.

We shall not be liable for the Excess or any lesser amount for which a Claim may be settled.

(1) Directors, Officers and Trustees Liability

We will indemnify any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance
and
- (b) such Loss is not recoverable by You from any other source.

(2) Charity Reimbursement

In the event that You are required or permitted to indemnify an Insured Person, We will pay on Your behalf for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance
and
- (b) such Loss is not recoverable by You from any other source.

(3) Charity Liability

We will indemnify You for loss arising from a Claim as the result of a Wrongful Act, provide that

- (a) such Claim is first made and notified to Us during the Period of Insurance
and
- (b) such loss is not recoverable by You from any other source.

(4) Heirs, Spouses or Legal Representatives

In the event of an Insured Persons' death, incapacity, insolvency or bankruptcy We will indemnify their lawful heirs, marital spouse, estate or legal representatives in respect of any legal liability by reason of their lawful status for Loss arising from a Claim as a result of a Wrongful Act.

(5) Claims Brought by Your or Insured Person

In the event of action of proceedings being brought by or on behalf of an Insured Person or You in respect of a Claim arising from a Wrongful Act, We will provide indemnity for Loss arising from any

- (a) Claim brought by any retired director of You
- (b) Claim brought by an administrator, liquidator or receiver appointed to deal with the insolvency of You.

(6) Bodily Injury Defence Costs

We will pay Defence Costs arising from any Claim for Bodily Injury as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under this Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity will not exceed £250,000 or the balance of the Limit of Indemnity available, whichever is the lesser.

Legal Liabilities – Management Liability

(7) Pollution Defence Costs

We will pay Defence Costs arising from any Claim for Pollution as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance. Our total liability under this Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity will not exceed £250,000 or the balance of the Limit of Indemnity available, whichever is the lesser.

(8) Loss of Documents

We will pay all reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents lost or damaged in the conduct of the Business Activities provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.

Our total liability under this Cover shall not exceed £50,000 for any one occurrence and £150,000 in any one Period of Insurance.

We will not provide indemnity under this Section in respect of any loss or damage to Documents which are stored on Computer and Electronic Equipment unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

(9) Legal Representation Expenses

We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for representation at a Formal Investigation during the Period of Insurance provided that

- (a) such costs and expenses are incurred with Our prior written consent
and
- (b) the attendance of that Insured Person is required directly in relation to the Formal Investigation
and
- (c) the subject of the Formal investigation

may become a Claim under this Section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.

Our total liability under this Cover whether involving one or any number of Insured Persons will not exceed £15,000 which is part of and not in addition to the Limit of Indemnity in any one Period of Insurance.

(10) Extended Reporting Period

If We decline to offer renewal terms for this Section for reasons other than non-payment of premium, You have the right to extend the Period of Insurance for an additional 12 months, hereafter referred to as the extended reporting period.

Provided that

- (a) You make written application to Us to exercise the extended reporting period within 15 days of the expiry date of the Period of Insurance
- (b) payment of the additional premium chargeable is made by You within 30 days of the expiry date of the Period of Insurance
- (c) indemnity during the extended reporting period is only provided in respect of any Wrongful Act committed prior to the expiry date of the Period of Insurance
- (d) this Section is not super-ceded by another policy covering the same, or substantially the same, risks.

(11) Retired Insured Persons

If this Section is neither renewed nor replaced with similar cover You shall be entitled to an extended reporting period of 72 months. The extended reporting period shall commence from the expiry date of the Period of Insurance and shall, for each Retired Insured Person, apply only to Wrongful Acts prior to the date on which that Retired Insured Person became a Retired Insured Person.

A Claim made during an extended reporting period shall be deemed to have been made during the Period of Insurance immediately preceding that extended reporting period. If, You take out any other insurance policy which affords cover similar to the extended reporting period described above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.

Legal Liabilities – Management Liability

(12) Cyber Liability and Data Confidentiality

We will indemnify any Insured Person for Loss arising from any Claim as the result of a Wrongful Act arising from the use of any computer system used to store, retrieve, transmit or manipulate electronic data owned by You or for which You are legally responsible.

(13) Pensions and Employee Benefit Schemes

We will indemnify any Insured Person for Loss arising from a Claim as the result of a Wrongful Act in connection with their operation or administration of a Benefit Scheme.

(14) Crisis Event and Reputation Protection Costs

We will pay on behalf of You any reasonable costs and expenses incurred by You for the services of a public relations or crisis management consultancy, or law firm to limit adverse publicity arising from a Crisis Event, provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the Crisis Event may become the subject of a Claim under this Section.

Our total liability under this extension of cover is £25,000.

Optional Cover

The following Optional Cover applies only where stated in The Schedule.

(15) Employment Practices Liability

We will indemnify You for Loss arising from a Claim as the result of an Employment Wrongful Act provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by You from any other source.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You or any Insured Person in respect of any Claim

- (1) arising from proceedings brought against an Insured Person or You and which have been issued prior to, or which are pending at, the prior and pending litigation date stated in the Schedule.
- (2) or circumstance that might give rise to a Claim which
 - (a) has been notified to and accepted under any other insurance attaching prior to the inception of this Section,
 - (b) an Insured Person should after reasonable enquiry have been aware of prior to the inception of this Section.
- (3) arising from any Wrongful Act committed by the lawful heirs, marital spouse, estate or legal representatives of an Insured Person.
- (4) arising directly or indirectly from or in consequence of
 - (a) any dishonest or fraudulent act or omission by You or any Insured Person if a court judgement or other final adjudication establishes such dishonest, fraudulent act or omission
 - (b) any Insured Person having gained any personal profit, remuneration or advantage to which they were not legally entitled.
- (5) from any action or proceedings brought by or on behalf of You or an Insured Person other than specifically indemnified under Cover (5) Claims Brought by You or Insured Person.

