

Insight

Specialist insurance made simple
Your policy document



Because change happenz®

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A warm welcome to Zurich

Thank **you** for taking out **your** Insight policy with **us** and welcome to Zurich Insurance Company.

Zurich Insurance Company is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 55,000 people serving customers in more than 120 countries.

At Zurich Insurance **we** have **your** future in mind and look forward to working closely with **you**.

Insight policy

This policy is a contract between **you** and **us**. **You** have made a proposal to **us** which is the basis of and forms part of this contract.

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

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

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

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

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

Law applicable to this contract

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

You agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance Company



Guy Munnoch

Chief Executive Officer of Zurich Insurance Company, UK Branch.

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

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

How we will use your data

We hold your personal data in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers for underwriting and claims purposes. You should show this to anyone whose personal data may be processed to administer this policy.

Policy Administration

In order to administer your insurance policy and any claims made under this policy we may share personal data provided to us with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If we do transfer your personal data including where we propose a change of underwriter we make sure that it is appropriately protected.

Claims History

Under the conditions of this policy you must tell us about any insurance related incidents such as fire, water damage, theft or an accident whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to the relevant database. We may search these databases when you apply for insurance in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Fraud Prevention & Detection

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

- a) share information about you with other organisations including the police
- b) undertake credit searches
- c) check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident in the UK or abroad other UK insurers, the Motor Insurers Bureau and MIIC may search the MID to obtain relevant policy information. Persons pursuing a claim in respect of a road traffic accident including citizens of other countries may also obtain relevant information which is held on the MID. You can find out more about this from our Customer Service Team or at www.miic.org.uk.

General Definitions

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

Buildings

Buildings of the **premises** for which **you** are legally responsible including:

- a) landlords' fixtures and fittings
- b) oil tanks, outbuildings, extensions, annexes, exterior swimming pools, canopies, fixed signs and gangways
- c) walls, gates and fences
- d) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains
- e) adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials
- f) foundations.

Business

The business stated in the schedule including:

- a) the provision and management of catering, social, sports, first aid or welfare activities for **employees**
- b) **your** fire, security and ambulance services
- c) maintenance of the **buildings**, plant and equipment.

Business Interruption

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

Computer Equipment

- a) Computer hardware and its peripheral devices including interconnecting wiring and media used for electronic processing, communication and storage of data
- b) temperature and environmental control, power supply and voltage regulating equipment and protective devices exclusively for use with computer hardware
- c) computer software held on media
- d) operating systems and proprietary software packages.

Contents

Contents belonging to **you** or held by **you** in trust for which **you** are legally responsible in or on any building stated in the schedule including:

- a) tenants' improvements, alterations and decorations
- b) personal effects not otherwise insured belonging to any **director**, **employee**, **volunteer** or visitor other than motor vehicles for an amount not exceeding £1,500 in respect of any one person
- c) contents of outbuildings
- d) contents in open yards

- e) computer systems records for an amount not exceeding £10,000 any One Event in respect of the cost of materials and clerical, labour and computer time expended in their reproduction
- f) patterns, models, moulds, plans or designs for an amount not exceeding £7,500 for any one item or set of items

but excluding:

- i) landlords' fixtures and fittings
- ii) **money**
- iii) jewellery, precious stones, precious metals, bullion or furs
- iv) securities of whatsoever nature
- v) livestock
- vi) growing crops, trees, shrubs, plants or turf
- vii) motor vehicles licensed for road use including accessories thereon
- viii) documents, manuscripts and business books except for the cost of the materials and clerical labour expended in their reproduction
- ix) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records.

Damage

Physical loss or damage.

Data Processing System

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

Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal.

Denial of Service Attack

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

Director

Member or co-opted member of **your** governing body or any of its subcommittees, director (where not an **employee**) or trustee.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**

- b) under a work experience or similar scheme
- c) hired or borrowed by **you** from another employer

and working for **you** in connection with the **business** while under **your** direct control or supervision.

Excess

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

Hacking

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

Money

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

Nuclear Installation

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

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

Nuclear Reactor

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

Premises

The premises stated in the schedule.

Property

Physical property.

Reinstatement

- a) The rebuilding or replacement of **property** suffering **damage** which provided always that **our** liability is not increased may be carried out:
 - i) in any manner suitable to **your** requirements

- ii) upon another site
- b) the repair or restoration of **property** suffering **damage**

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

Special Definitions

Wherever words commencing with a capital letter appear in a part following Special Definitions they will have the same defined meaning within that part of this policy.

Territorial Limits

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

Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Virus or Similar Mechanism

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

Volunteer

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

We, Us, Our or Ours

In respect of:

- a) part K Zurich Management Services Limited
- b) parts J and P and the Helpline Services DAS Legal Expenses Insurance Company Limited
- c) all other parts Zurich Insurance Company.

You, Your, Yours or Yourselves

The organisation stated in the schedule as the insured.

General Exclusions

This policy does not cover:

1. Date Related Performance and Functionality

Not applicable to parts D, G, H, I, J, N, O, R and S.

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

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any data processing system responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is **your** property or not but in respect of all insurances other than parts E, F, L and M this will not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a **defined peril** otherwise covered by this policy

2. Nuclear and War Risks, Government or Public Authority Order and Sonic Bangs

death, injury, disablement or loss or **damage** to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

a) and b) will not apply to part G except where **you** have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury.

General Conditions

1. Arbitration

Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against **us**.

2. Cancellation

We may cancel this policy or any part or portion thereof by giving 30 days notice in writing by special delivery mail to **you** at **your** last known address and in such event **you** will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

3. Claims Procedures

a) Your Responsibilities or in the case of part S those of any Insured Person

It is agreed that:

- i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim **you** or in the case of part S any Injured Person will:
 - 1) as soon as reasonably possible give notice to **us**; and
 - 2) preserve any damaged or defective property for examination by **our** representatives unless **we** have authorised **you** to dispose of such property; and
 - 3) as soon as reasonably possible notify the police in respect of any **damage** caused by theft, attempted theft or malicious persons; and
 - 4) as soon as reasonably possible forward to **us** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against **you**; and
 - 5) take action to minimise **damage** and to avoid interruption or interference with the **business** and to prevent further **damage** or injury; and
 - 6) at **your** own expense and:
 - A) within 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
 - B) as soon as reasonably possible:
 - a) after the expiry of the indemnity period in respect of part B
 - b) in respect of any other **damage**, interruption or interference with the **business** or injury or disease

supply full details of the claim in writing to **us** together with any evidence and information that may be reasonably required by **us** for the purpose of investigating or verifying the claim
- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without **our** written consent.

b) Our Rights

We will:

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

- ii) have the right to enter the premises where the **damage** has occurred and to keep possession of any of the **property** insured and to deal with the salvage in a reasonable manner but **you** will not be entitled to abandon any **property** to **us**; and
- iii) be entitled to take the benefit of any rights of **yours** against any other party before or after **you** have received indemnification under this policy and **you** will give all assistance as may be reasonably required by **us**; and
- iv) not be bound if **we** elect to reinstate or replace any **property** to reinstate or replace it exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one item insured more than the sum insured stated in the schedule.

4. Fraud

If any claim is in any respect fraudulent or if any fraudulent means be used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy or if any **damage** or injury be occasioned by **your** wilful act or with **your** connivance all benefit under this policy will be forfeited.

5. Increase in Risk

You will notify **us** as soon as possible of any change in circumstances occurring after the commencement of this policy whereby the risk of accident, **damage** or injury is increased.

6. Long Term Undertaking

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

In consideration of a discount being incorporated in the premiums on parts of this policy **you** undertake to offer annually the insurance under each such part on the terms and conditions in force at the expiry of each period of insurance and to pay premiums in advance it being understood that:

- a) **we** will be under no obligation to accept an offer made in accordance with this undertaking
- b) the sum insured may be reduced at any time to correspond with any reduction in value or in the **business**
- c) in respect of parts I ,K and L only rates will be amended at each renewal date in line with the change in the Average Earnings Index for Whole Economy Excluding Bonuses during the period of 12 months which expires 3 months prior to the month of renewal.

This undertaking applies to any policy or part which may be issued by **us** in substitution for this policy or part and the same discount will be incorporated in the premium on any substituted policy or part issued by **us**.

Payment of the first or renewal premium will be deemed acceptance by **you** of this condition.

7. Observance

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

8. Other Insurances

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

9. Policy Interpretation

Each part of this policy is declared to be a separate contract but will be subject to the general definitions, general exclusions and general conditions. All reference to policy will mean any or all operative parts.

10. Policy Voidable

This policy will be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

11. Premium Adjustment

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

12. Reasonable Care

You will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury or **damage**. In addition **you** will comply with maker's recommendations made in respect of equipment insured under this policy.

Part A – Material Damage

Section 1 – Special Definitions

Damage

Damage to the **property** insured stated in the schedule caused by any of the insured perils stated in the schedule.

Declared Value

Your assessment of the cost of **reinstatement** of the **property** insured calculated in accordance with paragraph a) of the **reinstatement** general definition at the level of costs applying at the inception of each period of insurance ignoring inflationary factors which may operate subsequently together with in so far as the insurance under the item provides due allowances for:

- a) the additional cost of reinstatement to comply with European Union and public authority requirements
- b) professional fees
- c) debris removal costs.

One Event

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

Section 2 – The Cover

In the event of Damage occurring during the period of insurance **we** will pay **you** the value of the **property** at the time of its Damage or the cost of repair of the Damage or at **our** option indemnify **you** by reinstatement, replacement or repair.

Provided always that **our** liability under this part will not exceed:

- a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of indemnity stated in the schedule at the time of the Damage
- b) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same period of insurance unless **we** have agreed to reinstate any such sum insured (or limit).

2.1 Contracting Purchasers

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

2.2. Rent

Any item on rent applies only if any **building** or any portion of it is unfit for occupation in consequence of its Damage and the amount payable will not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

2.3 Temporary Removal

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

- a) office records of any description but excluding computer systems records. **Our** liability any One Event will not exceed £10,000
- b) computer systems records. **Our** liability any One Event will not exceed £2,000
- c) **contents** up to 15% of the sum insured on **contents** or £25,000 whichever is the lesser. In respect of **contents** being removed for cleaning, renovation, repair or similar purposes cover will apply while such **contents** are in transit to and from the **premises**

but excluding:

- i) **property** otherwise insured
- ii) stock in trade or goods in the process of manufacture.

Section 3 – Special Provisions

1. Mortgagees and Lessors

Any increase in the risk of Damage resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **building** will not prejudice the interest of any mortgagee, freeholder or lessor provided always that such increase in risk is without their prior knowledge or authority and that **we** are notified immediately they become aware of such increase in risk and **you** pay an additional premium if required.

2. Workmen

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

Part B – Business Interruption

Section 1 – Special Definitions

Additional Expenditure

- a) Reasonable additional costs and expenses necessarily incurred in order to effectively continue administration and maintain services
- b) legal, clerical and other charges incurred in the replacement or restoration of deeds, plans, specifications, documents, books of account, card indexes and other office records

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

Estimated Gross Revenue

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

Gross Revenue

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

Incident

Damage by any of the insured perils stated in the schedule to **property** used by **you** at the **premises** for the purpose of the **business**.

Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the indemnity period stated in the schedule thereafter during which the results of the **business** are affected.

Notifiable Disease

Illness sustained by any person resulting from:

- a) food or drink poisoning
- b) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition) an outbreak of which the competent local authority has stipulated will be notified to them.

One Event

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

Outstanding Debit Balances

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

- a) bad debts; and
 - b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to customers' accounts in the period between the last day of the month preceding the Incident and the date of the Incident; and
 - c) any abnormal condition of trade which had or could have had a material effect on the **business**
- so that the adjusted figures will represent as nearly as practicable those which would have applied at the date of the Incident.

Standard Gross Revenue

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

Notes

1. To the extent which **you** are accountable to the tax authorities for Value Added Tax all terms in this part will be exclusive of such tax.
2. For the purpose of these special definitions any adjustment implemented in current cost accounting will be disregarded.
3. Adjustments will be made to the Standard Gross Revenue as may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the Incident or which would have affected the **business** had the Incident not occurred so that the adjusted figures will represent as nearly as practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Section 2 – The Cover

In the event of any Incident during the period of insurance in consequence of which the **business** carried on by **you** at the **premises** be interrupted or interfered with **we** will pay **you** in respect of each item stated in the schedule the:

- a) i) loss of Gross Revenue; and
- ii) increase in cost of working
- b) Additional Expenditure

and the amount payable as indemnity will be:

- i) in respect of loss of Gross Revenue the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident
- ii) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of reduction in Gross Revenue thereby avoided
- iii) in respect of Additional Expenditure except that relating to computer or data processing systems for the sole purpose of avoiding or diminishing the interruption of or interference with the **business** which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident.

less any sum saved during the Indemnity Period in respect of the charges and expenses of the **business** payable out of Gross Revenue as may cease or be reduced in consequence of the Incident.

Provided always that:

- 1) at the time of the Incident there is in force an insurance covering **your** interest in the **property** against such Incident and that payment:
 - A) has been made or liability admitted therefor
 - B) would have been made or liability admitted but for a proviso excluding liability for losses below a specified amount
- 2) **our** liability under this part will not exceed:
 - A) in respect of Gross Revenue 133.3% of the Estimated Gross Revenue stated herein and in respect of each other item 100% of the sum insured stated herein
 - B) the sum insured or any other limit of indemnity stated in the schedule at the time of the Incident
 - C) the sum insured (or limit) remaining after deduction for any other interruption or interference consequent upon any Incident occurring during the same period of insurance unless **we** have agreed to reinstate the sum insured (or limit).

2.1 Automatic Reinstatement of Sum Insured

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

2.2 Book Debts

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

- a) the amount payable will not exceed:
 - i) the difference between:
 - 1) Outstanding Debit Balances; and
 - 2) the total of the amounts received or traced
 - ii) the additional expenditure incurred with **our** prior consent in tracing and establishing customers' debit balances after the Incident
 - iii) in total £500,000
- b) it is a condition precedent to **our** liability that:
 - i) **your** books of account and other business books and records in which customers' accounts are shown will be kept in fire resisting safes or fire resisting cabinets when not in use
 - ii) duplicate records are kept in a separate building.

2.3 Computer Data

This part includes loss or **damage** to data or information on **computer equipment** not accompanied by visible and identifiable **damage** to the data carrying media. **Our** liability any One Event will not exceed £5,000.

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

2.4 Death of Patron

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

- a) death of **your** patron if aged less than 70 years
- b) **your** patron being subject to a criminal investigation or offending public taste during the period of insurance.

Provided always that:

- i) in respect of b):
 - 1) the Indemnity Period commences from the date the criminal investigation or act of offending public taste becomes public knowledge
 - 2) the Indemnity Period is 3 months
- ii) **our** liability any one period of insurance will not exceed £25,000.

2.5 Notifiable Diseases, Vermin and Murder or Suicide

This part includes loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of:

- a)
 - i) any occurrence of a Notifiable Disease at the **premises** or attributable to food or drink supplied from the **premises**
 - ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Notifiable Disease
 - iii) any occurrence of a Notifiable Disease within a radius of 25 miles of the **premises**
- b) the discovery of vermin or pests at the **premises**
- c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order of the competent local authority
- d) any occurrence of murder or suicide at the **premises**.

Supplementary Provisions

1. For the purpose of this clause:

- a) Indemnity Period will mean the period during which the results of the **business** will be affected in consequence of the occurrence, discovery or accident beginning:
 - i) in the case of a), b) and c) above with the date from which the restrictions on the **premises** are applied and ending not later than the Indemnity Period thereafter
 - ii) in the case of d) above with the date of occurrence or discovery

- b) Indemnity Period will mean 3 months
 - c) in the event that this part includes a clause which deems **damage** at other sites to be an Incident this clause will not apply to those other sites.
2. **We** will not be liable under this clause for any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
 3. **We** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident.
 4. **Our** liability any One Event will not exceed £25,000 or the sum insured whichever is the lesser.

2.6 Professional Accountants' Fees

We will pay reasonable fees payable by **you** to **your** professional accountants for producing any particulars or details contained in **your** accounts or other documents which may be required by **us** under the conditions of this part for the purpose of investigating or verifying any claim.