Legal Liabilities – Management Liability

- (6) directly or indirectly arising from
 - (a) the provision of, or failure to provide, professional services or professional advice
 - (b) a breach of any contract for the provision of professional services or professional advice.
- (7) directly or indirectly from any fines or penalties, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court.
- (8) directly or indirectly arising out of any Benefit Scheme.
- (9) arising from any Bodily Injury other than Defence Costs indemnified under Cover (6) Bodily Injury Defence Costs.
- (10) arising from Pollution other than Defence Costs indemnified under Cover (7) Pollution Defence Costs.
- (11) arising directly or indirectly from or caused by damage to property other than Loss of Documents indemnified under Cover (8) Loss of Documents.
- (12) arising directly or indirectly from Business Activities in countries outside the United Kingdom.
- (13) arising from any legal proceedings brought in a court of law outside the United Kingdom or brought in the United Kingdom to enforce a judgement or order made in any court of law outside the United Kingdom.

Additional Exceptions applying to Cover (3) only

- (14) for the breach of any contract or agreement, either written or oral, except to the extent that You would have been liable in the absence of such contract.
- (15) arising directly or indirectly from or in any way involving an Employment Practice Wrongful Act.
- (16) arising directly or indirectly from or in consequence of or in any way involving breaches of law or regulation or other legal obligation concerning competition or for interference with trade.
- (17) for direct or indirect tax obligations of any kind.
- (18) arising directly or indirectly from or in any way involving Claims incurred as a result of any allegation of libel or slander.

Additional Exceptions applying to Cover (15) only

- (19) any Claim arising directly or indirectly or in consequence of or in any way relating to strikes, lockouts, collective bargaining agreements or involvement in other trade union activities (however this exception will not apply to a Claim for Retaliation).
- (20) any Claim arising directly or indirectly or in consequence of or in any way relating to an actual or alleged breach of legal obligation to obtain or maintain insurance or any legal obligation to obtain or maintain insurance relating to any legally required sickness, healthcare, disability, pension or national insurance system (however this exception will not apply to a Claim for Retaliation).
- (21) any Claim arising directly or indirectly from or in consequence of or in any way relating to an actual or alleged
 - (a) breach of legal obligation by You to make any reasonable adjustments to premises or working practices to
 - (b) meet the needs of a person with a disability, other than Defence Costs.
- (22) any Claim arising directly or indirectly from or in consequence of or in any way relating to any payment due to an Employee in accordance with
 - (a) the contract of employment including
 - (i) compensation payable in respect of contractual or statutory notice periods and payments due on redundancy (however this exception does not apply to a Claim for Retaliation)
 - (ii) the repayment of deductions wrongfully made from salary, wages or benefits or from any other form of payment due
 - (b) any law or duty relating to any minimum wage legislation (however this exception does not apply to a Claim for Retaliation)other than Defence Costs.

Legal Liabilities – Management Liability

(23) the cost of compliance or non compliance with any order for, grant of or agreement to provide perpetual or interim injunctive relief or any non-monetary relief, other than Defence Costs.

(24) the cost of complying or refusing to comply with a court or other order for the reinstatement of an Employee, other than Defence Costs.

(25) any Claim arising directly or indirectly from or in consequence of or in any way relating to any activities of any corporate pension trustee company.

Claims Conditions

If in relation to any Claim, You or any Insured Person fail to fulfil or observe the requirements imposed upon You or them by (1), (2) or (3) You or any Insured Person will lose Your or their right to indemnity or payment for that Claim.

(1) Claims Notification

If during the Period of Insurance, regardless of any Excess, You or any Insured Person

- (a) receive any Claim, You shall give written notice to Us as soon as practicable
- (b) become aware of any circumstance that might give rise to a Claim, You shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us
- (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Persons, whether giving rise to a Claim or not, You shall give written notice to Us of such discovery as soon as practicable,

provided always that any such written notice under Claims Condition (1) Claims Notification is received by Us during the Period of Insurance.

(2) Admission of Liability

In the event of a Claim or the discover of a circumstance that might give rise to a Claim, You or any Insured Person must not admit liability for or settle any Claim, or incur any related costs or expenses, without Our written consent.

(3) Claims Control and Subrogation

In the event of a Claim or the discover of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense, at any time, to take over and conduct in Your name or the name of an Insured Person the defence or settlement of any such Claim or circumstance.

We shall not settle any Claim without the Your consent or the consent of the Insured Person. If however such consent is refused when settlement is recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, incurred with Your or their consent up to the date of such refusal and then only up to the Limit of Indemnity stated in the Schedule.

If We do take over and conduct the defence or settlement of any such Claim, You or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in Your or any Insured Persons power to provide.

Without prejudice to the generality of the above, Your duty to assist Us includes

- (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed b Us.

We retain all rights of recovery available to You or any Insured Person in respect of any payment which may be made under this Section.

Legal Liabilities – Management Liability

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(1) Acquisition, Creation or Disposal of Subsidiaries

We will automatically extend the indemnity available under this policy where the You establish or acquire a new Subsidiary during the Period of Insurance, provided that the newly established or acquired Subsidiary

- (a) is not registered and does not have any Employees, operations or assets outside of the United Kingdom
- (b) is not quoted on any stock exchange, and
- (c) does not have gross consolidated assets in excess of 30% of the gross consolidated assets of You as declared in Your last audited accounts.

Unless automatic coverage applies, as set out above, You must

- (a) give Us written notice of any such events as soon as practicable, together with such additional information as We may require, and
- (b) accept any notified alteration to the terms of this policy and
- (c) pay any additional premium required by Us.

Unless otherwise agreed, We will only provide indemnity for Loss in respect of a Wrongful Act committed after the date the new or additional Subsidiary was established or acquired by You.

In the event of the liquidation or sale of a Subsidiary during the Period of Insurance, We will continue to provide an indemnity for Loss in respect of such Subsidiary but only in respect of any Wrongful Act committed prior to the date of liquidation or sale.

(2) Change of Control

If during the Period of Insurance You

- (a) consolidate or merge into, sell all or the majority of Your assets to any person, entity or group of persons or entities or
- (b) become a subsidiary of another charity or organisation or become controlled by another entity

We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful Act prior to the date of change.

(3) Allocation

We will do all that is reasonably required to determine a fair and equitable allocation between any Loss which is indemnified and any other losses or costs which are not indemnified under this Section taking into account the relative legal liability of each party involved.

If We cannot agree on a fair and equitable allocation with You or the Insured Person, then the issue will be referred to a senior barrister (to be mutually agreed upon by the Insured Person, You and Us) for arbitration whose decision shall be binding on all parties.

(4) Authorisation

You shall act upon behalf of any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of

- (a) the notification of any Claims in accordance with Claims Conditions (1), (2) and (3)
- (b) the payment of premiums or the receiving of any return premiums that may become due under this Section
- (c) the negotiation, agreement to and acceptance of renewal terms and endorsements applying to this Section.

Legal Liabilities – Management Liability

(5) Contracts (Rights of Third Parties)

A person or company who is not a party to this Section has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Section but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

(6) Policy Disputes

In the event if any dispute, the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection with this Section.

(7) Liquidation

In the event of Your liquidation, We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful Act prior to the date of liquidation. The date of liquidation will be deemed to be the date on which

(a) a resolution for voluntary liquidation is passed by You

or

(b) a petition for compulsory liquidation is presented to the relevant authority.

(8) Other Insurances

If any Insured Person or You are, or would be but for the existence of this Section, entitled to indemnity under any other policy in respect of any Claim or Loss, We shall not be liable for any Loss or Defence Costs except in respect of any amount in excess of that which would have been payable under such insurance had this Section not been effected.

(9) Limit of Indemnity

An aggregate Limit of Indemnity applies to Covers (1) to (14) with a separate aggregate Limit of Indemnity applying to Cover (15) of this Section where shown as Insured on the Schedule. We have no liability in excess of this Limit of Indemnity regardless of the number of Insured Persons or Companies or Claims made during the Period of Insurance.

(10) Excess Waiver

We will refund the Excess if a final adjudication or a complete and final settlement exonerates all Insured Persons involved in such Claim from liability and imposes no recourse.

(11) Severability of Exceptions

For the purposes of determining whether an exception applies, no fact pertaining to the conduct of any Insured Person shall be imputed to any other Insured Person.

(12) Originating Cause

All Claims or losses arising directly or indirectly from one source or originating cause shall be treated for the purposes of the Limit of Indemnity as a single Claim or Loss.

Employee Benefits – Personal Accident

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Accidental Bodily Injury

- (1) injury caused by accidental and/or violent means
- (2) exposure

occurring within 24 months from the date of the accident by which such injury is caused.

Gross Wages

The Insured Person's wages plus the average annual overtime/commission/bonus payments received in the three years immediately preceding the date of accident (all prior to deductions) or for weekly paid employees 52 times the Insured Person's weekly wage plus the average weekly overtime/commission/bonus payments received in the 156 weeks immediately preceding the date of accident (all prior to deductions).

Insured Person

- (1) You
 - (2) any director of Yours, or partner, or proprietor of The Organisation
 - (3) any Employee of Yours under a contract of employment
- with You aged 80 or under.

Loss of Limb

Shall mean in respect of

- (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)
and/or
- (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Operative Time of Cover

The period of time during which You or an Insured Person is covered by this policy as described in The Schedule.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

Employee Benefits – Personal Accident

Cover

We will pay compensation to You or Your personal representatives for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which, solely, directly and independently of any other cause, results in any of the following Contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes and/or total and permanent loss of hearing in one or both ears
- (3) loss of one or more limbs
- (4) any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing any occupation
- (5) temporary total disablement which prevents the Insured Person from pursuing their normal occupation
- (6) temporary partial disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation.

We will not provide compensation in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

The amount of compensation payable to You for any Insured Person shall be the amount as stated in The Schedule for that category of Insured Person.

Permanent Partial Disablement

In the event of an Insured Person suffering permanent disablement as a direct result of Bodily Injury We will pay a percentage of the benefit provided for Permanent Total Disablement depending on the degree of permanent disablement. Benefits for specific disabilities are:

Permanent severance or permanent and total loss of use of

- | | |
|--------------------------------------|-----|
| • A thumb | 30% |
| • A forefinger | 20% |
| • Any finger other than a forefinger | 10% |
| • A big toe | 15% |
| • Any toe other than a big toe | 5% |
| • A Shoulder or Elbow | 25% |
| • A wrist, hip, knee or ankle | 20% |
| • The lower jaw by surgical | 30% |

Any permanent disability which is not covered by Capital Benefits or any of the benefits above up to a maximum 100% of the Permanent Total Disablement benefit. Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the Insured Person will not be taken into consideration during this assessment.

When more than one form of permanent partial disablement results from Bodily Injury the percentages will be added together but We will not pay more than 100% of the Permanent Total Disablement in total.

If a claim is made for Capital Benefits then a claim for permanent partial disablement cannot also be made.

Employee Benefits – Personal Accident

Clauses

The following clauses apply to this Section.

(1) Amounts Payable

We will pay

- (a) the compensation stated in The Schedule with weekly benefit being paid at four weekly intervals
- (b) compensation under contingencies (5) and/or (6) for a maximum of two years from the date that the disablement started but where We pay compensation under any of contingencies (1) to (4)
 - (i) any weekly benefit being paid for the same injury will stop
 - (ii) this insurance will end for the Insured Person.

We shall not be liable for any amount in excess of the maximum accumulation limit of £5,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

(2) Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died.

However, You will repay any compensation if the Insured Person is found to have been alive or is found alive.