2.7 Public Utilities and Prevention of Access

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

- a) any generating station or sub-station of any public electricity supplier
 - b) any land-based premises of any public gas supplier or any natural gas producer linked directly to them
 - c) any water works or pumping stations of any public water supplier
 - d) any land-based premises of any public telecommunications supplier
- from which **you** obtain electricity, gas, water or telecommunications services
- e) in the vicinity of the **premises** which prevents or hinders the use of or access to the **premises** excluding **damage** to property of any supplier which prevents or hinders the supply of services by any electricity, gas, water or telecommunications supplier to the **premises**.

Section 4 – Special Provisions

1. Alternative Trading

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

2. Payments on Account

At **our** discretion payments on account may be made to **you** during the Indemnity Period but in no case will any payment exceed **our** liability in respect of reduction in Gross Revenue of each item for the period in respect of which a payment is to be made.

Section 5 – Special Condition

1. Premium Adjustment

The premium is provisional and based upon the Estimated Gross Revenue.

Not later than 6 months after the expiry of each period of insurance **you** will supply to **us** a declaration confirmed by **your** professional accountants of the Gross Revenue earned during the financial year most nearly concurrent with the period of insurance.

If any Incident has occurred giving rise to a claim the declaration will be increased by **us** for the purposes of premium adjustment by the amount by which the Gross Revenue was reduced during the financial year solely in consequence of the Incident.

If the declaration adjusted as provided for above and proportionately increased where the Indemnity Period exceeds 12 months:

- a) is less than the Estimated Gross Revenue for the relative period of insurance **we** will allow a pro rata return of premium paid on the Estimated Gross Revenue but not exceeding 50% of such premium
- b) is greater than the Estimated Gross Revenue for the relative period of insurance **you** will pay a pro rata additional premium on the Estimated Gross Revenue.

Insured Perils to Parts A and B

Applicable to parts A and B.

1. Fire

Fire but excluding **damage** to **property** or **business interruption** caused by:

- a) explosion resulting from fire
- b) earthquake
- c) its undergoing any heating process or any process involving the application of heat.

Lightning.

Explosion:

- a) of gas used for domestic purposes only
- b) of boilers used for domestic purposes only; and
- c) in respect of part B of any other boilers or economisers on the **premises**

but excluding **damage** or **business interruption** caused by earthquake.

2. Explosion

Explosion excluding:

- a) in respect of the part A **damage** to any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control caused by an explosion originating therein
- b) in respect of the part B **business interruption** caused by explosion originating in any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control

which requires an examination to comply with any statutory regulation unless such vessel, machinery or apparatus is the subject of a policy or other contract providing the required inspection service.

3. Aircraft

Aircraft or other aerial devices or articles dropped from them.

4. Riot and Malicious Persons

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding:

- a) **damage** or **business interruption**:
 - i) arising from confiscation, requisition or destruction by order of the government or any public authority
 - ii) caused other than by fire or explosion by malicious persons not acting on behalf of or in connection with any political organisation in respect of any **building** which is empty or not in use for more than 30 consecutive days
- b) **damage** by theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation
- c) in respect of part B **business interruption** arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software.

5. Earthquake

Earthquake.

6. Subterranean Fire

Subterranean fire.

7. Storm and Flood

Storm or flood excluding **damage** or **business interruption**:

- a) attributable solely to change in the water table level
- b) caused by frost, subsidence, ground heave or landslip
- c) in respect of movable **property** in the open, fences and gates.

8. Escape of Water or Beer

Escape of water or beer from any tank, apparatus or pipe excluding **damage** or **business interruption**:

- a) caused by water discharged or leaking from any automatic sprinkler installation
- b) in respect of any **building** which is empty or not in use for more than 30 consecutive days.

9. Impact

Impact by any road vehicle or by goods falling therefrom or by any animal.

10. Breakage or Collapse of Television, Radio or Mobile Telephone Signal Receiving Apparatus

Breakage or collapse of television, radio or mobile telephone signal receiving apparatus.

11. Falling Trees or Branches

Falling trees or branches.

12. Leakage of Oil

Leakage of oil from any fixed oil-fired heating installation including smoke and smudge damage arising from defective vaporization.

13. Glass

In the event of accidental breakage of fixed glass not otherwise insured at the **premises** for which **you** are legally responsible **we** will pay **you** the reasonable cost of:

- a) replacement of such glass with glass of a similar quality or as otherwise recommended by the British or European Standard at the time of breakage
- b) temporary boarding up necessarily incurred through breakage of the glass
- c) repairing damage to frames and framework of any description and the cost of removing or replacing any **contents** in order to replace the glass provided always that **our** liability any One Event will not exceed £5,000.

We will not pay for:

- i) scratched glass
- ii) breakage or **damage** resulting from repairs or alterations to the **premises** or while the **premises** are empty or not in use
- iii) **damage** caused by insured perils 1 to 12, 14 or 15 whether insured or not.

14. Subsidence

Subsidence or ground heave of any part of the site on which the property stands or landslip excluding:

- a) **damage** or **business interruption** arising from **damage** to adjoining and specifically associated yards, car parks, roads, pavements, forecourts, walls, gates, fences and exterior swimming pools unless a building insured at the same **premises** is also damaged
- b) **damage** or **business interruption** caused by or consisting of:
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made-up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - v) fire, explosion, earthquake or escape of water
- c) **damage** or **business interruption** which originated prior to the inception of this cover
- d) **damage** or **business interruption** resulting from:
 - i) demolition, construction, structural alteration or repair of any **property**
 - ii) groundworks or excavationat the same **premises**.

Supplementary Condition

This cover will be invalidated if the risk of **damage** or **business interruption** is increased without our written consent by reason of demolition, groundworks, excavation or construction being carried out on any adjoining site.

15. Theft

Theft involving:

- a) forcible or violent entry to or exit from any building or part of any building at the **premises**
- b) personal violence or threat of personal violence to any **director, employee** or **volunteer** or any attempt at such theft other than:
 - i) by any person lawfully in or on the **premises** or involving any **director, employee** or **volunteer**
 - ii) involving parting with title or possession of any **property** insured if induced to do so by fraud
 - iii) from a vending machine unless other **property** at the **premises** suffers **damage** at the same time

unless specifically mentioned as insured.

We will also indemnify you for the cost of:

- 1) repair of **damage** to the buildings caused by theft or attempted theft of the **property** insured where you are legally responsible for the cost of repairing such **damage**
- 2) external glazing and the cost of boarding up provided always that this is directly accompanied by theft or attempted theft of **property** insured

- 3) replacement of locks at the **premises** made necessary by theft or attempted theft that is not excluded by this insurance of keys, card keys, swipe cards or other similar access control devices from the **premises** or from the home of any adult person authorised to hold such keys, card keys, swipe cards or other similar access control devices but excluding the cost of replacing safe or strongroom locks. **Our** liability any One Event will not exceed £500.
- 4) damage by theft accompanied by forcible and violent entry to or exit from buildings at the **premises** caused with the connivance of any **director, employee or volunteer**.

16. All Other Damage

Being all risks of accidental **damage** to the **property** insured excluding:

- a) **damage** or **business interruption** caused by insured perils 1 to 13 above whether insured or not or specifically excluded by those insured perils
- b) **damage** or **business interruption** resulting from or caused by:
 - i) asbestos material removal
 - ii) demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material
 - iii) any governmental direction or request declaring that asbestos material present in, part of or utilised on any undamaged portion of the **property** insured must be removed or modified
- c) **damage** or **business interruption** caused by or consisting of:
 - i) inherent vice, latent defect, gradual deterioration, wear and tear or its own faulty or defective design or materials
 - ii) faulty or defective workmanship, operational error or omission on the part of any **director, employee or volunteer**

but this will not exclude subsequent **damage** or **business interruption** which itself results from a cause not otherwise excluded
- d) **damage** or **business interruption** caused by or consisting of:
 - i) corrosion, erosion, oxidation, rust, wet or dry rot, shrinkage, evaporation, loss of weight, mould, dampness, dryness, marring, scratching, vermin, insects
 - ii) change in temperature, humidity, colour, flavour, texture or finish or action of light
 - iii) theft or attempted theft
 - iv) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of associated steam and feed piping
 - v) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates
 - vi) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services
 - vii) the deliberate act of withholding the provision of extranets or access to or presence on the internet or access to application and related services over the internet

but this will not exclude:

- 1) such **damage** or **business interruption** not otherwise excluded which itself results from any other accidental **damage**
 - 2) subsequent **damage** or **business interruption** which itself results from a cause not otherwise excluded
- e) **damage** or **business interruption** caused by or consisting of:
- i) subsidence, ground heave or landslip
 - ii) normal settlement or bedding down of new structures
 - iii) acts of fraud or dishonesty
 - iv) 1) disappearance
 - 2) unexplained or inventory shortage, misfiling or misplacing of information
 - 3) bookkeeping, accounting or billing errors or omissions
 - 4) shortages due to error or omission
 - v) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software
- f) **damage** to **buildings** or any structure caused by its own collapse or cracking
- g) **damage** or **business interruption** other than by fire or explosion resulting from its undergoing any process of production, packing, testing, commissioning, repairing, adjusting, treatment, servicing or maintenance operation
- h) **damage** to:
- i) paintings, etchings, pictures, books, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewellery, curiosities and bric-a-brac, porcelain and similar property of rarity, historical value or artistic merit
 - ii) property in transit
 - iii) glass other than fixed glass, china, earthenware, marble or other fragile or brittle objects
- i) in respect of part A unless specifically mentioned as insured and in respect of part B **property** or structures in the course of construction or erection and material or supplies in connection with all such property in the course of construction or erection.

Part C – ‘All Risks’

Section 1 – Special Definition

Damage

Damage to property insured stated in the schedule resulting from a cause not otherwise excluded.

Section 2 – The Cover

In the event of Damage occurring during the period of insurance within the territorial limits we will at our option indemnify you by payment, reinstatement, replacement or repair.

Provided always that our liability will not exceed:

- a) in respect of any item its sum insured
- b) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same period of insurance unless we have agreed to reinstate any such sum insured (or limit).

2.1 Computer Breakdown

Any insurance under this part on computer equipment includes the actual breaking or burning out of any part while actually in use arising from either mechanical or electrical defect including fluctuations in power supply or derangement to the computer equipment causing sudden stoppage of its functions and necessitating repair replacement or rearrangement before it can resume working provided always that such computer equipment is covered by a maintenance contract, leasing contract or guarantee providing for repair or replacement. Our liability any One Event will not exceed £5,000.

Section 3 – Special Exclusions

This part does not cover:

1. Changes in Environment or Mechanical or Electrical Breakdown

damage caused by or consisting of:

- a) corrosion, erosion, oxidation, rust, wet or dry rot, shrinkage, evaporation, loss of weight, mould, dampness, dryness, marring, scratching, vermin or insects
- b) change in temperature, humidity, colour, flavour, texture, finish or action of light
- c) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but this will not exclude subsequent damage which itself results from a cause not otherwise excluded

2. Computer Systems Records

damage to data processing media and computer systems records caused by:

- a) data processing media failure or breakdown or malfunction of the data processing system including equipment and component parts while the said media is being run through the system unless fire or explosion ensues and then only for the damage or expense caused by ensuing fire or explosion
- b) electrical or magnetic injury, disturbance or erasure of electronic recordings except by lightning

3. Confiscation

confiscation, destruction or detention by customs or other authorities

4. Consequential Loss

consequential loss of whatsoever nature

5. Deliberate Act or Extranet or Intranet Provider

damage caused by the deliberate act of withholding the provision of extranets or access to or presence on the internet or access to application and related services over the internet but this will not exclude such **damage** not otherwise excluded which itself results from a **defined peril**

6. Deliberate Act of Service Suppliers

damage caused by the deliberate act of a supplier in withholding water, gas, electricity, fuel or telecommunications services but this will not exclude such **damage** not otherwise excluded which itself results from a **defined peril**

7. Depreciation, Gradually Operating Changes and Faulty or Defective Design or Workmanship

damage caused by or consisting of:

- a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level or its faulty or defective design or materials
- b) faulty or defective workmanship, operational error or omission on the part of any **director**, **employee** or **volunteer**

but this will not exclude subsequent damage which itself results from a cause not otherwise excluded

- c) pollution or contamination

8. Fraud or Dishonesty

damage arising from any act of fraud or dishonesty committed or connived at by any any **director**, **employee** or **volunteer**

9. Maintenance and Testing

damage caused by any testing, commissioning, repairing, adjusting, treatment, servicing or maintenance operation

10. Riot, Civil Commotion or Strike

damage contributed to, caused by or arising from riot, civil commotion, strike or locked-out workers occurring outside Great Britain, the Isle of Man and the Channel Islands

11. Theft from Unattended Motor Vehicles

theft from an unattended motor vehicle unless:

- a) the **property** insured is concealed from view in a glove compartment or locked luggage compartment; and
- b) all doors are locked; and
- c) all windows and the roof are closed and fastened; and
- d) all security devices are put in full and effective operation; and
- e) all keys or any other removable ignition device of the vehicle are removed

12. Unexplained Losses

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

Section 4 – Special Provision

1. Underinsurance

If at the commencement of Damage a sum insured under any item is less than the value of the **property** covered under that item **you** will be considered as being **your** own insurer for the difference and the amount payable will be proportionately reduced.

Additional Covers to Parts A and C

Applicable to parts A and C

1. Automatic Reinstatement of Sum Insured

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

2. Capital Additions and Alterations

These parts include:

- a) any newly acquired **buildings** or **contents** not otherwise insured within the **territorial limits**
- b) completed alterations, additions or improvements to **buildings** or **contents**

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

Provided always that:

- i) at any one site **our** liability will not exceed £1,000,000
- ii) **you** will supply to **us** details of such extensions of cover within 180 days and effect specific insurance retrospective to the date of the commencement of **our** liability
- iii) the provisions of this clause will be fully maintained notwithstanding any specific insurance effected under ii) above.

3. Debris Removal

The insurance under each item includes an amount in respect of reasonable costs and expenses necessarily incurred with **our** consent in:

- a) removing debris of
- b) dismantling and/or demolishing
- c) shoring up or propping
- d) boarding up
- e) weatherproofing

the **property** insured following Damage.

4. Drains and Gutters

These parts include reasonable costs and expenses necessarily incurred with **our** consent in cleaning or clearing drains, sewers or gutters following Damage to **your property** or **property** for which **you** are legally responsible provided always that **our** liability any One Event will not exceed £10,000.

5. European Union and Public Authority Requirements (including Undamaged Property)

Subject to the following Supplementary Conditions these parts in respect of **buildings** and **contents** include the additional cost of reinstatement including demolition and site clearance incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

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

We will not pay for:

- i) the cost incurred in complying with the Stipulations:
 - 1) in respect of **damage** not insured under these parts
 - 2) under which notice has been served upon **you** prior to the happening of the Damage
 - 3) for which there is an existing requirement which has to be implemented within a given period
 - 4) in respect of property entirely undamaged
- ii) the additional cost that would have been required to make good the **property** suffering Damage to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by its owner by reason of compliance with the Stipulations.

Supplementary Conditions

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

6. Fire Extinguishment

These parts include reasonable costs and expenses necessarily incurred by **you** for:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where water costs are metered
- e) resetting fire and intruder alarms
- f) fire brigade charges

following Damage.

Provided always that **our** liability any One Event will not exceed £10,000.

7. Landscaped Gardens

These parts include reasonable costs and expenses necessarily incurred with **our** consent in making good **damage** caused by the emergency services to landscaped gardens or grounds at the **premises** caused by Damage but excluding:

- a) the cost of movement of soil other than as necessary for surface preparation
- b) the failure of trees, shrubs, plants or turf to become established following replanting
- c) the failure of seeds to germinate.

Provided always that **our** liability any One Event will not exceed £10,000.

8. Metered Water

These parts include the cost of metered water for which **you** are legally responsible arising from its escape.

Provided always that:

- a) the amount payable in respect of any one **premises** is limited to such excess water charges resulting from accidental escape of water from pipes, apparatus or tanks in consequence of Damage
- b) **our** liability any One Event will not exceed £10,000.

9. Non-Invalidation

This insurance will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to **you** provided always that **you** immediately on becoming aware give **us** notice and pay an additional premium if required.

10. Trace and Access

In the event of **damage** resulting from insured perils 8 or 12 if insured these parts include the reasonable costs and expenses necessarily incurred with **our** consent in locating the source of such **damage** and the subsequent making good of any **damage** caused provided always that **our** liability any One Event will not exceed £10,000.