(3) Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
 - (i) a medical examination or
 - (ii) a post mortem examination
- (b) You or Your legal representative will supply to Us, at Your expense, any
 - (i) certificate
 - (ii) information
 - (iii) evidencein the format We require.

(4) Medical Expenses

When We pay compensation under contingencies (5) or (6), We will also pay up to 30% of this amount in respect of medical expenses incurred, subject to a maximum of £10,000 in respect of any one Insured Person.

(5) Gross Wages

Where compensation is on a wages basis, the amount payable shall be the average weekly wage

- (a) in the 12 week period before the date of the Accidental Bodily Injury or
- (b) any shorter period if the Insured Person has been employed by You for less than 12 weeks.

We will not include overtime, commission or bonus payments unless these are guaranteed.

Employee Benefits – Personal Accident

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy

We will not pay compensation for Accidental Bodily Injury directly or indirectly caused by

- (1)
 - (a) the Insured Person suffering from any disability due to a gradually operating cause
 - (b) suicide or attempted suicide
 - (c) deliberate exposure to danger (except in an attempt to save human life)
 - (d) the Insured Person's own criminal act
 - (e) the Insured Person being in a state of insanity
 - (f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)
 - (g) pregnancy or childbirth.
- (2) an Insured Person practicing for or taking part in
 - (a) mountaineering or rock climbing requiring use of ropes or guides
 - (b) pot-holing
 - (c) winter sports
 - (d) any kind of racing (except foot races)
 - (e) speed or time trials
 - (f) naval military or air force service or operations.
- (3) the effects of alcohol or drugs (other than drugs prescribed by a doctor).
- (4) any treatment for drug addiction.
- (5) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision – Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (5)(a) and/or (5)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit) the burden of proving that any such consequence is covered (or is covered beyond that limit) under this Section shall be upon You.

Employee Benefits – Personal Accident

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- (i) any limits, amounts payable or maximum accumulation stated in The Schedule
- or
- (ii) £1,000,000.

In the event of a claim exceeding the total amount payable under this Special Provision – Terrorism Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

Endorsements and Conditions

The following endorsements and conditions apply to this Section in addition to the Policy Conditions at the back of this policy

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for the claim.

Minors

If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim

- (a) The maximum amount payable for death will be £20,000 or the sums insured shown in The Schedule whichever is less
- (b) The definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Internal Organ or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life
- (c) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

Non Employees

In respect of any Insured Person who is not a director or employee of the Policyholder the definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

Employee Benefits Business Travel

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply

Accident/Accidental

Sudden, violent, external, unforeseen and identifiable event.

Accidental Bodily Injury

- (1) Injury caused by Accidental and/or violent means
- (2) exposure.

Baggage and/or Personal Belongings

- (1) The property of the Insured Person or within their personal custody and control not being Your property or otherwise used for the purposes of The Organisation and
- (2) normally carried on or about the person in the course of travel on an Insured Journey.

Dependant(s)

Any natural or legally adopted children or legal wards of an Insured Person (and/or a Partner where applicable) living at the same address who at the time of the Accident are no older than 18 years of age or 23 years of age if in full time education or any other person who is dependent on the Insured Person for whom the Insured Person is in receipt of a carer's allowance or attendance benefit from the state.

Emergency Travel Expenses

The additional cost of transport, accommodation and Repatriation necessarily incurred upon medical advice in respect of the Insured Person or any relative or friend of the Insured Person who has necessarily to travel and/or remain with or escort the Insured Person or in the case of death, funeral expenses (including the cost of transporting the body or ashes to the deceased's country of normal residence or at Our discretion such other country requested by the personal representatives of the deceased).

Geographical Limits

- (1) Europe – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Lichtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).
- (2) USA – North America and Canada.
- (3) Worldwide – anywhere in the world other than Europe or USA.

Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

Hospital

- (1) A National Health NHS Trust
- (2) A registered private hospital or establishment licensed by a recognised body for
 - (a) medical diagnosis and treatment
 - (b) undertaking surgical operations
 - (c) care of injured or sick personsby or under the supervision of a staff of medical practitioners.

Employee Benefits Business Travel

Insured Journey

Any authorised journey in connection with The Organisation which begins during the Period of Insurance and

- (1) starts from the time the Insured Person leaves their home or, if later, their place of business to travel within the Geographical Limits stated in The Schedule
and
- (2) continues during the entire period of the journey
and
- (3) terminates at the time of return to their home, or if earlier, their place of business.

If the Insured Journey is solely within the United Kingdom, cover will only be operative only if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the Insured Journey shall be deemed to be included within the period of the Insured Journey provided that it is otherwise within the period set out above.

Insured Person

- (1) You
- (2) Any director of Yours, or partner, or proprietor of The Organisation
- (3) Any Employee of Yours under a contract of employment with You
- (4) Any accompanying spouse or partner or Dependants.
aged 80 or under.

Partner

The spouse or civil partner of an Insured Person living at the same address as the Insured Person for at least 12 months and sharing financial responsibility for their Dependants.

Repatriation

With prior approval from Us and due solely to medical reasons, the return of the Insured Person to

- (1) the United Kingdom
or if different
- (2) their normal country of residence

by normal scheduled airlines, air ambulance or other suitable means of transport.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence
and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage)

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

United Kingdom

England, Scotland, Wales, Northern Ireland and the Isle of Man.

Employee Benefits Business Travel

Cover

Contingency 1 - Medical Expenses

We will indemnify You in respect of

- (1) Emergency Travel Expenses
- (2) medical expenses

necessarily incurred

- (a) as a result of the Insured Person sustaining Accidental Bodily Injury or contracting sickness during the course of an Insured Journey outside
 - (i) England, Wales, Scotland, Northern Ireland and the Isle of Man,
or if different
 - (ii) the Insured Person's normal country of residence
and
- (b) within 24 months of such Accidental Bodily Injury or sickness.

The maximum We will pay in respect of any one claim is the limit shown in The Schedule.

Automatic Extensions

Emergency Medical Expenses

The Emergency Medical Assistance service is operated by a specialist emergency assistance organisation whose details are advised to You and will advise on and, where appropriate, arrange all medical treatment, travel and accommodation covered under Medical Expenses. The Emergency Assistance Organisation's experienced multi-lingual staff will deal with enquiries and will ensure that where necessary

- (1) hospitals are contacted and any necessary fees guaranteed
- (2) multi-lingual staff are used to converse with doctors and hospitals overseas in their own language
- (3) medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted
- (4) the patient will be escorted by a medical attendant
- (5) assistance is provided upon arrival in the United Kingdom
- (6) arrangements are made for other Insured Persons to travel home
- (7) arrangements are made for the outward and return journeys for the next of kin or other nominated person to a sick or injured Insured Person.

Provided medical treatment, travel or accommodation has been arranged by the Emergency Assistance Organisation We will pay all associated costs incurred on behalf of the Insured Person.

We will not pay any costs which are not covered under Medical Expenses.

Condition

If We incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the Emergency Assistance Organisation to any person who is not insured under this policy, You shall reimburse Us in respect of such costs and expenses.

Employee Benefits Business Travel

Hospital Expenses

In the event that an Insured Person is admitted as a Hospital in-patient outside of the United Kingdom We will pay You on behalf of the Insured Person £25 for each complete 24 hour period that the Insured Person spends as an in-patient up to a maximum of £5,000.

Replacement Personnel

In the event that Repatriation of the Insured Person is necessary as a result of circumstances giving rise to payment of benefit under Contingency 1 - Medical Expenses and it is necessary for You to provide one or more replacement personnel We will indemnify You in respect of the necessary costs incurred in transporting the replacement personnel up to a maximum of £10,000 in total for one claim.

Exceptions

The following exceptions apply to Contingency 1 - Medical Expenses in addition to the Policy Exceptions at the back of this policy

We will not indemnify You in respect of

- (1) the first £25 of each and every claim for each Insured Person except for Emergency Medical Expenses
- (2) any claim resulting from
 - (a) Accidental Bodily Injury sustained or sickness contracted by any person aged over 80 years old
 - (b) the Insured Person engaging in or taking part in naval military or air force service or operations or whilst hunting on horseback or whilst riding or driving in any kind of race or flying other than as a passenger by recognised airlines or any fully licensed standard type multi-engined aircraft operated by a recognised air charter company
 - (c) medical expenses incurred when the specific purpose of the journey is for the Insured Person to receive medical treatment or advice
 - (d) medical expenses incurred following the Insured Person's return to the United Kingdom or normal country of residence if different
 - (e) the Insured Person being under the influence of or being directly or indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)
 - (f) suicide, attempted suicide or intentional self-injury by the Insured Person or from deliberate exposure to danger (except in an attempt to save human life) or from the Insured Person's own criminal act or Accidental Bodily Injury sustained whilst the Insured Person is in a state of insanity
 - (g) the Insured Person travelling against the advice of a medical practitioner
 - (h) the Insured Person giving birth or pregnancy of the Insured Person within eight weeks of the most recently advised expected date of confinement

Contingency 2 - Baggage and/or Personal Belongings

In the event of the Insured Person suffering loss of or damage to Baggage and/or Personal Belongings during an Insured Journey We will indemnify You or an Insured Person in respect of loss of or damage up to the limit shown in The Schedule for any one claim.

Provisions

- (1) We shall be entitled in the event of a loss and at Our sole option to replace any article lost (whether wholly or in part) or to pay cash therefore not exceeding in any event the insured value thereof.
- (2) The maximum amount payable in respect of any one unspecified item will be £1,000 or 50% of the total sum insured whichever is the lower.
- (3) Total loss or destruction of an insured item shall be dealt with on a full replacement basis for any unspecified item. There will be no reduction for wear and tear and depreciation.

Employee Benefits Business Travel

Automatic Extension

Temporary Loss

In the event of an Insured Person being temporarily deprived of their Baggage and/or Personal Belongings for at least four hours from the time of arrival at their destination during an Insured Journey, We will reimburse You or the Insured Person in respect of emergency and necessary purchases subject to a maximum of £750 for any one claim.

Any such payment will be deducted from any benefit payable for total loss or subsequent damage to Baggage and/or Personal Belongings where temporary deprivation proves to be permanent.

We will not indemnify You in respect of

- (1) the first £25 of each and every claim for each Insured person, except when the claim is for temporary loss of Baggage and/or Personal Belongings on an outward journey
- (2) any claim resulting from
 - (a) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried
 - (b) moth or vermin or gradual deterioration
 - (c) wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container)
 - (d) loss of cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets or coupons with distinct monetary value
 - (e) loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority
 - (f) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report)
 - (g) loss or damage resulting from pressure in an aircraft cargo hold
 - (h) theft or attempted theft of Baggage and/or Personal Belongings from any Unattended Vehicle unless all doors, windows and other points of access have been locked where locks have been fitted and all manufacturers' security devices have been put into effect and the keys have been removed from any Unattended Vehicle and the Baggage and/or Personal Belongings have been placed out of sight or in a locked boot.

Condition

The Insured Person must take all reasonable care to avoid loss or damage to their Baggage and/or Personal Belongings

Contingency 3 - Money

In the event of the Insured Person suffering the loss of cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets or coupons having distinct monetary value

- (1) during the course of an Insured Journey or
- (2) occurring during the 120 hours immediately prior to such journey or the 120 hours following such journey if obtained for the purposes of undertaking the Insured Journey and in the custody and control of the Insured Person.

We will indemnify You or the Insured Person in respect of such loss up to the limit shown in The Schedule for any one claim.

Provision

The maximum We will pay in respect of cash, bank or currency notes being carried at any one time shall be limited to £5000.