11. Unauthorised Use of Electricity, Gas or Water

These parts include the cost of metered electricity, gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **premises** without **your** authority.

Provided always that:

- a) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered
- b) **our** liability any One Event will not exceed £10,000.

12. Underground Services

These parts include accidental damage to oil tanks, piping, ducting, cables, wires and associated control gear and accessories serving the **buildings** but only to the extent of **your** legal responsibility provided always that **our** liability any One Event will not exceed £1,000.

Special Provisions to Parts A and C

Applicable to parts A and C.

1. Designation

For the purposes of determining where necessary the heading under which any **property** is insured **we** agree to accept the designation in **your** records.

2. Other Interests

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

3. Professional Fees

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

4. Subrogation Waiver

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to **you** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Damage
- b) any company which is a subsidiary of a parent company of which **you** are **yourselves** a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Damage.
- c) any tenant or lessee in respect of Damage to that portion of the premises in the demise of that tenant or lessee or to those portions of the premises in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless the Damage arises out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.

5. Underinsurance

The sum insured under each item other than those applying solely to debris removal, professional fees, rent or private dwelling houses is declared to be separately subject to underinsurance.

If at the commencement of Damage a sum insured under any item which is declared to be subject to underinsurance is less than the value of the **property** covered under that item **you** will be considered as being **your** own insurer for the difference and the amount payable will be proportionately reduced.

Special Conditions to Parts A and C

Applicable to parts A and C.

1. Fire Extinguishing Appliances

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

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

2. Intruder Alarm Installation

In respect of any intruder alarm system in **your** custody and control and required by **us** it is a condition precedent to **our** liability in respect of Damage that:

a) any such intruder alarm is:

- i) designed and installed in accordance with a specification approved by **us** and no alteration or variation of any system or any structural alteration to the **premises** which would affect any system will be made without **our** written consent; and
- ii) inspected and maintained under a contract with a company which is approved by **us**; and
- iii) put into full and effective operation whenever the alarmed portion of the **premises** is closed for business or unattended; and

b) **you** will maintain security of any key or other device and record of a code for the operation of any system and these will be removed from the **premises** whenever they are closed for business or unattended except that where a portion of the **premises** is occupied residentially by any **director**, **employee** or **volunteer** any key or other device and record of a code will be removed from the business portion of the **premises**; and

c) in the event of **you** receiving any notification or becoming aware that:

- i) any system cannot be returned to or maintained in full working order
- ii) any alarm transmission system is not in full and effective working order
- iii) any alarm transmission or central station service has been withdrawn
- iv) the police response to any system has been withdrawn or downgraded
- v) notice has been received that imposes any requirement for abatement of a nuisance under the terms of the Environmental Protection Act 1990 or any similar legislation

you will notify **us** immediately and will take immediate steps to effect such additions to or variations in the protections of the **property** insured as **we** may require; and

d) for any system that incorporates an automatic transmission system between any protected building and a central monitoring station **you** will:

- i) appoint at least two keyholders and lodge written details with the police and any central monitoring station; and
- ii) notify the police and the central monitoring station of any changes to keyholder details; and
- iii) ensure that in the event of notification of any activation of the system or interruption of any means of communication a keyholder attends the **premises** without delay.

3. Physical Protection

It is a condition precedent to **our** liability that:

- a) any additional protection required by **us** will be fitted in accordance with **our** requirements and together with all other devices for the protection of the **property** insured will be kept in good order and put into full and effective operation whenever the **premises** are closed for business or unattended; and
- b) **you** will maintain security of any key or other device and record of a code relative to the security of the **premises** or to any safe or strongroom containing the **property** insured and these will be removed from the **premises** whenever they are closed for business or unattended except that where a portion of the **premises** is occupied residentially by **you** or any **director, employee** or **volunteer** any key or other device and record of a code will be removed from the business portion of the **premises**.

Exclusions to Parts A, B and C

We will not pay for:

Applicable to part A.

1. Consequential Loss

consequential loss of whatsoever nature except loss of rent if insured

2. Excesses

each claim arising from the following insured perils will be subject to the **excess** applying to each and every loss at each and every separate **premises**:

- 4 Malicious Persons
- 7 Storm or Flood
- 8 Escape of Water or Beer
- 11 Falling Trees or Branches
- 14 Subsidence
- 15 Theft
- 16 All Other Damage

3. Property More Specifically Insured

any **property** more specifically insured

Applicable to parts A and B.

4. Pollution or Contamination

damage to **property** caused by or **business interruption** resulting from pollution or contamination but this will not exclude **damage** or **business interruption** not otherwise excluded caused by:

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

5. Property Excluded

in respect of part A unless specifically mentioned as insured and in respect of part B:

- a) **property** which at the time of the happening of Damage is insured by or would but for the existence of this part be insured by any marine policy except in respect of any excess beyond the amount which would have been payable under such policy had this part not been effected
- b) caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft
- c) artificial sports surfaces
- d) playground equipment
- e) land, roads, pavement piers, jetties, bridges, culverts or excavations

6. Riot or Civil Commotion

damage to any **property** or **business interruption** arising from riot or civil commotion unless these perils are specified and then only to the extent stated

Applicable to part C.

7. Excess

any **excess** which will apply to each and every loss

Applicable to parts A, B and C.

8. Electronic Risks

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

9. Northern Ireland

damage or **business interruption** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

10. Terrorism

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

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under these parts the burden of proving that cover is provided under these parts will be upon **you**.

Endorsements

Applicable only where stated in the schedule

1. Reinstatement Basis

Subject to the following Supplementary Conditions the basis upon which the amount payable in respect of **buildings** and **contents** is to be calculated will be **reinstatement**.

Supplementary Conditions

1. **Our** liability for the repair of partially damaged **property** will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
 - a) unless **reinstatement** commences and proceeds without delay
 - b) until the cost of **reinstatement** has been incurred
 - c) if the **property** insured at the time of its Damage is insured by any other insurance effected by or on **your** behalf which is not on the same basis of **reinstatement**.
3. All the terms and conditions of this part will apply:
 - a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
 - b) where claims are payable as if this clause had not been incorporated.
4. If at the time of **reinstatement** the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **property** covered under any item subject to this clause exceeds its sum insured at the commencement of any Damage **our** liability will not exceed that proportion of the amount of the Damage which the said sum insured bears to the sum representing the total cost of reinstating the whole of such **property** at that time.

2. Index Linking

Where stated in the schedule the sum insured will be adjusted during the period of insurance in accordance with fluctuations in indices selected by **us**.

In the event of Damage the sum insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of reinstatement or repair provided always that reinstatement or repair is carried out without delay.

The premium will remain unchanged during the period of insurance but at each renewal the premium will be calculated on the revised sum insured.

3. Unoccupied Buildings

Immediately **you** become aware **you** will notify **us** when any **building** becomes empty or not in use or when such **building** or a portion of it becomes occupied and **you** will:

- a) take immediate steps to effect such additions to or variations in the protections of the **property** insured as **we** may require; and
- b) pay an additional premium if required.

Immediately **you** become aware that any **building** is empty or not in use **you** will:

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

- ii) completely drain the water system except that during the period 1 October to 1 April each year any central heating systems may be kept working at a minimum temperature of 5 degrees celsius. Where sprinkler systems are installed and water supplies must be maintained heating must be kept at a minimum temperature of 5 degrees celsius; and
- iii) arrange internal and external inspections of the **building** by an authorised representative, ensure such inspections are recorded and carried out at a frequency to be notified in writing by **us** and remove all waste and repair all damage identified in the course of such inspections without delay; and
- iv) seal up all letter boxes and take steps to prevent accumulation of mail; and
- v) secure the **building** against unlawful entry by closing and locking doors and windows and setting any fire or intruder alarm systems.

4. Reinstatement Day One Non Adjustable Basis

For any item where **you** have stated in writing the Declared Value (shown in brackets below the sum insured) the premium for each item has been calculated accordingly.

Supplementary Conditions

1. At the inception of each period of insurance **you** will provide **us** with the Declared Value of the **property** to be insured under each item. In the absence of a declaration the last amount declared by **you** will be taken as the Declared Value for the ensuing period of insurance.
2. All the terms and conditions of this part will apply where claims are payable as if this clause had not been incorporated except the sum insured will be limited to the percentage of the Declared Value stated in the schedule.
3. Endorsement 1 Supplementary Condition 4 is held to read 'If at the time of Damage the Declared Value of the **property** covered by an item is less than the cost of **reinstatement** at the inception of the period of insurance then **our** liability for Damage will not exceed that proportion which the Declared Value bears to such cost of **reinstatement**.

5. Automatic Fire Alarm Installation

It is a condition precedent to **our** liability in respect of Damage that for any automatic fire alarm installation in **your** custody or control **you** will:

- a) not make without **our** written consent any alteration or variation to any installation which has been required by **us**; and
- b) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed; and
- c) carry out the maintenance procedures specified by the manufacturers of the equipment; and
- d) notify **us** immediately of any disconnection or failure likely to leave any area unprotected for 12 hours or more; and
- e) record details of any alarm activation, fault, test, maintenance and disconnection and keep such details available for examination by **our** representatives.

6. Basement Storage

It is a condition precedent to **our** liability that all **property** kept in any cellar, basement or sub-basement will be kept on racks or shelves at least 15 cm above floor level.

7. Firebreak Doors and Shutters

It is a condition precedent to **our** liability that **you** will maintain any firebreak doors and shutters in **your** custody or control in efficient working order and such firebreak doors and shutters will be kept closed except during working hours.

Part D – Money

Section 1 – Special Definitions

Bodily Injury

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

Loss of Limb

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

Loss of Sight

Permanent and total loss of sight:

- a) in both eyes if the Person Insured's name is entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Non-Negotiable Money

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

Person Insured

Any person aged between 16 and 69 years inclusive excluding:

- a) an employee of a security company or similar organisation
- b) any person committing or attempting robbery.

Usual Occupation

The occupation of the Person Insured as shown in **your** records at the date of sustaining Bodily Injury.

Weekly Earnings

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

Section 2 – The Cover

In the event of physical loss of **money** from a cause not otherwise excluded arising during the period of insurance **we** will pay **you** the amount of such loss not exceeding any limit stated in the schedule.

2.1 Damage to Property

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

- a) clothing or personal effects of the Person Insured not exceeding £1,500 in respect of any one Person Insured
- b) any franking machine, safe, strongroom or security case, bag, money belt or waistcoat, cash carrying case or similar cash carrying device designed for the safe carriage of **money** up to the reinstatement cost.

2.2 Personal Injury

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

Table of Benefits

1. Death, Loss of Limb or Loss of Sight	£10,000
2. Permanent total disablement other than stated in 1) above from engaging in Usual Occupation	£10,000
3. Temporary disablement from engaging in Usual Occupation for a maximum period of 104 weeks from date of disablement	Normal Weekly Earnings up to £150 per week

Provided always that:

- i) no benefit will be payable until the whole amount has been ascertained and agreed
- ii) if **we** are satisfied that the disability is permanent benefit 2) will become payable when benefit 3) is exhausted
- iii) **we** will not pay under more than one of 1) or 2) above.

2.3 Replacement Safe or Strongroom Locks

This part includes the cost not exceeding £1,000 of replacing safe or strongroom locks made necessary by the theft of keys from **your** premises or from the private residence of any adult person authorised to hold such keys but excluding such cost where the keys have been left on the premises while closed for business or unattended.

Section 3 – Special Exclusions

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

1. Cash Dispensers

from any automated teller machine or cash dispenser

2. Employee Dishonesty

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

- a) such loss is not recoverable under a fidelity, employee dishonesty or similar policy of insurance
- b) **our** liability will not exceed the amount stated in the schedule against item 2 c) i)

3. Error or Omission

arising from error or omission in receipts, payments or accounting practice

4. Malfunction of Machine

resulting from gradual deterioration, mechanical or electrical defect, breakdown or malfunction of any franking, dispensing or similar machine

5. Security Company

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

6. Transit by Post

in the mail other than sent by special delivery

7. Unattended Vehicles

in excess of £100 from an unattended vehicle.

Section 4 – Special Conditions

1. Accompaniment

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

Amount Carried	Minimum Number of Persons
Up to £3,000	1
Over £3,000 and up to £7,500	2
Over £7,500 and up to £10,000	3
Over £10,000	specialist security organisation

2. Records of Money

You will keep a complete account of **money** in transit and on **your** premises and will deposit such record in a secure place other than in a safe or strongroom containing the **money**.

3. Security of Safe and Strongroom Keys and Combination Codes

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

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

Part E – Public and Products Liability

Section 1 – Special Definitions

Costs and Expenses

- a) Claimants' costs and expenses which you become legally liable to pay
- b) costs incurred with our written consent in defending any claim for damages
- c) costs incurred with our written consent for:
 - i) representation at any coroner's inquest or fatal injury inquiry
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with you
 - b) a labour master or labour only sub-contractor or persons supplied by any of them
 - c) self employed
 - d) under a work experience or similar scheme
 - e) hired or borrowed by you from another employer
- and working for **you** in connection with the **business** while under **your** direct control or supervision.

Financial Loss

Loss or damage other than arising from Injury or **damage to property**.

Geographical Limits

- a) The **territorial limits**
- b) anywhere in the world in respect of non-manual work carried out during temporary visits by any **director**, Employee or **volunteer** normally resident in and travelling from the **territorial limits**
- c) anywhere in the world in respect of Products supplied in or from the **territorial limits** other than the United States of America, Canada and any territory under their jurisdiction.

Injury

Bodily injury, illness or disease (including death).

Pollution or Contamination

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere; and
- b) loss or damage or Injury directly or indirectly caused by such pollution or contamination.

Products

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf in the **business**.

Section 2 – The Cover

We will indemnify you in respect of all sums which you may become legally liable to pay as damages in respect of:

- a) accidental Injury to any person other than an Employee
- b) accidental damage to property

occurring during the period of insurance within the Geographical Limits in the **business**.

In addition to the limit of indemnity we will pay Costs and Expenses.

2.1 Contingent Motor Liability

We will also indemnify you in respect of your legal liability for accidental injury to any person or accidental damage to property arising out of the use of any motor vehicle not the property of nor provided by you and being used in the **business**.

Provided always that we will not be liable:

- a) in respect of **damage** to such vehicle or to goods conveyed therein or thereon
- b) for accidental **injury** to any person or accidental **damage** to **property** arising while such vehicle is being driven by you or by any person who to your knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the **territorial limits**.

2.2 Costs of Criminal Proceedings

We will also indemnify you and at your request any **director**, Employee or **volunteer** against:

- a) legal costs and expenses incurred with our written consent
- b) costs incurred with our written consent in the defence of any criminal proceedings brought against you or such **director**, Employee or **volunteer** for an alleged breach of:
 - i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) Part II of the Consumer Protection Act 1987
 - iii) Part II of the Food Safety Act 1990

occurring during the period of insurance in the **business** including legal costs and expenses incurred with our prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- 1) fines or penalties of any kind
- 2) costs in respect of which you or any **director**, Employee or **volunteer** has effected a more specific legal expenses protection or insurance
- 3) proceedings or appeals consequent upon any deliberate act or omission and you will immediately repay us all costs and expenses paid by us prior to any deliberate act or omission being established
- 4) proceedings related to health, safety or welfare of employees.

2.3 Court Attendance Costs

In addition to the limit of indemnity **we** will pay **you** the daily rates stated below if any of these people are required to attend court as a witness at **our** request:

- | | |
|-------------------------------------|------|
| a) any director | £500 |
| b) any Employee or volunteer | £250 |

2.4 Defective Premises Act 1972

We will also indemnify **you** in respect of **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you**.

Provided always that **we** will not be liable:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

2.5 Financial Loss

We will also indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages for Financial Loss arising as a result of a negligent act or accidental error or accidental omission committed or alleged to have been committed within the Geographical Limits by any **employee** or **volunteer** in, about or in consequence of their duties arising out of the **business** occurring during the period of insurance.

In addition to the limit of indemnity **we** will pay Costs and Expenses.

We will not pay for Financial Loss:

- a) caused by **your** failure to fulfil **your** obligations under any contract entered into with the claimant
- b) arising from Products
- c) arising from libel, slander, defamation, malicious falsehood or injurious falsehood.

2.6 Indemnity to Other Persons

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this part being brought or made against:

- a) any **director**
- b) any Employee or **volunteer**
- c) any principal for whom **you** are or have been carrying out work but only to the extent required by the contract for the work

we will indemnify such person if **you** so request against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- i) **you** would have been entitled to indemnity had the claim been made against **you**; and
- ii) such person is not entitled to indemnity under any other insurance; and
- iii) such person will as though they were **you** observe, fulfil and be subject to the terms and conditions of this part; and
- iv) such person was at the time of the incident giving rise to the claim acting within the scope of their authority; and

v) **we** will not be liable unless **we** have the sole conduct and control of all claims.

2.7 Joint Liabilities

If **you** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them.

2.8 Personal Liability

At **your** request this part will apply to the personal liability of any:

- a) **director**, Employee or **volunteer** or any member of the family of such **director**, Employee or volunteer in connection with the **business**
- b) member of sports and social clubs operating in the **business** while engaged in club activities.

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were **you** fulfil and be subject to the terms and conditions of this part; and
- iii) **we** will not be liable:
 - 1) unless **we** have the sole conduct and control of all claims
 - 2) where liability attaches because of a contract or agreement and which would not otherwise have attached
 - 3) where liability arises from any employment, business, profession or trade
 - 4) where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft.

Section 3 – Special Exclusions

This part does not cover:

1. Aircraft Products

liability arising from Products which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

2. Airports

liability arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by **you**

3. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

4. Exports to the USA or Canada

liability arising from Products which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada

5. Foreign Operations

any associated or subsidiary company of **yours** or branch office or representative of **yours** with power of attorney domiciled outside the **territorial limits**

6. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages

7. Motor

liability arising from the ownership or possession or use by **you** or on **your** behalf of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle, plant or attachment of the motor vehicle or the bringing to or the taking away of a load from such vehicle, plant or attachment
- ii) the use of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the authorised movement on your premises or contract site of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle unless more specifically insured or unless compulsory motor insurance or security is required

8. Pollution or Contamination

liability in respect of Pollution or Contamination other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

9. Professional Advice, Design or Specification

Injury or **damage** arising out of professional advice, design or specification given by you for a fee or in circumstances where a fee would normally be charged but this exclusion will not apply to **damage** to **property** other than that which is the subject of such professional advice, design or specification

10. Property Damage and Defective Work

- a) **damage** to that part of any **property** upon which **you** or any servant or agent of **yours** is or has been working where the **damage** is the direct result of faulty workmanship prior to the sale or transfer of the **property** to some other party
- b) **damage** to land or **property** previously owned by **you** but sold or transferred to another party where such **damage** results from a defect in that land or **property**
- c) losses consequent upon **damage** to **property** designed by **you** or on **your** behalf and subsequently sold or transferred to some other party
- d) the cost of rectifying defective work carried out by or on behalf of **you**

11. Property Held in Trust

damage to property belonging to **you** or in either **your** or any Employee's custody and control or held in trust by or borrowed, rented, leased or hired for use by **you** but this exclusion will not apply to:

- a) the personal effects including vehicles or their contents of any **director**, Employee, **volunteer** or visitor
- b) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work therein or thereon
- c) premises or their fixtures and fittings hired, rented, leased or lent to **you** other than such **damage** if liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of such agreement

12. Replacing or Rectifying Products

replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products or making a refund on the price of any Product or **damage** to the Products themselves

13. Vessels and Craft

liability arising from the ownership or possession or use by **you** or on **your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

Section 4 – Special Provisions

1. Discharge of Liability

We may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with **our** written consent prior to the date of such payment.

2. Limit of Indemnity

The limit of indemnity stated in the schedule is **our** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

- a) Products
- b) Pollution or Contamination

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

3. Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim against or by **you** or series of claims against or by **you** arising directly or indirectly from a single act of **terrorism** will be £5,000,000.

Part F – Hirers’ Liability

Section 1 – Special Definitions

Agreement

The tenancy, rental or other contract between **you** and the Hirer concerning the use of the **premises**.

Costs and Expenses

- a) Claimants’ costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
 - i) representation at any coroner’s inquest or fatal injury inquiry
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

Hirer

Any person or organisation hiring the **premises** under an Agreement with **you**.

Injury

Bodily injury, illness or disease (including death).

Pollution or Contamination

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere;
and
- b) loss or damage or Injury directly or indirectly caused by such pollution or contamination.

Section 2 – The Cover

We will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages in respect of:

- a) accidental Injury to any person other than an employee of the Hirer if such Injury arises out of and in the course of the employment by the Hirer
- b) accidental damage to the **premises** or the contents of the **premises** subject to **our** liability not exceeding £1,000,000 any one claim in respect of legal liability which attaches to the Hirer solely by reason of the Agreement that would not have attached in the absence of the Agreement
- c) accidental damage to other property not belonging to nor in the custody or control of the Hirer or any person in the Hirer’s service

occurring during the period of insurance arising out of the activities of the Hirer at the **premises**.

In addition to the limit of indemnity **we** will pay Costs and Expenses.

Section 3 – Special Exclusions

This part does not cover:

1. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

2. Defective Work and Damage to Products

- a) the cost of rectifying defective work carried out by or on behalf of the Hirer
- b) the cost of replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of any goods or property sold or supplied by the Hirer or **damage** to the goods or property itself

3. Excess

the first £100 of each and every claim for **damage** to the **premises** or contents caused other than by fire or explosion

4. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages

5. Motor

liability arising from the ownership or possession or use by or on behalf of the Hirer or any person entitled to indemnity under this part of any mechanically propelled motor vehicle or any attached trailer (or broken away after attachment) which is licensed for road use and for which compulsory insurance or security is necessary by virtue of the Road Traffic Acts

6. Political or Business Use

liability arising out of the use of the **premises** for:

- a) any meetings organised by any political party
- b) commercial or business use

7. Products Liability

liability caused by products including containers, packaging, labelling and instructions sold, supplied, repaired, altered, treated, erected or installed by the Hirer

8. Pollution or Contamination

liability in respect of Pollution or Contamination other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

9. Professional Advice, Design or Specification

liability arising out of professional advice, design or specification provided by the Hirer or anything used or supplied in such connection

10. Vessels and Craft

liability arising from the use of or caused by any craft designed to travel through air or space or hovercraft or watercraft.

Section 4 – Special Provisions

1. Discharge of Liability

We may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with **our** written consent prior to the date of such payment.

2. Limit of Indemnity

The limit of indemnity stated in the schedule is **our** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by Pollution or Contamination where the limit of indemnity stated applies in the aggregate in any one period of insurance.

3. Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from a single act of **terrorism** will be the limit of indemnity or £5,000,000 whichever is the lesser.

Part G – Employers’ Liability

Section 1 – Special Definitions

Costs and Expenses

- a) Claimants’ costs and expenses
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
 - i) representation at any coroner’s inquest or fatal injury inquiry
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
 - b) a labour master or labour only sub-contractor or persons supplied by any of them
 - c) self employed
 - d) under a work experience or similar scheme
 - e) hired or borrowed by **you** from another employer
- and working for **you** in connection with the **business** while under **your** direct control or supervision.

Injury

Bodily injury, illness or disease (including death).

Section 2 – The Cover

We will indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of Injury caused during the period of insurance to any Employee arising out of and in the course of their employment by **you** in the **business**.

In addition to any claim for damages **we** will pay Costs and Expenses.

2.1 Court Attendance Costs

We will pay **you** the daily rates stated below if any of these people are required to attend court as a witness at **our** request:

- | | |
|-------------------------------------|------|
| a) any director | £500 |
| b) any Employee or volunteer | £250 |

2.2 Health and Safety at Work Defence Costs

We will also indemnify **you** and at **your** request any **director**, Employee or **volunteer** against:

- a) costs and expenses incurred with **our** prior consent
- b) costs awarded against **you** or such **director**, Employee or **volunteer**

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the **business** including in any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which **you** or any **director**, Employee or **volunteer** has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all costs and expenses paid by **us** prior to any deliberate act or omission being established
- iv) proceedings not related to the health, safety or welfare of an Employee.

2.3 Indemnity to Other Persons

We will also indemnify at **your** request:

- a) any **director**, Employee or **volunteer**
- b) any principal for whom **you** are or have been carrying out work but only to the extent required under the contract for the work.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were **you** observe, fulfil and be subject to the terms and conditions of this part; and
- iii) **we** will not be liable unless **we** have the sole conduct and control of all claims.

2.4 Unsatisfied Court Judgments

If any Employee or their personal representative obtains a judgment from a court within the **territorial limits** for damages for Injury against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than 6 months after the date of the award **we** will pay at **your** request the amount of any unpaid damages and awarded costs to the Employee or their personal representative.

Provided always that:

- a) the bodily injury:
 - i) is caused during the period of insurance
 - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding.

If a payment is made the Employee or their personal representative will assign the judgment to **us**.

Section 3 – Special Exclusions

This part does not cover:

1. Motor

liability for which compulsory motor insurance or security is required under road traffic legislation

2. Work Offshore

liability for Injury caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to from or between any offshore installation or support or accommodation vessel for any offshore installation

3. Work Overseas

liability in respect of any Injury caused outside the **territorial limits** but this exclusion will not apply to any Employee temporarily employed in non manual work elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the **territorial limits** and that the Employee is normally resident in and travelling from the **territorial limits**.

Section 4 – Special Provisions

1. Limit of Indemnity

Our liability will not exceed the sum stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

2. Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000.

Part H – Libel and Slander

Section 1 – Special Definition

Costs and Expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages which may be the subject of indemnity under this part.

Section 2 – The Cover

We will indemnify **you** in respect of all sums which **you** may become legally liable to pay as damages for:

- a) libels appearing in any publications normal in the **business** by:
 - i) any **director** provided such publications were specifically authorised by you
 - ii) any **employee**
- b) slanders in oral utterances made by any **director** or **employee** arising out of and in the course of:
 - i) the discharge of official duties on your behalf
 - ii) in the case of a **director** **your** official business at meetings or of **your** committees or sub-committees or any occasion when the **director** is specifically authorised to represent **you**

for which a claim is first made against **you** and notified to **us** during the period of insurance or within 12 months of this part ceasing to operate.

Provided always that:

- 1) the date of any publication or utterance on which a claim is based occurs during the period of insurance; and
- 2) any claim notified during the additional 12 month period after this part ceases to operate will be deemed to have been made during the final period of insurance.

In addition **we** will pay Costs and Expenses.

2.1 Indemnity to Other Persons

We will also indemnify under the terms of this part at **your** request any **director** or **employee**.

Provided always that:

- i) **you** would have been entitled to indemnity had the claim been made against **you**; and
- ii) **our** total liability will not be increased beyond the limit of indemnity; and
- iii) any person claiming indemnity:
 - 1) is not entitled to indemnity from any other source; and
 - 2) will be subject to the terms and conditions of this part insofar as they can apply; and
- iv) **we** have the sole conduct and control of any claim.

Section 3 – Special Exclusions

This part does not cover:

1. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

2. Excess

the **excess** stated in the schedule which will apply to each and every claim or series of claims arising from one publication or utterance

3. Exemplary or Punitive Damages

any amount in respect of exemplary or punitive damages

4. Malicious Falsehood or Injurious Falsehood

liability arising from malicious falsehood or injurious falsehood.

Section 4 – Special Provisions

1. Claims Notification

The notification to **us** in writing during the period of insurance or the extended 12 months reporting period allowed for under this part after cessation of any circumstances that might give rise to a claim under this part will constitute a claim first made against **you** during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

2. Discharge of Liability

We may at any time pay the maximum amount payable under this part (after deduction of any sum already paid) or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with **our** written consent prior to the date of such payment.

3. Limit of Indemnity

The limit of indemnity stated in the schedule is our monetary limit in respect of the insurance provided under this part (including all Costs and Expenses) and applies in the aggregate to:

- a) all claims made during any one period of insurance; and
- b) all damages and Costs and Expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same period of insurance or not.

Part I – Motor

Section 1 – Special Definitions

Accessories

- a) Parts or products specifically designed to be fitted to or used with the Vehicle including spare parts
- b) entertainment systems, communication, navigation or other electronic equipment only if permanently fitted to the Vehicle

excluding electronic equipment temporarily sited in and removable from the Vehicle being powered from a cigarette lighter or accessory socket.

Certificate

The current certificates of motor insurance issued by us.

Costs and Expenses

- a) Claimants' costs and expenses
- b) costs and expenses incurred with **our** consent in defending any claim
- c) costs incurred with **our** consent for:
 - i) representation at any coroner's inquest or fatal injury inquiry
 - ii) defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving or any equivalent local charge within the Geographical Limits
 - iii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission which may be the subject of indemnity under this part.

Driver

Any person driving the Vehicle and entitled to do so under the terms of the Certificate.

Geographical Limits

- a) The **territorial limits**
- b) any other member country of the European Union
- c) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC)
- d) any other country but only during any period for which **you** have requested and **we** have agreed to extend cover for the use of the Vehicle in that country

and during transit (including the process of loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

Insured Person

- a) **You**
- b) the Driver
- c) at **your** request:
 - i) any principal, **director**, **employee** or **volunteer** of yours

- ii) any Passenger
- iii) the owner of a Vehicle on hire or loan or leased to **you**
- iv) any member or committee member of **your** sports or social club
- v) the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided always that such hire is permitted under the terms of the Certificate
- d) any person who with **your** permission is using but not driving the Vehicle for social domestic and pleasure purposes provided always that such use is permitted under the terms of the Certificate
- e) the employer or partner of any person whose business use is permitted under the terms of the Certificate.

Licence

Licence to drive a motor vehicle of the same class as the Vehicle.

Minibus

A motor vehicle with between 9 and 16 (inclusive) Passenger seats.

Passenger

Any person other than the Driver travelling in or on or getting into or out of the Vehicle or any Trailer or disabled motor vehicle attached to the Vehicle.

Pollution or Contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Road

Anywhere within the Geographical Limits where compulsory motor insurance legislation is operative.

Trailer

Any trailer which is **your** property or for which **you** are legally responsible. Trailer does not include a disabled motor vehicle.

Vehicle

Any motor vehicle (excluding a steam driven vehicle) as follows:

- a) Car meaning any private car, estate car, utility car or Minibus
- b) Motorcycle meaning any motorcycle, motorcycle and sidecar or moped
- c) Commercial Vehicle meaning any motor vehicle other than a Car or Motorcycle

which is insured under this part and described in the Certificate.

Except when **you** have requested and **we** have agreed to provide cover Vehicle does not include any motor vehicle registered outside the **territorial limits**.

Section 2 – Extent of Cover

Cover only applies within the Geographical Limits. The extent of cover applicable is as stated in the schedule or any relevant endorsement and the following meanings apply to words or expressions used.

Comprehensive

The full insurance as written in this part.

Third Party Fire and Theft

Section 5 does not apply except for **damage** to the Vehicle by:

- a) fire, lightning, self ignition or explosion
- b) theft or attempted theft.

Sections 6 and 7 do not apply.

Third Party only

Sections 5, 6 and 7 do not apply.

Third Party Road Risks

Section 4 and Special Provisions 3 and 4 do not apply when liability arises out of death of or bodily injury to any person or **damage** to **property** caused or arising beyond the limits of any Road.

Sections 5, 6 and 7 do not apply.

Section 3 – Excesses

When cover is applicable **you** will be liable to pay or refund to **us** excesses in the amounts which are stated in the schedule and which apply in respect of claims and expenses as follows.

Accidental Damage

All claims and expenses under section 5 other than claims in respect of:

- a) breakage of glass in the windscreen, windows or sunroof of the Vehicle or the scratching of bodywork caused by such breakage
- b) **damage** to the Vehicle caused by:
 - i) fire, lightning, self ignition or explosion
 - ii) theft or attempted theft.

Fire

All claims and expenses under section 5 in respect of **damage** to the Vehicle caused by fire, lightning, self-ignition or explosion.

Personal Effects

All claims and expenses under section 6.

Theft

All claims and expenses under section 5 in respect of **damage** to the Vehicle caused by theft or attempted theft.

Windscreen

All claims and expenses under section 5 in respect of breakage of glass in the windscreen, windows or sunroof of the Vehicle or the scratching of bodywork caused by such breakage.

Section 4 – Liability to Third Parties

The Cover

In respect of legal liability for death of or bodily injury to any person and **damage to property** we will indemnify the Insured Person when liability is caused by or arises out of the use of the Vehicle or in connection with the loading or unloading of the Vehicle.