Employee Benefits Business Travel

Automatic Extension

Fraudulent use of Credit Cards

If You or the Insured Person sustains financial loss as a direct result of a credit, charge, debit or bankers card being lost or stolen during an Insured Journey and it being fraudulently used by someone other than the Insured Person, We will indemnify You or the Insured Person for such loss up to a maximum of £500 for any one Insured Journey provided that You or the Insured Person has fully complied with all terms and conditions under which such card has been issued.

Emergency Passport Expenses

If the Insured Person sustains

- (1) loss of or damage resulting in any visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey We will indemnify You on behalf of the Insured Person in respect of fees charged by the appropriate consular visa and/or passport office for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £1,000 for any Insured Journey
or
- (2) theft of any visa and/or passport within seven days prior to the proposed departure date of an Insured Person We will indemnify You on behalf of the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained subject to a maximum of £750 for any claim

We will not indemnify You in respect of

- (1) the first £25 of each and every claim for each Insured Person
- (2) any claim resulting from
 - (a) delay, confiscation, errors or omissions in receipts of payment, accountancy or depreciation in value
 - (b) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report).

Condition

The Insured Person shall take all reasonable care in avoiding any loss.

Employee Benefits Business Travel

Contingency 4 - Cancellation, Curtailment or Change of Itinerary

In the event of the necessary and unavoidable cancellation, curtailment or change of itinerary of an Insured Journey

- (1) following the death, Accidental Bodily Injury or sickness of
 - (a) the Insured Person, business colleague (with whom the Insured Person intended to travel) or business contact for the purpose of the Insured Journey
 - (b) the Insured Person's legal or common law spouse or partner, daughter, son, sister, brother, mother, father, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, fiancée or fiancé,or
- (2) as the result of
 - (a) the death of a close friend of the Insured Person
 - (b) the Insured Person attending compulsory, quarantine, witness call or jury service
 - (c) the Insured Person's place of residence being subject to physical loss or damage within 10 days of the proposed commencement of the Insured Journey and the Insured Person being unable to adequately secure the residence prior to the commencement of such Insured Journey
 - (d) the Insured Person's presence being required by the police following physical loss or damage or theft or attempted theft at the Insured Person's place of residence or place of employment
 - (e) cancellation or curtailment of scheduled public transport services consequent upon strike, riot, civil commotion, inclement weather or mechanical breakdown.

We will reimburse You or the Insured Person in respect of all non-recoverable deposits, advance payments and other charges paid or due to be paid by You or the Insured Person for travel and/or accommodation in respect of the proposed Insured Journey up to the limit shown in The Schedule for any one claim.

We will not indemnify You in respect of any claim resulting from

- (1) the Insured Person or the Insured Person's business colleague on the Insured Journey travelling or planning to travel against the advice of a registered medical practitioner.
- (2) any circumstances under (1) (b) where any medical condition from which the relevant person is known by the Insured Person to be suffering at the commencement of the Insured Journey or if earlier the date of cancellation or date of curtailment or change of itinerary. This exception shall not apply if such condition has been without the necessity of professional treatment or consultation in the 12 months immediately prior to such date.
- (3) the death or Accidental Bodily Injury or sickness of any person aged over 80 years.
- (4) childbirth or pregnancy where the cancellation, curtailment or change of itinerary occurs within eight weeks of the most recently advised expected date of medical confinement.
- (5) the Insured Person deciding not to travel or, if on an Insured Journey, deciding not to continue to travel.
- (6) any Insured Journey cancelled or curtailed where the Foreign and Commonwealth Office (FCO) advice at the time the trip was booked is "against all travel to" the chosen destination.

Replacement

When an Insured Journey has been cut short following departure as a direct and necessary result of any cause outside Your or the Insured Person's control We will reimburse You for the reasonable additional cost of travel and accommodation necessarily incurred as a direct result of

- (1) returning You or the Insured Person to the United Kingdom or normal Country of Residence (if different)
- (2) sending a replacement to assume the duties of the original Insured Person

up to a limit of £10,000.

Employee Benefits Business Travel

Contingency 5 - Travel Delay and Missed Departure

Part A – Travel Delay

If the outward or homeward departure of an aircraft, train, coach or sea vessel in which the Insured Person has booked to travel is delayed for at least 12 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, train, coach or sea vessel, We will compensate You by the amount of £50 for the first complete four hours delay and £50 for each complete four hours delay thereafter but not exceeding the amount paid in respect of fares for such delayed travel or £500 whichever is the lesser.

We will not indemnify You in respect for any claim resulting from

- (1) the failure of the Insured Person to check-in not later than the time indicated by the carriers.
- (2) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for the delay.
- (3) the withdrawal from service, temporarily or otherwise, of any aircraft, train or sea vessel on the orders or recommendation of the manufacturer, the civil aviation authority, a port authority or any other similar body in any country.
- (4) the failure of the Insured Person to accept alternative equivalent means of transport within the period of delay where there is offered on reasonable terms in lieu of the original mode of conveyance.
- (5) strike, labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked.
- (6) delay where compensation is recoverable from the airline or other carrier.

Part B – Missed Departure

If the bus, rail, water or air transport on which an Insured Person is travelling fails to deliver the Insured Person to the departure port, station or airport in time to board the sea vessel, train or aircraft on which the Insured Person is booked to travel, We will pay up to £500 in respect of the reasonable cost of additional accommodation and transport expenses necessarily incurred to transport the Insured Person to the Insured Person's first destination outside the United Kingdom, provided that the Insured Person has taken all reasonable steps to complete the journey to the final United Kingdom departure port or airport on time.

We will not indemnify You in respect of any claim resulting from

- (1) strike, industrial action, riot or civil commotion which was in existence or for which a warning had been given prior to the date of departure.
- (2) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the reason for the missed departure.
- (3) withdrawal from any service, temporarily or otherwise, of any aircraft, train or sea vessel on the orders or recommendation of the manufacturer, the civil aviation, a port authority or any other similar body in any country.