In addition we will pay Costs and Expenses.

4.1 Disabled Motor Vehicles

In respect of legal liability for death of or bodily injury to any person and **damage to property** we will indemnify the Insured Person when liability is caused by or arises out of any disabled motor vehicle while attached to the Vehicle. This section will also apply to any disabled motor vehicle detached from the Vehicle and not attached to any other vehicle and being used by **you** but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

We will not be liable for:

- a) **damage** to a disabled motor vehicle
- b) any liability if a disabled motor vehicle is being towed otherwise than in accordance with the law
- c) **damage to property** being carried in or on a disabled motor vehicle.

4.2 Indemnity to Personal Representatives

Following the death of any person entitled to indemnity we will in respect of the liability incurred indemnify such person's personal representatives.

4.3 Movement of Third Party Vehicles

In respect of legal liability for death of or bodily injury to any person and **damage to property** we will indemnify **you** or any principal, **director, employee** or **volunteer of yours** when liability is caused by or arises out of the driving or movement of any motor vehicle with or without the authority of the owner:

- a) when the motor vehicle is parked in a position which obstructs the legitimate passage or the loading or unloading of the Vehicle
- b) for movement of a motor vehicle within the vicinity of any premises owned or occupied by **you**

In these circumstances the motor vehicle will not be regarded as **property** held in **your** care, custody or control.

We will not pay for:

- a) liability if the motor vehicle is:
 - i) moved by any person other than **you** or any principal, **director, employee** or **volunteer of yours**
 - ii) **your** property or held by **you** under a hire purchase agreement or hired by or loaned or leased to **you**
 - iii) driven by any person who does not hold a Licence unless such person has held and is not disqualified from holding or obtaining such a Licence
- b) **damage to property** in or on the motor vehicle.

4.4 Principal's Clause

In the event of any claim in respect of which **you** would be entitled to receive indemnity being brought or made against any public or local authority or other principal **we** will indemnify the said public or local authority or other principal against such claim and/or any costs and expenses in respect thereof.

Provided always that **we** have the sole conduct and control of all claims.

4.5 Service and Repair

We will indemnify **you** when the Vehicle is in the custody or control of a member of the motor trade for service or repair.

4.6 Third Party Contingency

In respect of legal liability for death of or bodily injury to any person and **damage to property we** will indemnify **you** alone when liability is caused by or arises out of the use of or in connection with any motor vehicle while being used in connection with the **business**.

Provided always that:

- a) such vehicle is not **your** property or held by **you** under a hire purchase agreement or hired by or leased to **you**
- b) **you** have taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance that is valid for such use
- c) if any claim covered by this clause is covered by any other insurance then notwithstanding general condition 8 **we** will not be liable to make any contribution to such claim
- d) motor vehicle does not include any vehicle registered outside the **territorial limits**.

4.7 Unauthorised Use

We will indemnify **you** in the event of any accident occurring while the Vehicle is being used or driven by any person without **your** knowledge or consent for any purpose not permitted provided always that **you** will take all reasonable precautions to ensure that all persons who may use or drive the Vehicle are made aware of the permitted purposes of use as stated in this part.

Exclusions to Section 4

This section does not cover:

1. Airside

legal liability directly or indirectly caused by or contributed to by or arising from the Vehicle while in or on that part of any aerodrome, airfield, airport or military installation provided for:

- a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
- b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

2. Damage

- a) **damage to property** belonging to or in the custody or control of the Insured Person
- b) damage to premises or to the fixtures and fittings therein which are not **your** property but are occupied by **you** under a lease or rental agreement if such damage is covered by any other insurance

- c) **damage to property** in or on the Vehicle
- d) **damage** to the Vehicle

3. Defective Goods or Treatment

death of or bodily injury to any person or **damage to property** caused by or attributable to:

- a) any defect in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the Vehicle or any motor vehicle not **your** property or provided by **you**
- b) treatment given or services provided at or from the Vehicle or any other motor vehicle

4. Employers' Liability

death of or bodily injury to any person arising out of or in the course of that person's employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers' liability legislation within the Geographical Limits

5. Loading or Unloading

death of or bodily injury to any person or **damage to property** caused or occurring beyond the limits of any Road in connection with:

- a) the bringing of the load to any Vehicle for loading thereon
 - b) the taking away of the load from any Vehicle after unloading therefrom
- by any person other than the Driver or attendant of such Vehicle

6. Other Insurances

any person other than **you** if that person is entitled to indemnity under any other insurance

7. Pollution or Contamination

death of or bodily injury to any person or **damage to property** directly or indirectly caused by Pollution or Contamination unless the Pollution or Contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident took place

8. Terrorism

any amount in excess of the sum stated in the schedule inclusive of Costs and Expenses or the minimum amount required by the compulsory motor insurance legislation in the country in which the insured event occurs whichever is the greater directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this part the burden of proving that cover is provided under this policy will be upon **you**

9. Tool of Trade

death of or bodily injury to any person or **damage to property** caused by or arising while a Commercial Vehicle or plant forming part of such Commercial Vehicle or attached thereto is working as a tool of trade

This exclusion does not apply to any:

- a) goods carrying Commercial Vehicle
- b) forklift truck
- c) agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such vehicle other than death of or bodily injury to any person or loss of or **damage to property** caused by or attributable to the spraying or spreading of any chemical by any agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such vehicle

10. Unlicensed Drivers

liability if to the knowledge of the Insured Person the Driver does not hold a Licence unless the Driver has held and is not disqualified from holding or obtaining such a Licence

11. Wrongful Delivery

death of or bodily injury to any person or **damage to property** directly or indirectly caused by:

- a) delivery of a load where such delivery was not authorised, not ordered or unlawful
- b) delivery whether correctly or incorrectly carried out to **your** customer of goods which do not conform strictly to the specification of or the order for the goods made by such customer.

Exclusions 1, 3, 7, 9, and 11 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

Exclusion 10 will not apply in respect of section 4.5.

Provision to Section 4

1. Limit of Indemnity

Our liability will not exceed the sum stated in the schedule or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured event occurs.

Section 5 – Damage to Vehicles

The Cover

We will indemnify **you** against **damage** to the Vehicle and Accessories of the Vehicle.

This indemnity will not exceed the market value of the Vehicle immediately before such **damage**.

5.1 Customs Duty

We will indemnify **you** against liability for the enforced payment of customs duty where such liability arises directly from **damage** covered under this section.

5.2 New for Old

If any Car within one year of first registration is:

- a) damaged to the extent that the costs of repair would exceed 50% of the manufacturer's recommended retail price plus taxes
- b) lost by theft and not recovered

we will replace it with a new Car of the same manufacturer and of the same or like type provided always that:

- i) you request it; and
- ii) any other interested party known to us consents; and
- iii) such a replacement is available.

5.3 Other Charges

We will indemnify you against general average contribution and salvage and sue and labour charges incurred during the transportation of the Vehicle by sea.

Provided always that:

- a) such Vehicle is covered against **damage** under this section
- b) the contribution relates to the value of such Vehicle.

5.4 Recovery and Re-delivery

We will indemnify you for the reasonable cost of removing the Vehicle from the place where damage occurred to the premises of the nearest competent repairer and re-delivery to you within the territorial limits after repair.

5.5 Service and Repair

We will indemnify you when the Vehicle is in the custody or control of a member of the motor trade for service or repair.

5.6 Theft of Keys

If the keys or any other removable ignition device or lock transmitter for the Vehicle are stolen by forcible and violent means or robbery we will at your request pay up to £500 in respect of any one occurrence for each Vehicle to replace:

- a) the door locks and/or boot lock
- b) the ignition and/or steering lock
- c) the lock transmitter and/or central locking interface.

Provided always that:

- i) any other interested party known to us consents; and
- ii) this indemnity will not exceed the market value of the Vehicle immediately before **damage**; and
- iii) we will not be liable for the cost of replacing any alarms or security devices fitted to the Vehicle.

5.7 Unauthorised Use

We will indemnify you for **damage** while the Vehicle is being used or driven by any person without your knowledge or consent for any purpose not permitted provided always that you will take all reasonable precautions to ensure that all persons who may use or drive the Vehicle are made aware of the permitted purposes of use as stated in this part.

Exclusions to Section 5

This section does not cover:

1. Deception

damage caused by deception

2. Diminution in Value

any diminution in the value of the Vehicle

3. Sonic Bangs

damage to the Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

4. Theft when Keys Used

damage caused by theft or attempted theft while the ignition key or any other removable ignition device of the Vehicle has been left in or on the Vehicle

5. Wear and Tear, Depreciation, Loss of Use, Breakdown or Damage to Tyres

- a) wear and tear
- b) depreciation
- c) loss of use
- d) mechanical, electrical, electronic or computer breakage, failure or breakdown
- e) damage to tyres caused by braking or by cuts, punctures or bursts.

Provisions to Section 5

1. Hire Purchase and Leasing Agreements

If to our knowledge the Vehicle is the subject of a hire purchase or leasing agreement any payment for **damage** to the Vehicle which is not made good by repair or replacement may at our discretion be made to the owner whose receipt will be a full discharge of our liability.

2. Repairs

You may authorise reasonable and necessary repairs without previously obtaining our consent provided always that notification in accordance with general condition 3 is given to us without delay and a detailed estimate of the costs of repair is sent to us as soon as possible.

Section 6 – Personal Effects

The Cover

We will at your request provide indemnity up to £150 for any one occurrence in respect of **damage** to personal effects while in or on the Vehicle.

The owner's receipt will be a full discharge of our liability.

Exclusions to Section 6

This section does not cover:

1. Goods or Samples

goods or samples carried in connection with any business

2. Money or Securities

money, credit, debit or charge cards, stamps, cheques, bonds securities or documents of any description.

Section 7 – Medical Expenses

The Cover

We will pay you medical expenses incurred by the Driver or any other person travelling in or on the Vehicle following injury caused by violent, accidental, external and visible means in direct connection with the Vehicle.

Our liability under this section is limited to £250 in respect of each person injured.

Section 8 – Optional Extensions

Applicable only where stated in the schedule

T. Continuing Hire Charges

If you become liable to pay for continuing hire charges incurred under a contract with the owner of a motor vehicle on temporary hire to you as a direct result of damage caused to such vehicle and which is the subject of indemnity under Section 5 we will pay such charges for a period not exceeding 120 days from the date of the occurrence provided always that:

- a) we will not be liable for the first 72 hours of such charges
- b) the amount payable in respect of any one occurrence will not exceed the sum stated in the schedule.

U. Occasional Business Use

At your request this part will apply in respect of any Car not the property of or hired, lent or provided by you while being used in connection with the business by any director, employee or volunteer.

General condition 8 will not apply.

V. Loss of No Claim Discount or Excess

Special Definitions

Excess

The first part of each and every claim under a car or motorcycle policy which is not compulsorily imposed.

No Claim Discount

A discount allowed by an insurer by way of a reduction from normal premium payable in recognition of a period or periods of insurance without claim under a car or motorcycle policy.

Insured Person

Any **director, employee or volunteer** authorised by **you** to use a car or motorcycle in connection with the **business**.

The Cover

We will indemnify the Insured Person in respect of:

- a) loss of or reduction in No Claim Discount
- b) payment of an Excess

incurred as a result of an accident occurring within the **territorial limits** involving a car or motorcycle which at the time of the accident was being used by the Insured Person in connection with the **business**.

Exclusions

We will not pay for:

- a) any claim which is a direct result of the use of a car or motorcycle by the Insured Person between their domestic residence and their normal place of work
- b) any amount in excess of:
 - i) £500 for loss of or reduction in No Claim Discount
 - ii) £150 for payment of an Excessfor any Insured Person in any period of insurance
- c) any temporary payment of an Excess or loss of No Claim Discount.

Supplementary Conditions

1. In the event of loss of No Claim Discount **we** will pay the loss of or reduction in the ensuing years No Claim Discount between that earned and that which would have been earned had the accident not occurred.
2. The calculation of the amount to be paid will be based on the scale of No Claim Discount in force at the time of the accident.
3. On request the Insured Person will provide from their car or motorcycle insurer evidence stating:
 - a) the amount of No Claim Discount permanently lost
 - b) the scale of No Claim Discount
 - c) the date of the accident and location
 - d) the amount and reason the Excess applied.

W. Hiring Charges

If **damage** to the Vehicle gives rise to a valid claim under section 5 **we** will indemnify **you** in respect of the cost of hiring a replacement motor vehicle of a similar model and performance provided always that:

- a) the amount payable in respect of any one occurrence will not exceed the sum stated in the schedule
- b) no cover will apply in respect of the first 48 hours of any period of hire

- c) **we** will not be liable as result of **damage** occurring elsewhere than within the **territorial limits** or the Republic of Ireland
- d) **you** will take all reasonable steps to mitigate loss and expedite repairs reinstatement or replacement of the Vehicle.

X. Termination Charges

We will indemnify **you** in respect of any termination or penalty charge incurred by **you** in respect of the early termination of any Car lease agreement entered into by **you** provided always that:

- a) the early termination is caused by or is as a direct result of **damage** giving rise to a valid claim under section 5
- b) the amount payable in respect of any one occurrence will not exceed the sum stated in the schedule
- c) **we** will not be liable in respect of a charge incurred as a result of excess mileage.

Section 9 – Special Exclusions

This part does not cover:

1. Contractual Liability or Liquidated Damages

any liability assumed by **you** by agreement which would not have attached in the absence of such agreement and any indemnity in respect of liquidated damages or under any penalty clause

2. Earthquake or Riot

any accident, death, bodily injury or **damage** to **property** except under section 4 arising during or in consequence of:

- a) earthquake occurring outside the **territorial limits** or any other member of the European Union
- b) riot or civil commotion occurring:
 - i) in Northern Ireland
 - ii) outside Great Britain, the Isle of Man, the Channel Islands or any other member of the European Union

3. Lessor Negligence

the owner of a Vehicle leased to **you** where liability is caused by the negligence of such owner or the servant or agent of such owner

4. Unauthorised Use

any claim while the Vehicle is with **your** general consent being:

- a) used for any purpose not permitted under the Certificate
- b) driven by any person not authorised under the Certificate

This exclusion will not apply to claims under sections 4.5 and 5.5

5. Unlicensed Drivers

any claim while the Vehicle is being driven:

- a) by **you** unless **you** hold a Licence or have held and are not disqualified from holding or obtaining such a Licence
- b) with **your** general consent by any person who **you** know does not hold a Licence unless such person has held and is not disqualified from holding or obtaining such a Licence.

This exclusion will not apply to claims under special provision 5.

Section 10 – Special Provisions

1. Declared Trailers

The cover as stated in the schedule applies to any Trailer declared to **us** by identification mark as if it was a Vehicle while attached to or detached from the Vehicle and not attached to any other vehicle.

We will not be liable for:

- a) any liability if a Trailer is being towed otherwise than in accordance with the law
- b) **damage** to **property** being carried in or on a Trailer.

2. Discharge of Liability

We may at any time pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with **our** written consent prior to the date of such payment.

3. Joint Liabilities

If **you** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed the relevant limit of indemnity.

4. Undeclared Trailers

The cover applicable to the Vehicle applies to any Trailer attached to the Vehicle. Section 4 will also apply to a Trailer detached from the Vehicle and not attached to any other vehicle and being used by **you** but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

We will not be liable for:

- a) any liability if a Trailer is being towed otherwise than in accordance with the law
- b) **damage** to **property** being carried in or on a Trailer.

5. Unlicensed Drivers

The requirement of the Certificate that the Driver must hold a Licence or have held and not been disqualified from holding or obtaining such a Licence will not apply in circumstances where a Licence to drive is not required by law.

Provided always that:

- a) the terms of the Certificate will otherwise apply
- b) in respect of the Vehicle other than any agricultural tractor or self propelled agricultural or forestry machine the person driving is of an age to hold a Licence to drive the Vehicle on a Road.

Section 11 – Special Conditions

1. Observance

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

Upon proof of breach of this condition **we** will be entitled to recover from the Insured Person all sums paid by **us** including those for which **we** would not have been liable but for the provisions of any compulsory motor insurance legislation operative within the Geographical Limits.

2. Our Rights

We will be entitled to possession and ownership of the Vehicle or its remains if any payment is made for actual or constructive total loss of the Vehicle or under section 5.2.

3. Vehicle Information

You will supply details of any Vehicle whose use is insured by this part as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Motor Insurance Database.

4. Vehicle Maintenance

You will at all times maintain the Vehicle in an efficient and roadworthy condition.

5. Vehicle Security

You will take all reasonable steps to safeguard the Vehicle from **damage**.

Part J – Motor Legal Expenses and Uninsured Loss Recovery

Section 1 – Special Definitions

Appointed Lawyer

The lawyer or other suitably qualified person appointed under special condition 1 to act for the Insured Person.

Geographical Limits

Any territory where cover is provided under part I.

Insured Person

The user of and any passenger (other than a fare paying passenger) in or on the Vehicle.

Legal Expenses

Reasonable costs necessarily incurred by the Appointed Lawyer on 'a standard basis' and costs incurred by opponents in civil cases where the Insured Person is held liable to pay such costs or pays them with our consent.

Limit of Indemnity

£100,000 per claim.

Vehicle

Any vehicle insured under part I.

Section 2 – The Cover

In respect of an accident causing:

- a) **damage** to the Vehicle or property carried in or on the Vehicle
- b) bodily injury to an Insured Person while in or on the Vehicle

we will pay Legal Expenses in pursuing a claim for the recovery of uninsured loss or death or bodily injury caused to the Insured Person provided always that:

- i) **we** consider there is a reasonable prospect of success
- ii) any action must relate to an accident occurring in and be under the jurisdiction of a court within the Geographical Limits
- iii) any person seeking the benefit of this cover does so with **your** consent.

Section 3 – Special Exclusions

We will not pay for:

- a) any claim reported to **us** more than 180 days after the date an Insured Person should have known about the insured accident
- b) any claim where indemnity under part I has been declined
- c) any Legal Expenses incurred before **we** accept a claim
- d) any claim relating to a contract

- e) fines, damages or other penalties which the Insured Person is ordered to pay by a court or other authority
- f) any legal action an Insured Person takes which **we** or the Appointed Lawyer have not agreed to or where the Insured Person does anything that hinders **us** or the Appointed Lawyer.

Section 4 – Special Conditions

1. Claims Procedures

a) Insured Person's Responsibilities

An Insured Person must:

- i) send everything **we** ask for in writing
- ii) give **us** any information **we** request
- iii) tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent
- iv) if **we** ask tell the Appointed Lawyer to have Legal Expenses taxed, assessed or audited
- v) take every step to recover Legal Expenses that **we** have to pay and must pay **us** any Legal Expenses that are recovered
- vi) co-operate fully with **us** and the Appointed Lawyer and keep **us** up-to-date with the progress of the claim
- vii) give the Appointed Lawyer any instructions that are required by **us**.

b) Our Rights

We:

- i) in civil cases can take over and conduct in the name of an Insured Person any claim, proceeding or investigation at any time and can negotiate any claim on behalf of an Insured Person
- ii) if **we** agree to start legal proceedings and it becomes mandatory for an Insured Person to be represented by a lawyer or if there is a conflict of interest an Insured Person can choose an Appointed Lawyer by sending **us** the suitably qualified person's name and address.

If **we** and the Insured Person disagree about the choice of Appointed Lawyer or about the handling of a claim **we** and the Insured Person can choose another suitably qualified person to decide the matter. **We** and the Insured Person must both agree to this in writing. If **we** cannot agree with the Insured Person about the choice of the second suitably qualified person **we** will ask the president of a relevant national law society to choose a suitably qualified person. If the Insured Person loses the disagreement they will have to pay the costs of settling it. If **we** lose the disagreement **we** will pay the costs of settling it.

Before an Insured Person chooses a lawyer **we** can appoint an Appointed Lawyer

- iii) will appoint an Appointed Lawyer who will represent an Insured Person according to **our** standard terms of appointment. The Appointed Lawyer must co-operate fully with **us** at all times
- iv) will have direct contact with the Appointed Lawyer

- v) may decide to pay the Insured Person a reasonable sum of money in respect of the amount of damages that is being claimed against them instead of starting or continuing legal proceedings
- vi) if an Insured Person does not accept a reasonable offer to settle a claim may refuse to pay any further Legal Expenses
- vii) if in relation to any claim an Appointed Lawyer refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses an Appointed Lawyer without good reason will cease cover in relation to that claim at once unless we agree to appoint another Appointed Lawyer
- viii) if an Insured Person settles a claim or withdraws their claim without our consent or does not give suitable instructions to the Appointed Lawyer will cease cover in relation to that claim at once and we will be entitled to re-claim any Legal Expenses paid by us.

Our Complaints Procedure

As stated on page 110.

Part K – Plant Inspection Contract

Section 1 – Special Definitions

Competent Person

The competent person is Zurich Management Services Limited who employ engineer surveyors, senior engineers or other technical persons.

Contract Price

The amount payable for the Inspection Service as varied from time to time in accordance with special condition 2 during the period of contract.

Inspection

An examination of Plant which:

- a) will if required by **you** be carried out in accordance with the requirements of any applicable statutory regulations and where applicable will be carried out in accordance with any written scheme of examination
- b) for Plant not requiring inspection in accordance with statutory regulations will be carried out as agreed between **you** and **us**.

Inspection Interval

The interval between Inspections as set out in statutory regulations and/or written schemes of examination where applicable or any additional Inspections as stated in the schedule.

Inspection Service

An Inspection of Plant at Inspection Intervals and provision of a Report.

Normal Working Hours

Between 08.00 hours and 17.00 hours Monday to Friday except for public holidays.

Plant

The machinery and equipment stated in the schedule.

Report

A document in **our** standard format issued electronically and/or on paper that provides details of the Plant inspected and the Inspection that was undertaken.

Site

The locations stated in the schedule.

Section 2 – Scope of the Inspection Service

We will provide **you** with the Inspection Service for Plant at the Site in accordance with the terms and conditions of this contract during the period of contract.

Where **you** require that the Inspection Service is to be carried out in accordance with specific statutory regulations the scope of the Inspection Service will in so far as is possible under the terms of this contract be in accordance with the terms of those statutory regulations and any respective relevant guidance or any relevant approved code of practice. The Report will identify the regulations and any relevant guidance or any code of practice that apply.

Where the Inspection Service is carried out in accordance with any specific statutory regulation the Competent Person will possess all necessary skills, experience and qualifications to the extent required under the applicable statutory regulation.

Where **you** do not require that the Inspection Service is carried out in accordance with specific statutory regulations or no such regulations apply the scope of the Inspection Service will in so far as is possible under the terms of this contract be as instructed by **you** and agreed by **us** or in the absence of such an instruction as specified by **us**.

The scope of the Inspection Service will be limited by the extent to which **you** have prepared the Plant for Inspection. In this event the Report will fully describe the scope of the Inspection. In the event that the Plant or part of the Plant cannot be located or is not made available by **you** for Inspection the Report will indicate that the Plant or the relevant part of the Plant could not be inspected and will give the reason for this.

The Report may bring to **your** attention other noticeable and obvious defects that fall outside the scope of the Inspection although no obligation to do so exists. The impact of such other defects are to be assessed by **you** and are **your** sole responsibility.

The Inspection Service will not cover the preparation, operation, repair or maintenance of Plant.

Section 3 – Additional Services

We may negotiate with **you** and agree to provide additional services. **You** acknowledge that unless otherwise agreed in this manner additional services will not be included in the scope of the Inspection Service. Additional services include:

- a) the compilation and/or certification of written schemes of examination which may be a statutory requirement
- b) the witnessing or provision of ultrasonic, radiographic or other non-destructive tests or other tests of a non-routine character or any proof of load stability, anchorage or similar test
- c) the assessment of Plant design and construction to verify compliance with applicable design or construction codes or European Directives
- d) the assessment of the suitability of Plant for its intended use in the particular environment within which it is operated
- e) the assessment of the suitability of proposed repair or modification to Plant and the carrying out of any additional Inspection of the Plant required during and/or on completion of such repair or modification
- f) the assessment of any Plant which is in a non-standard operating condition
- g) the postponement of Inspection of Plant according to specific regulations that allow this.

Section 4 – Special Conditions

1. Cancellation

We may cancel this contract by giving 30 days written notice by special delivery mail to **you** at any time throughout the duration of this contract without further obligation subject to any accrued rights and the payment of the Contract Price for Inspection Services which have already been performed to the effective date of termination.

We or **you** will have the right at any time by giving written notice by special delivery mail to the other to immediately terminate this contract on or after the happening of any of the following events:

- a) where the other has committed a material breach of the terms of this contract which is incapable of remedy
- b) where the other has committed a material breach of the terms of this contract which is capable of remedy and fails to remedy such breach within 30 days after receipt of a written notice by the other party giving full particulars of the breach and requiring it to be remedied
- c) where the other is unable to pay its debts as and when they fall due within the meaning of Section 123 of the Insolvency Act 1986
- d) where an order is made or a petition is presented or an effective resolution is passed for the winding-up of the other party otherwise than for the purpose of a solvent amalgamation or reconstruction
- e) where the other convenes a meeting or proposes or enters into any arrangement or composition with its creditors
- f) where an event of force majeure delays a scheduled Inspection for more than 30 days.

2. Contract Price

You agree that **we** will adjust the Contract Price at the end of the period of contract to take into account:

- a) any Plant added to or deleted from the schedule
- b) any changes to the Inspection Interval.

3. Force Majeure

We will not be liable for any delay or for the consequences of any delay in performing **our** obligations under this contract if such delay is due to any cause beyond **our** reasonable control and will be entitled to a reasonable extension of time for performance of such obligations.

4. Liability of you and us

- a) **We** have and accept no responsibility for damage sustained by the Plant as a result of the failure of the Plant to withstand a test applied as part of the Inspection Service .
- b) Subject to special condition 4a) **we** will indemnify **you** and keep **you** indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this contract by **us**, **our** employees, agents or sub-contractors.
- c) **You** will indemnify **us** and keep **us** indemnified against any loss or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this contract by **you**, **your** employees, agents or sub-contractors.
- d) Except in respect of injury to or death of any person or any other liability which cannot be limited or excluded by law the respective liability of **you** and **us** under special conditions 4b) and 4c) in respect of each event or series of connected events or in the aggregate will not exceed £10,000,000 during the period of contract.
- e) Notwithstanding anything else contained in this contract neither **you** nor **us** will be liable to the other party for loss of profits or contracts, loss of goodwill or other special, indirect or consequential loss howsoever arising.

5. Obligations of the Parties

a) Ours

We will:

- i) provide the Inspection Service within Normal Working Hours unless otherwise agreed
- ii) use reasonable endeavours to make arrangements with **you** in order to carry out Inspections of the Plant
- iii) produce the Report within 14 days following completion of an Inspection of the Plant other than in circumstances where an item is judged to give rise to immediate danger. In this event an on site report will be issued prior to leaving the Site
- iv) notify **you** in writing within 14 days of an abortive attempt to arrange an Inspection
- v) comply with **your** safe systems of work as notified by **you**. **We** reserve the right not to carry out an Inspection if in **our** opinion to do so would pose an unacceptable risk to the health, safety or welfare of any person.

b) Yours

You:

- i) may be required to pay an additional charge to **us** where:
 - 1) Inspections are carried outside Normal Working Hours at **your** request
 - 2) **you** require that **our** representatives are required to undertake training specific to **your** own health, safety and welfare procedures
 - 3) **we** were unable to carry out an Inspection of the Plant at an agreed time through no fault of **our** own and a further appointment is necessitated
 - 4) **we** are required to re-examine any Plant
 - 5) **you** request an agreement with **us** to postpone an Inspection
 - 6) **you** request duplicate copies of Reports
- ii) will ensure that all Plant that requires Inspection is included in the schedule. In the event of any errors or omissions in the schedule **you** will notify **us** in writing without delay
- iii) will notify **us** if any Plant is being operated outside the scope of usual operating conditions to ensure that **we** provide the appropriate service
- iv) will use reasonable endeavours to comply with any arrangements proposed by **us** in order to carry out Inspections at the Inspection Interval
- v) will at **your** own expense have the Plant properly cleaned and prepared for Inspection and will make available any ancillary testing equipment
- vi) will be responsible for the reassembly of the Plant after Inspection
- vii) will make available **your** staff, premises, facilities and access equipment as **we** may reasonably request to enable **us** to perform the Inspection Service. In particular where the operation of Plant is required for the purposes of an Inspection **you** will make available a skilled and qualified operator
- viii) will promptly provide **us** with such information and documents as **we** may reasonably request for the proper performance of the Inspection Service. **You** will retain sole responsibility for the operation of the Plant

- ix) will provide **us** with safe access to the Site and a safe working environment on the Site
- x) will provide **us** with full information concerning any modification to the Plant that has been made since the last Inspection before the beginning of each Inspection
- xi) will where applicable under any relevant statutory regulations monitor Inspection Intervals and ensure that **we** are notified in advance of the Inspection dates required by the regulations. Where Inspection of any Plant has not taken place by the end of the Inspection Interval as stated in the latest Report **you** will take the item out of service unless any alternative measure is agreed by **us** in compliance with the relevant regulations.

Part L – Plant Protection

Section 1 – Special Definitions

Boiler and Pressure Plant

Those parts of the permanent structure including fittings and direct attachments of Plant subject to steam or other fluid pressure excluding except where specifically stated in the schedule:

- a) superheaters or economisers
- b) interconnecting piping or anything attached to such piping
- c) ancillary electrical and mechanical plant
- d) foundations, masonry, brickwork and chimneys.

Breakdown

- a) The breaking, distortion or burning out of any part of an item of Plant while in ordinary use arising from either mechanical or electrical defect in the item causing its sudden stoppage including any resultant loss of cooling, lubricating or insulating oil or refrigerant or brine
- b) the fracturing of any part of Plant by frost when such fracture renders such Plant inoperative
- c) the complete severance of a rope forming part of Plant designed for lifting but not breakage or abrasion of individual wires or strands even if this necessitates replacement of such rope.

Collapse

The sudden and dangerous distortion whether or not attended by rupture of any item of Boiler and Pressure Plant caused by crushing stresses by force of steam or other fluid pressure other than pressure of ignited flue gases.

Damage

Sudden and unforeseen **damage**.

Electrical and Mechanical Plant

All integral parts of Plant including the individual switchgear for a motor and the wiring between the motor and its switchgear or between a generator and switchboard excluding foundations, masonry or brickwork.

Explosion

The sudden and violent rending of any item of Boiler and Pressure Plant by force of internal steam or other fluid pressure (other than pressure of chemical action or of ignition of the contents or of ignited flue gases) causing bodily displacement of any part of such Plant together with forcible ejection of the contents.

Lifting and Handling Plant

- a) In respect of Plant comprising lifts, platform hoists and lifting tables all integral parts up to and including main circuit breakers or control valves excluding any supporting structure or foundations, masonry or brickwork
- b) in respect of cranes and other lifting Plant:
 - i) all parts commencing in the case of a fixed unit at the point or points of anchorage and in the case of a travelling unit at and including the track wheels and terminating in the case of any unit at the hook, shackle or other connection to the burden rope or chain by which the load or appliance is attached; and

- ii) all electrical equipment by which such Plant is driven commencing at the intake switch or plug or other connection on such Plant

excluding except where specifically stated in the schedule fixing bolts or appliances or the track upon which such Plant works.

Own Surrounding Property

Property belonging to **you** or in **your** custody or control other than:

- a) any part of Plant causing the Damage or any machinery or apparatus directly driving or driven by such Plant
- b) **property** being lifted, conveyed, handled, heated, cooled, processed by or contained in Plant.

Plant

Machinery and equipment stated in the schedule the subject of a concurrent plant inspection contract with Zurich Management Services Limited and kept at the Site.

Site

The locations stated in the schedule.

Storage Tank

Any permanently installed enclosed receptacle used for storage of fuel oil including supply and delivery piping excluding:

- a) flexible piping
- b) pipes buried in the ground or in concrete, masonry or brickwork
- c) any supporting structure or foundation.

Section 2 – The Cover

In the event of Damage occurring during the period of insurance **we** will pay **you** the value of the **property** insured at the time of its Damage or the cost of repair of the Damage or at **our** option indemnify **you** by reinstatement, replacement or repair provided always that **our** liability will not exceed the amount stated in the schedule as the limit of indemnity in respect of all claims arising out of any one occurrence or arising out of all occurrences of a series consequent upon or attributable to one original cause.

The cover provided is determined by cover code as defined below and stated in the schedule against the item or type of Plant to which it applies.