Employee Benefits Business Travel

Contingency 6 - Hijack and Kidnap and Ransom

Definitions

The following definitions apply to Hijack and Kidnap and Ransom in addition to the Business Travel Section Definitions and the Policy Definitions at the front of this policy. They keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Consultants Costs

Fees and expenses of Our Security Consultants reasonably and necessarily incurred in response to a Kidnap including but not limited to Ransom Monies.

Life Threatening Situation

A life threatening situation is a situation recognised by Our Security Consultants including, but not limited to, serious crimes such as Kidnap or unlawful detention.

Ransom Monies

A reasonable consideration paid or promised to be paid to a person or group believed to be responsible for Kidnap which is necessarily incurred to terminate the Kidnap.

Cover

In the event of the conveyance in which an Insured Person is travelling being subject to Hijack during an Insured Journey and the Insured Person being detained as a result for a period in excess of 24 hours or if during an Insured Journey the Insured Person is detained as a result of Kidnap We will indemnify You on behalf of the Insured Person as below

- (1) Hijack
£500 per day for each complete period of detention
- (2) Kidnap
£500 per day for each complete period of detention
to a maximum of £25,000 in total for any one occurrence, and
- (3) Kidnap and Ransom
Consultants Costs incurred solely and directly as a result of Kidnap outside the United Kingdom or the Insured Person's Country of Residence (if different) up to a maximum total limit of £250,000 in any one Period of Insurance.

Automatic Extensions

If an Insured Person is the victim of a Hijack or Kidnap during an Insured Journey We will continue cover until the Insured Person has returned to the United Kingdom or their Country of Residence (if different) or until a period of 12 months from the date of Hijack or Kidnap has expired whichever occurs first.

Employee Benefits Business Travel

Exceptions

The following exceptions apply to Hijack and Kidnap and Ransom in addition to the Policy Exceptions at the back of this policy.

We will not be liable for any claim

- (1) for an Insured Person within the United Kingdom or their normal Country of Residence (if different)
- (2) relating to any criminal or fraudulent act of The Policyholder or the Insured Person
- (3) if The Policyholder or the Insured Person has had Kidnap insurance declined or cancelled in the past
- (4) for any Kidnap which occurs in Afghanistan, Columbia, Mexico, Nigeria, Philippines or Venezuela unless agreed by Us in writing
- (5) for any sums You become legally liable to pay as the result of any legal action for damages including legal costs incurred by You in defence of such action as the result of alleged negligence or incompetence in hostage retrieval or negotiations following Kidnap or alleged negligence in not preventing Kidnap.

Extensions to Cover

Life Threatening Situation Expenses

In the event that an Insured Person becomes involved in a situation where Our Security Consultants agree that the Insured's Person's life is in danger We will pay You for any reasonable and necessary costs incurred by Our Security Consultants in extracting the Insured Person from such situation up to a maximum limit of £25,000 for all claims in any Period of Insurance.

All decisions are intelligence based: Our in-house analysts monitor the situation in the country concerned and where possible We establish contact with a consultant in that country. Every situation is unique and the decision to deploy on-ground consultants will be based on the traveller and their individual needs assessed by Our Security Consultants.

Business Travel Exceptions

The following exceptions apply to Life Threatening Situation Expenses Cover in addition to the Policy Exceptions at the back of this policy.

We will not be liable for any Life Threatening Situation Expenses claim

- (1) where the Life Threatening Situation is due to any unpaid debt or criminal or fraudulent act of the Insured Person
- (2) incurred in the United Kingdom or the Insured Persons Country of Residence (if different)
- (3) where the Insured Person has deliberately exposed themselves to undue peril
- (4) where after commencement of an Insured Journey, warnings to leave have been given by Our Security Consultants or the British Government via the Foreign and Commonwealth Office and the warnings have not been acted upon in a timely manner.
- (5) incurred in relation to Hijack or Kidnap
- (6) for any sums the Insured Person becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by You in defence of such action as the result of alleged negligence or incompetence in extrication from the Life Threatening Situation or alleged negligence in not preventing the involvement of the Insured Person in such a situation.

Conditions

The following conditions apply to Hijack and Kidnap and Ransom in addition to the Policy Conditions at the back of this policy.

- (1) You must make a reasonable effort not to disclose the existence of this insurance.
- (2) You must inform Our Security Consultants immediately in the event of any circumstances that could give rise to a claim under this section. Their telephone number is +44 207 741 2074
- (3) You must provide Our Security Consultants with all assistance and information in a timely manner and must not attempt to make arrangements without the involvement and/or agreement of Our Security Consultants.

Employee Benefits Business Travel

Personal Liability

We will indemnify the Insured Person for sums which the Insured Person shall become legally liable to pay as damages and the Insured Person's proper costs and expenses in respect of Accidental death or bodily injury to any other person or accidental loss of or damage to material property of any other person.

All costs and expenses incurred with Our written consent in respect of any claims against You shall be payable in addition, notwithstanding that Our total liability does not exceed the limit shown in The Schedule.

We will not indemnify the Insured Person in respect of

- (1) Accidental death or bodily injury sustained by any member of the Insured Person's family or any person who is under a contract of service with You and which arises out of and in the course by You or liability arising in connection with any business profession or occupation
- (2) liability for loss of or damage to property belonging to or in the custody or control of the Insured Person their family or of any servant or agent of the Insured Person or liability arising out of the ownership, possession or use by the Insured Person or any land or buildings
- (3) liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement
- (4) liability in respect of any wilful or malicious act
- (5) any liability which is the result of any claim resulting from the transmission of any communicable disease or virus

Provision

Our liability under this Contingency for all damages, including interest, payable by the Insured Person to any claimant or number of claimants in respect of any one occurrence or all occurrences or a series arising out of one original cause shall not exceed the limit shown in The Schedule

Conditions

The following conditions apply to Personal Liability in addition to the Policy Conditions at the back of this policy.