Cover Code AD – Extraneous Damage

Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue excluding Damage caused by Breakdown, Explosion or Collapse.

Cover Code BD – Breakdown

Damage to any item of Plant caused by its own Breakdown.

Cover Code EX – Explosion and Collapse

Damage to any item of Boiler and Pressure Plant caused by its own Explosion or Collapse.

Cover Code LG – Lifted Goods

Damage to **property** belonging to **you** or in **your** custody or control occurring while such **property** is being handled or lifted by an item of Plant and arising out of its use provided always that any appliance for attaching the load to such Plant complies with any statutory obligations concerning its examination and certification.

Cover Code RI – Reinstatement

In the event of Damage to Plant for which a claim is admitted by **us** the basis upon which the amount payable is to be calculated will be **reinstatement** subject to the Supplementary Conditions stated in clause 2.6.

Cover Code ST – Storage Tank Contents

- a) Loss of contents of any Storage Tank
- b) the cost of removing any escaped liquid following such loss

as a result of Damage to a Storage Tank for which liability has been admitted by **us** excluding loss caused by evaporation, seepage or normal trade loss.

Cover Code SUD – Sudden and Unforeseen Damage

Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue including Damage caused by Breakdown, Explosion and Collapse.

2.1 Capital Additions

This part includes additional Plant which is installed and ready for use at the Site and falling within the description of Plant types already insured under this part.

Provided always that:

- a) **you** will supply to **us** details of additional Plant as soon as reasonably practicable but not later than 12 months after the cover has applied and pay the additional premium required on the basis agreed between **you** and **us** from the date of installation
- b) such Plant is free from material defects known to **you** and complies with any statutory obligation concerning its examination and certification
- c) **we** are entitled to withdraw cover if such Plant is found to be unsatisfactory for insurance following inspection by **us**.

2.2 Debris Removal

This part includes reasonable costs and expenses necessarily incurred with **our** consent in:

- a) removing debris of
- b) dismantling and/or demolishing
- c) shoring up or propping

property following insured Damage

We will not pay for any costs or expenses:

- i) incurred in removing debris except from the site of such **property** suffering Damage and the area immediately adjacent to such site
- ii) arising from pollution or contamination of **property** not insured by this part.

2.3 European Union and Public Authority Requirements (including Undamaged Property)

Subject to the following Supplementary Conditions this part includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

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

We will not pay for:

- i) the cost incurred in complying with the Stipulations:
 - 1) in respect of Damage not insured under this part
 - 2) under which notice has been served upon **you** prior to the happening of Damage
 - 3) for which there is an existing requirement which has to be implemented within a given period
- ii) the additional cost that would have been required to make good the **property** suffering Damage to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by its owner by reason of compliance with the Stipulations.

Supplementary Conditions

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

2.4 Expediting Expenses

This part includes reasonable costs and expenses necessarily incurred with **our** consent in effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport provided always that the cost does not exceed £5,000.

2.5 Own Surrounding Property

This part includes Damage to Own Surrounding Property directly resulting from insured Damage to Plant or in the case of Lifting and Handling Plant caused by impact through the normal operation of Plant even though such Plant does not itself suffer Damage excluding Damage to Own Surrounding Property caused by leakage from Plant provided always that the cost does not exceed the limit of indemnity stated in the schedule.

2.6 Reinstatement Basis

Subject to the following Supplementary Conditions the basis upon which the amount payable in respect of Plant not more than 2 years old and **own surrounding property** is to be calculated will be **reinstatement**.

Supplementary Conditions

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

2.7 Temporary Removal

This part includes Damage to Plant while temporarily removed to any other premises or working site within the **territorial limits** and while in transit other than by sea or air to and from such premises or working site.

Section 3 – Special Exclusions

This part does not cover:

1. Consequential Loss

compensation for loss of use or consequential loss of whatsoever nature

2. Corrosion and Erosion

the cost of rectifying or making good any form of corrosion or erosion howsoever arising but resulting Damage is not excluded

3. Excluded Parts

Damage to:

- a) glass or non-metallic parts
- b) any device for safety or protection when it operates for that purpose
- c) bulbs, thermionic valves, electric heating elements, photo electric cells, transistors, cathode ray and x-ray tubes and similar apparatus
- d) track rails, wear plates, cutting edges, crushing, grinding or hammering surfaces, cutting, shaping or drilling tools and the like

4. Fire and Perils

Damage by fire howsoever caused, lightning, explosion other than Explosion where cover code SUD or EX applies, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the Site or at any other premises or working site while temporarily removed

5. Inadequate Maintenance

Damage to any item of Plant caused by or arising from non-compliance by **you** with the maintenance requirements specified by the Plant manufacturer or supplier

6. Installation

Damage to any item of Plant during its installation, erection or dismantling

7. Known Defects

Damage caused by any faults or defects known to **you** which existed at the time of commencement of this part whether or not such faults or defects were known to **us**

8. Modifications

Damage to any item of Plant caused by or arising from modifications to that item beyond the specifications laid down by its manufacturer

9. Multiple Lifts

Damage arising out of any raising or lowering operations in which a single load is shared between any item of Lifting and Handling Plant and any other equipment unless such operation is carried out in accordance with the British or European Code of Practice for the Safe Use of Cranes applying at the time of loss

10. Newly Installed Plant

Damage to any item of Plant due to its own Breakdown, Explosion or Collapse:

- a) where it has not successfully completed its performance acceptance tests
- b) occurring within 28 days of its initial installation at the Site

11. Product Recall

Damage to any item of Plant caused by or arising from non-compliance by **you** with a recall notice issued by the Plant manufacturer or supplier

12. Supplier's Responsibility

Damage for which a manufacturer, supplier, contractor or repairer is responsible to the extent that **you** are able to recover from such party either by law or under contract

13. Testing or Repair

Damage to any item of Plant:

- a) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading
- b) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul

14. Wear and Tear

the cost of rectifying or making good wear and tear, scratching of painted or polished surfaces, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams but resulting Damage is not excluded.

Section 4 – Special Provisions

1. Obsolete or Foreign Plant

In the event of a claim in respect of Plant which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock **our** liability will be limited to the price of corresponding parts of current Plant of similar size and type together with the estimated cost of installing them.

2. Subrogation Waiver

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

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to **you** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Damage
- b) any company which is a subsidiary of a parent company of which **you** are **yourselves** a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Damage.

3. Suspension of Cover

We reserve the right at any time to suspend the insurance on any Plant until **our** requirements for its safe operation have been fulfilled.

Section 5 – Special Condition

1. Access

You will afford reasonable facilities for **our** representatives to examine any Plant.

Part M – Deterioration of Stock

Section 1 – Special Definitions

Accident

- a) Rise or fall in temperature in the cold chambers of the Refrigeration Plant at the **premises** as a direct result of:
 - i) sudden and unforeseen **damage** to the Refrigeration Plant or non-operation of its controlling devices by any cause not otherwise excluded
 - ii) failure of the public supply of electricity at the terminal ends of the supplier's service feeders at the **premises**
 - iii) failure of the electrical installation connecting the Refrigeration Plant to the supplier's service feeders
- b) action of refrigerant fumes escaping from the Refrigeration Plant.

Refrigeration Plant

Refrigerators and freezers advised to **us**.

Replacement Value

The cost of replacing the Stored Goods including the cost of any processing and packaging undertaken by **you**.

Stored Goods

Chilled or frozen foods contained in the Refrigeration Plant or elsewhere at the **premises** and which would have been contained in the Refrigeration Plant but for an Accident.

Section 2 – The Cover

In the event of deterioration, putrefaction or contamination of Stored Goods caused by an Accident **we** will indemnify **you** in respect of:

- a) their Replacement Value less any amount received by **you** from their sale
- b) reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in their value which but for such additional expenditure would have taken place but not exceeding the amount of the reduction avoided

less any sum saved in respect of any costs or expenses which may cease or are reduced in consequence of the Accident.

Our liability will not exceed in respect of any one item of Refrigeration Plant the sum insured stated in the schedule.

2.1 Additional Costs

We will also indemnify **you** in respect of reasonable costs and expenses necessarily incurred by **you** with **our** consent for:

- a) obtaining a condemnation certificate issued by an environmental health officer as proof of loss in respect of any valid claim

- b) the disposal of Stored Goods for which a condemnation certificate has been issued as a result of an Accident for which **we** have admitted liability
- c) the cleaning or decontamination of the Refrigeration Plant following an Accident for which **we** have admitted liability.

2.2 Automatic Reinstatement of Sum Insured

In the absence of written notice by **us** or **you** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which **you** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance.

Section 3 – Special Exclusions

This part does not cover:

1. Consequential Loss

Consequential loss of whatsoever nature

2. Fire and Perils

loss in consequence of fire howsoever caused, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal

3. Utilities

loss in consequence of a failure of the supply of electricity directly or indirectly due to:

- a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b) a scheme of rationing not necessitated by damage to the supplier's generating or supply equipment
- c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees.

Section 4 – Special Provisions

1. Subrogation Waiver

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

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to **you** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Accident
- b) any company which is a subsidiary of a parent company of which **you** are **yourselves** a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Accident.

2. Underinsurance

If at the commencement of an Accident the sum insured at the **premises** where the Accident has occurred is less than the total Replacement Value of the Stored Goods thereat **you** will be considered as being **your** own insurer for the difference and the amount payable will be proportionately reduced.

Section 5 – Special Condition

1. Access

You will afford reasonable facilities for **our** representatives to examine any Refrigeration Plant.

Part N – Employee Dishonesty

Section 1 – The Cover

We will indemnify **you** in respect of loss of **money** or other property belonging to **you** or in **your** trust or custody for which **you** are legally responsible occurring as a direct result of any act of fraud or dishonesty committed by any person insured stated in the schedule or any **volunteer** acting alone or in collusion with others during the period of insurance.

Provided always that such loss is discovered not more than 24 months following:

- a) the termination of the insurance relative to the person insured concerned in such loss
- b) the termination of employment with **you** of the person insured or the last of the respective persons insured if more than one was concerned with the act of fraud or dishonesty
- c) the termination of this part

whichever happens first.

1.1 Auditor's Fees

We will indemnify **you** in addition to the limit of indemnity in respect of reasonable costs and expenses necessarily incurred by **you** with **our** consent in investigating and proving any act of fraud or dishonesty which results in a claim under this part provided always that **our** liability will not exceed 10% of the amount otherwise payable in respect of such claim.

1.2 Automatic Reinstatement of Limit of Indemnity

Upon discovery of a loss leading to a valid claim under this part the limit of indemnity will be reinstated by the amount of such loss as subsequently ascertained.

Provided always that:

- a) the amount by which the limit of indemnity is reinstated will only apply to acts of fraud or dishonesty committed subsequent to the date of such reinstatement; and
- b) **you** will pay any additional premium required by **us**.

Section 2 – Special Exclusions

This part does not cover:

1. Agency Staff

loss caused by any person assigned to perform employee duties for **you** by an agency if such loss is also covered under an insurance or surety held or indemnity given by the agency

2. Cancellation on Discovery

any act of fraud or dishonesty committed by any **director**, **employee** or **volunteer** after discovery by **you** or any **director**, officer, departmental head, senior manager or the equivalent thereof not in collusion with such **director**, **employee** or **volunteer** of any act of fraud or dishonesty committed by that **director**, **employee** or **volunteer**

3. Consequential Loss or Loss of Interest

consequential loss of whatsoever nature or loss of interest

4. Internal Transfer

loss of any **money** or property when such **money** or property has been transferred from one part of **you** to another part of **you**

5. Inventory or Profit and Loss Computation

loss for which an inventory computation or profit and loss computation is the only means of proving either its factual existence or its amount

6. Prior Fraud or Dishonesty

any act of fraud or dishonesty committed by any **employee** or **volunteer** from and after the time that **you** or any **director**, officer, departmental head, senior manager or the equivalent thereof not acting in collusion with such **employee** or **volunteer** will have knowledge or information that such **employee** or **volunteer** has committed any act of fraud or dishonesty whether such act be committed before or after the date of commencement of employment by **you**.

7. Recruitment Procedures

- a) any loss unless **you** within 6 weeks of engaging any **employee** obtain written references from former employers covering the whole period of 3 years immediately preceding any **employee's** engagement by **you**
- b) any loss unless the original references relating to any defaulting **employee** are forwarded to **us**
- c) any loss arising from the engagement of any **employee** or appointment of any **director** who to **your** knowledge previously committed any act of fraud or dishonesty except for convictions regarded as spent under the Rehabilitation of Offenders Act 1974.

Section 3 – Special Provisions

1. Limit of Indemnity

The limit of indemnity stated in the schedule is **our** monetary limit in respect of:

- a) any one loss irrespective of the number of persons insured involved
- b) the total of all losses discovered during any one period of insurance. Any losses discovered within the 24 month period allowed under section 1 proviso c) will be treated as having been discovered during the final period of insurance
- c) **our** total liability during any number of periods of insurance and for any number of losses forming the basis of any one claim whether under this part or any similar policies issued in addition to them or in substitution for them.

The limit of indemnity in respect of any **volunteer** is £5,000 any one loss.

2. Non-identification

If a loss is alleged to have occurred as a direct result of any act of fraud or dishonesty committed by any person insured and **you** are unable to discover the identity of the person insured **we** will indemnify **you** provided always that the evidence submitted proves beyond reasonable doubt that the loss was caused by any act of fraud or dishonesty of a person insured.

3. Our Rights

The commencement of criminal proceedings against any person insured alleged by **you** to have committed any act of fraud or dishonesty will not be a condition precedent to **your** right to indemnity under this part but in the event of **us** being required to indemnify **we** will be entitled to exercise in **your** name (but at **our** expense) for **our** benefit all **your** rights of action against the person insured or their estate. This part will be evidence of **our** leave so to do and **you** will provide all such assistance as **we** may require in pursuit of the said rights.

Section 4 – Special Conditions

1. Prosecution

You will if and when required by us but at our expense use all diligence in prosecuting to conviction any person by whose act of fraud or dishonesty a claim is made under this part.

2. Valuation of Securities

We will not be liable in respect of securities for more than the actual cash value thereof at the close of business on the business day preceding the day on which the loss was discovered.

Part O – Personal Accident

Section 1 – Special Definitions

Accident

- a) Violent, accidental, external and visible means
- b) unavoidable exposure to the elements.

Activity

Official duties in connection with the **business** including journeys directly connected therewith and direct travel between private residence and place of duty.

Annual Earnings

- a) The gross basic annual wage or salary inclusive of emoluments, guaranteed overtime and local weightings from **you** of the Person Insured at the time of sustaining bodily injury
- b) the gross earnings from **you** of the Person Insured during the 12 months preceding the time of sustaining bodily injury

whichever is the greater.

Assault

- a) Violent or criminal assault
- b) attack by animals
- c) explosion or while searching for explosives.

Loss of Limb

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

Loss of Sight

Permanent and total loss of sight:

- a) in both eyes if name entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on Snellen Scale.

Person Insured

As stated in the schedule.

Usual Occupation

The occupation or profession of the Person Insured as stated in **your** records at the time of the bodily injury.

Weekly Earnings

The gross average weekly earnings from **you** of the Person Insured during the 52 weeks preceding the time of sustaining bodily injury.

Section 2 – Accident

The Cover

In the event of any Person Insured while engaged in the Activities sustaining bodily injury by Accident other than Assault during the period of insurance as a result of which death or disablement occurs independently and exclusively of any other cause within 24 months of sustaining such bodily injury **we** will pay **you** such of the amounts payable under section 7 as are applicable.

In the event of the disappearance of any Person Insured **we** will after a reasonable time has elapsed and upon production of evidence to **our** satisfaction that the death of the Person Insured as the sole and direct result of an Accident may reasonably be presumed pay the amount of benefit subject to receiving an undertaking in writing to refund the sum so paid if such death is subsequently found not to have occurred.

We will also provide indemnity in respect of **damage** to personal effects consisting of money, articles of clothing, footwear and other **property** worn or carried by the Person Insured when such **damage** arises as a result of the Person Insured sustaining bodily injury for which **we** are liable to pay benefit under this section provided always that **we** will not pay more than the sum of £5,000 in respect of **damage** to personal effects of any one Person Insured.

Section 3 – Assault

The Cover

In the event of any Person Insured while engaged in the Activities sustaining bodily injury by Assault during the period of insurance as a result of which death or disablement occurs independently and exclusively of any other cause within 24 months of sustaining such bodily injury **we** will pay **you** such of the amounts payable under section 7 as are applicable.