- (1) The Insured Person shall give immediate notice to Us of any occurrence for which there may be liability and shall provide Us with such particulars and information We may require and shall forward to Us immediately on receipt every letter, writ, summons, and process and shall advise Us in writing immediately the Insured Person has knowledge of any impending prosecution inquest for fatal inquiry in connection with the said occurrence.
- (2) You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent.
- (3) We shall be entitled, at Our discretion, to take over and conduct in the name of the Insured Person the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other persons and the Insured Person shall give all information and assistance required.
- (4) We may at any time, at Our sole discretion, pay to the Insured Person the sum insured stated in this Contingency in respect of any occurrence or any lesser sums for which the claim or claims arising from such occurrence can be settled and We shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- (5) In the event of a claim or series of claims resulting in a liability of the Insured Person to pay a sum in excess of the sum insured stated in this Contingency Our liability for such costs and expenses shall not exceed an amount being in the same proportion as Our payments to the Insured Person bears to the total payment made by or on behalf of the Insured Person in settlement of the claim or claims

Employee Benefits Business Travel

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (1) Terrorism
- (2) any action taken in controlling, preventing, suppressing or in any way relating to (1) above

except as stated in **Special Provision – Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (2) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability) under this Section.

Special Provision - Terrorism

Subject otherwise to the terms, conditions, exceptions and exclusions of the policy

- (a) except as provided for in (b) below neither of the exclusions in (1) and (2) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser amount of
 - (i) any limits, amounts payable or maximum accumulation stated in The Schedule
 - or
 - (ii) £1,000,000.
- (b) the exclusions in (1) and (2) above shall apply to these covers if
 - (i) the Terrorism directly or indirectly utilises nuclear and/or chemical and/or biological and/or radiological means
 - (ii) the Terrorism results in harm or damage to life or to property of a nuclear and/or chemical and/or biological and/or radiological nature.

In the event of a claim exceeding the total amount payable under this **Special Provision – Terrorism** Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy

(1) Alteration of Risk

- If (a) there has been any alteration to the Property Insured and/or The Premises and/or The Organisation after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury
- or
- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

(2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

(3) Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above and provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (4) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

Policy Conditions

(4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
 - (i) 30 days or
 - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons of You becoming aware of the event or occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this Policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

(6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity, or
- (b) the Sum Insured or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

Policy Conditions

(7) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover from You any sums paid by Us to You in respect of the claim,
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

(8) Identification

The policy and The Schedule will be read as one contract.

(9) Non Disclosure, Misrepresentation or Misdescription

1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Policy Conditions

2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any premiums paid
 - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made and/or
 - (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited to on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

(10) Reasonable Precautions

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
 - (i) loss, destruction or damage to the Property Insured
 - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Organisation in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

(11) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

(12) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

Policy Conditions

(13) Index Linking

(a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion

(i) any buildings and tenants improvements item

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

(ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

(b) Claims.

These adjustments will continue during the

(i) Period of Insurance

(ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

(14) Long Term Undertaking

Where the policy is stated in The Schedule to be subject to a Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

(a) We will be under no obligation to accept an offer made in accordance with such an undertaking

(b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Organisation.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

(15) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

(a) (i) providing Us with any additional information

(ii) completing any actions agreed between You and Us

(iii) allowing Us to complete any actions agreed between You and Us.

(b) If required by Us, allowing Us access to The Premises and/or The Organisation to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option:

(i) modify Your premium,

(ii) amend the terms and conditions of this policy,

(iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,

(iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,

(v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

Policy Exceptions

The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
 - (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolutions, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (ii) mutiny or military uprising, martial law
 - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
 - (a) Property Damage – All Risks
 - (b) Theft
 - (c) Computer
 - (d) Electronic Equipment
 - (e) Business All Risks
 - (f) Goods in Transit
 - (g) Money and Assault
 - (h) Glass
 - (i) Engineering
 - (j) Contract Works
 - (k) Business Interruption
 - (l) Book Debts
 - (m) Loss of Licence.
- (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Employers' Liability
 - (d) Professional Indemnity
 - (e) Management Liability.

Policy Exceptions

- (3) exception (1) (b) does not apply to the following Sections, when insured by this policy
 - (a) Public and Products Liability
 - (b) Personal Accident.
- (4) exceptions (1) (a) and (1) (c) do not apply to the Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is undertaking an Insured Journey.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
 - (a)
 - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (b) the use of any weapon or device
 - (i) dispersing radioactive material and/or ionising radiation or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
 - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Organisation for the purposes for which they were intended.

However,

- (1) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party or
 - (b) assume the liability of another party.
- (2) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Employers' Liability
 - (d) Professional Indemnity
 - (e) Management Liability.
- (3)
 - (a) Money, negotiable instruments and specie
 - (b) securities and bonds
 - (c) jewellery
 - (d) precious stones
 - (e) precious metals
 - (f) bullion
 - (g) furs
 - (h) curios and antiques

Policy Exceptions

- (i) rare books
- (j) works of art
- (k) goods held in trust or on commission
- (l) documents
- (m) manuscripts
- (n) business books
- (o) computer systems records
- (p) explosives and hazardous substances
- (q) property in transit

unless specifically mentioned.

However, exceptions (3)(a) to (q) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
 - (2) Employers' Liability
 - (3) Public and Products Liability
 - (4) Commercial Legal Protection.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
 - (a) Property Damage
 - (b) Money and Assault
 - (c) Engineering
 - (d) Computer
 - (e) Electronic Equipment.
 - (f) Business Interruption.

Policy Exceptions

(2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy

(a) Employee Dishonesty

(b) Loss of Licence

(c) Terrorism

(d) Employers' Liability

(e) Personal Accident

(f) Professional Indemnity

(g) Management Liability.

Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.



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