In the event of the disappearance of any Person Insured **we** will after a reasonable time has elapsed and upon production of evidence to **our** satisfaction that the death of the Person Insured as the sole and direct result of an Assault may reasonably be presumed pay the amount of benefit subject to receiving an undertaking in writing to refund the sum so paid if such death is subsequently found not to have occurred.

We will also provide indemnity in respect of **damage** to personal effects consisting of money, articles of clothing, footwear and other **property** worn or carried by the Person Insured when such **damage** is sustained as a result of Assault arising out of or in the course of the Activities during the period of insurance provided always that **we** will not pay more than the sum of £5,000 in respect of **damage** to personal effects of any one Person Insured.

Section 4 – Special Exclusions

This section does not cover bodily injury or provide indemnity for **damage**:

1. Excluded Activities

caused by the Person Insured racing other than on foot

2. Excluded Causes

caused by the Person Insured being intoxicated or using illegal drugs, committing or attempting suicide or deliberately self-harming, participating in civil commotion or riot or deliberately exposing themselves to unnecessary danger except in an attempt to save human life

3. Non-Passenger Air Travel

caused by air travel other than as a passenger in a licensed passenger carrying aircraft

4. Terrorism

directly or indirectly arising out of, contributed to by or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

Section 5 – Special Provisions

1. Death Benefit Limitation

The amount payable in respect of death for any Person Insured:

- a) under 18 years of age; and
- b) who is still in full-time education

at the time of sustaining bodily injury is limited to £7,500.

2. Incident Limit

If the aggregate amount payable under this part in respect of any one incident exceeds the sum stated in the schedule the amount payable for each Person Insured will be proportionately reduced until the total is equal to the sum stated in the schedule.

3. Persons over 75

For persons over 75 years of age the table of benefits is limited to items 1 and 2 only. The amount payable will be the capital sum stated in the schedule or £10,000 whichever is the lesser.

4. Single Person Limit

The amount payable in respect of any one Person Insured will not exceed the sum stated in the schedule.

Section 6 – Special Conditions

1. Claims Procedures

On the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim **you** will within 30 days of such event and at **your** own expense supply full details of the claim in writing to **us** together with any evidence and information that may be reasonably required by **us** for the purpose of investigating or verifying the claim including evidence of death or injury with a report from a qualified medical practitioner if required.

In the case of non-fatal injury **we** will be entitled to call for an examination by a qualified medical practitioner appointed by **us** whenever required by **us** and in the event of death to have a post mortem examination.

2. Proficiency in Activity Undertaken and Precautions

It is a condition precedent to **our** liability that in respect of:

- a) any hazardous activity or any pursuit requiring special skills the Person Insured has achieved a reasonable standard of proficiency in the said activity or pursuit or is under the direct supervision of a person suitably qualified
- b) yachting and canoeing life jackets or buoyancy aids are worn by the Person Insured and for other sailing except in rowing boats life-saving equipment is carried on the vessel.

Section 7 – Table of Benefits

Item	Amount Payable	
	The following percentage of the capital sum stated in the schedule	
1. Death, Loss of Limb or Loss of Sight	100%	
2. Permanent total disablement other than as stated in Item 1 from engaging in or giving attention to Usual Occupation	100%	
3. Permanent partial disablement not otherwise provided for above:		
a) total loss of hearing	60%	
b) total loss of hearing in one ear	15%	
c) complete loss of use of hip or knee or ankle	20%	
d) removal of the lower jaw by surgical operation	30%	
e) fractured leg or foot with established non-union	25%	
f) fractured knee cap with established non-union	20%	
g) shortening of a leg by at least 3 centimetres	15%	
h) loss by amputation or complete loss of use of:	Right	Left
i) one thumb	20%	17½%
ii) one index finger	15%	12½%
iii) any other finger	10%	7½%
iv) one big toe	10%	10%
v) any other toe	3%	3%
i) complete loss of use of shoulder or elbow	25%	20%
j) complete loss of use of wrist	20%	15%
4. Permanent facial disfigurement to an extent of not less than 5 square centimetres of scar tissue in the area from the hairline to and including the lower jaw and ears	10%	
5. In respect of loss of or damage to teeth or dentures the cost of dental treatment or repair or replacement of dentures up to a maximum of	2½%	
6. Temporary total disablement from engaging in or giving attention to Usual Occupation for a maximum period of 104 weeks from date of disablement	the weekly sums stated in the schedule	
7. Temporary partial disablement from engaging in or giving attention to Usual Occupation for a maximum period of 104 weeks from date of disablement	50% of the weekly sums stated in the schedule	

Provisions to the Table of Benefits

1. Applicable to Item 2

If after expiry of 52 weeks of consecutive disablement the Person Insured is still totally disabled from engaging in or giving attention to Usual Occupation but the medical evidence is such that it cannot be said that disablement is permanent and total then payments will be made for as long as total disablement continues for a period not exceeding 10 years. Payments will be at an annual rate of 10% of the benefit provided under Item 2 and will be made by half yearly instalments in arrears. The first payment will be made 18 months after commencement of disablement in respect of the first 18 months of disablement.

2. Applicable to Item 3

- a) In the case of other permanent partial disablement not stated in Item 3 the amount payable will be such percentage of the capital sum stated in the schedule as is commensurate with the degree of permanent partial disablement when compared with the degrees of disablement stated in Item 3.
- b) The benefits under (h), (i) and (j) will be reversed in the case of a left-handed person.

3. Applicable to Item 6 and 7

- a) Unless otherwise agreed by us weekly benefit will not become payable until the total amount due has been ascertained
- b) weekly sums whether payable for temporary total or partial disablement will not be payable for more than 104 weeks in respect of the same incident.

4. Maximum Payment to Any Person Insured

No payment will be made under Items 1 to 5 of the table of benefits in the aggregate in excess of the capital sum stated in the schedule in respect of any one Person Insured arising from the same incident.

Part P – Legal Expenses

Section 1 – Special Definitions

Appointed Representative

The lawyer or other suitably qualified person who has been appointed to act for the Insured Person in accordance with the terms of this part.

Aspect Enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of your self-assessment tax return.

Costs and Expenses

1. Accountant's Costs

Reasonable costs and expenses necessarily incurred by the Appointed Representative.

2. Attendance Expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any court, tribunal, arbitration or disciplinary hearing or regulatory proceeding at the request of the Appointed Representative or while attending jury service. **We** will pay for each half or whole day that the court, tribunal, regulatory authority or the Insured Person's employer will not pay for.

The amount **we** will pay is based on the following:

- a) the time the Insured Person is off work including the time it takes to travel to and from the court, tribunal or hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours
- b) if the Insured Person works full time the wage or salary for each whole day equals 1/250th of the Insured Person's annual wage or salary
- c) if the Insured Person works part time the wage or salary will be a proportion of the Insured Person's weekly wage or salary.

3. Legal Costs

- a) Reasonable costs and expenses necessarily chargeable by the Appointed Representative on a standard basis; and
- b) costs incurred by opponents in civil cases if the Insured Person has been ordered to pay them or pays them with **our** consent.

Date of Occurrence

- a) For civil cases other than under section 6 Tax Protection the date of occurrence is when the cause of action first accrued
- b) for criminal cases the date of occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question
- c) for formal regulatory investigations and disciplinary hearings the date of occurrence is when the Insured Person first received formal notice of such investigation or disciplinary hearing
- d) in relation to claims under section 6 for:
 - i) Full Enquiries or Aspect Enquiries the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries

- ii) Tax Intervention Enquiries the date of occurrence is when HM Revenue & Customs first contacts you in relation to commencing an intervention enquiry into **your** business accounts
- iii) Employers Compliance and Value Added Tax disputes the date of occurrence is when HM Revenue & Customs sends an assessment or written decision to **you**
- e) for licence or registration appeals the date of occurrence is when **you** first became aware 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.

Full Enquiry

An extensive examination by HM Revenue & 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 tax return.

Incident

Loss under any section stated in the schedule as operative.

Insured Person

- a) **You** and any **director** or **employee**
- b) the estates, heirs, legal representatives or assigns of any person in a) above in the event of such person dying

Tax Intervention Enquiry

An examination by HM Revenue & Customs to measure the level of compliance in **your** financial accounting records to highlight areas where errors have or may occur.

Territorial Limits

- a) For sections 4 (excluding 4 2.c) and 5 B) – 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
- b) for proceedings under the Health and Safety at Work etc. Act 1974 – any place where the Act applies
- c) for any other Incident Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Section 2 – The Cover

In the event of an Incident **we** will indemnify the Insured Person:

- a) if an Appointed Representative is used in respect of Costs and Expenses incurred
- b) to appeal or defend an appeal as long as the Insured Person advises **us** within the time limits that they want to appeal
- c) for compensation, damages and settlements to which **we** have agreed.

Provided always that:

- i) the Incident arises from the **business**; and
- ii) the Date of Occurrence of the Incident happens during the period of insurance and within the Territorial Limits; and

iii) any legal or other proceedings or investigations will be dealt with by:

- 1) a court
- 2) an employment tribunal or employment appeal tribunal
- 3) an arbitration proceeding whereby parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court
- 4) the Commission for Racial Equality, Equal Opportunities Commission, Disability Rights Commission or Equality Commission for Northern Ireland
- 5) any other body which **we** agree to within the Territorial Limits; and

d) in civil claims it is always more likely than not that an Insured Person will recover damages or obtain any other legal remedy which **we** have agreed or make a successful defence.

For any Incident **we** will help in appealing or defending an appeal as long as the Insured Person tells **us** within the time limits that they want to appeal. Before **we** pay any Costs and Expenses for appeals **we** must agree that it is always more likely than not that the appeal will be successful.

Our liability for:

- a) all claims arising from one or more events arising from one original cause will in no case exceed the limit of indemnity stated in the schedule
- b) the total of all compensation awards, damages and settlements will not exceed in any one period of insurance £1,000,000.

Section 3 – Employment Disputes, Compensation Awards and Service Occupancy

A) Employment disputes

1. **We** will defend **your** legal rights:

a) following:

- i) any demand for monetary compensation by a prospective **employee**, **employee** or **ex-employee**
- ii) any request for reinstatement by an **employee** or **ex-employee**

b) in proceedings in respect of any dispute with:

- i) an **employee**, **ex-employee** or trade union acting on behalf of an **employee** or **ex-employee** which arises out of or relates to a contract of employment with **you**
- ii) an **employee**, prospective **employee** or **ex-employee** arising from an alleged breach of their:

- 1) statutory rights under employment legislation
- 2) civil rights in relation to their work or application to work as **your** employee

c) At **your** request **we** will defend the Insured Person's (other than **your**) legal rights if:

- i) an event arising from their work for **you** leads to civil action being taken against the Insured Person under legislation for unlawful discrimination on the grounds of race, sex, disability, age, religious belief or political opinion

- ii) civil action other than arbitration proceedings is taken against them as the trustee of a pension fund set up for the benefit of **employees**.

Exclusions to Section 3 A)

We will not provide indemnity in respect of or arising from or relating to:

- a) any employment dispute where the cause of action arises within the first 90 days of the indemnity provided under this section
- b) any dispute with an **employee** who was subject to a formal or informal written or oral warning within the 180 days immediately preceding the inception date of this section if the Date of Occurrence was within the first 180 days of the indemnity provided under this section
- c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided under this section
- d) damages for bodily injury or loss or damage to material property
- e) any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005
- f) from **your** failure to implement employment risk management requirements specified by **us**
- g) a parking offence
- h) a statutory licence.

B) Compensation Awards

We will pay:

- a) any basic and compensatory award
- b) an order for compensation including compensation for injury to feelings awarded by an Employment Tribunal following a breach of **your** statutory duties under employment legislation in respect of a claim which **we** have accepted under section 3 A) 1.

Provided always that:

- i) the compensation is awarded by a tribunal under a judgment made after full argument and otherwise by consent or default or is payable under settlement with **our** prior written consent
- ii) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy **you** have sought and followed **our** advice prior to serving notice of redundancy
- iii) in cases relating to performance or conduct **you** have throughout the employment dispute:
 - 1) followed the ACAS Code of Disciplinary Practice and Procedures in Employment prepared by the Advisory, Conciliation and Arbitration Service or the equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
 - 2) sought and followed advice from **our** legal advice service
- iv) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date **you** should have known about the legal dispute.

Exclusions to Section 3 B)

We will not provide indemnity in respect of or arising from or relating to:

- a) any compensation award relating to:
 - i) trade union activities including membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Councils
 - ii) health and safety related dismissals brought under Section 44 of the Employment Rights Act 1996
 - iii) civil claims against or statutory rights in relation to trustees of occupational pension schemes
 - iv) statutory rights in relation to Sunday shop and betting work
 - v) section 3 A) 1c)
- b) non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- c) any award ordered as the result of a breach of statutory rights in relation to the provision of relevant records to **employees** under the National Minimum Wage laws
- d) any compensation award, damages or increase in compensation award or damages ordered by a court or tribunal for failure to comply with a recommendation or order it has made including non-compliance with a reinstatement or re-engagement order.

C) Service Occupancy

We will negotiate for **your** legal rights against an **employee** or **ex-employee** to recover possession of premises owned by **you** or for which **you** are legally responsible.

Exclusion to Section 3 C)

We will not provide indemnity in respect of or arising from or relating to any claim for defending **your** legal rights other than defending a counter-claim.

Section 4 – Legal Defence

1. At **your** request **we** will defend the Insured Person's legal rights:
 - a) prior to the issue of proceedings when dealing with the police, Health & Safety Executive or Local Authority Health & Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence
 - b) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction
 - c) if civil action is taken against the Insured Person for compensation under Section 13 of the Data Protection Act 1998 and **we** will pay any compensation award made provided always that on the Date of Occurrence the Insured Person is registered with the Information Commissioner.
2. At **your** request **we** will represent the Insured Person:
 - a) at a formal investigation conducted by the Commission for Racial Equality, Equal Opportunities Commission, Disability Rights Commission or Equality Commission for Northern Ireland following a complaint by or against an Insured Person

- b) at a formal investigation or disciplinary hearing by any other relevant authority noted by endorsement to this part
 - c) in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **business**.
3. **We** will defend **your** legal rights in respect of civil action taken against **you** for wrongful arrest arising from an accusation of theft alleged to have been carried out during the period of insurance.
 4. **We** will represent **you** in appealing against the refusal of the Information Commissioner to register **your** application for registration.
 5. **We** will pay the Attendance Expenses of the Insured Person for jury service.

Exclusion to Section 4

We will not provide indemnity in respect of any claim:

- a) relating to a statutory licence
- b) arising from a parking offence.

Section 5 – Property Protection and Bodily Injury

A) Property Protection

We will negotiate for **your** legal rights in any civil action relating to material property which is owned by **you** or **your** responsibility following:

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

Exclusions to Section 5 A)

We will not provide indemnity in respect of or arising from or relating to:

- a) a contract entered into by **you**
- b) goods in transit or goods lent or hired out
- c) goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installation or use in work to be carried out by **you**
- d) mining subsidence
- e) defending **your** legal rights other than in defending a counter-claim
- f) a motor vehicle owned by, hired or leased to or used by an Insured Person other than damage to motor vehicles where **you** are engaged in the business of selling motor vehicles.

B) Bodily Injury

At your request we will negotiate for an Insured Person's or their family member's legal rights following an event which causes the death of or bodily injury to them.

Exclusions to Section 5 B)

We will not provide indemnity in respect of or arising from or relating to:

- a) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- b) defending an Insured Person's or their family member's legal rights other than in defending a counter-claim
- c) a motor vehicle owned by, hired or leased to or used by an Insured Person or their family member.

Section 6 – Tax Protection

A) Full or Aspect Enquiries

We will negotiate on your behalf and represent you in any appeal proceedings in respect of a Full Enquiry or Aspect Enquiry.

B) Tax Intervention Enquiries

We will negotiate on your behalf and represent you in any dealings with HM Revenue & Customs in respect of a Tax Intervention Enquiry.

C) Employer's Compliance

We will negotiate on your behalf and represent you in any appeal proceedings in respect of a dispute concerning your compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

D) VAT Disputes

We will negotiate on your behalf and represent you in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided always that:

- a) for any Incident you have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
- b) we will not pay more than £2,000 for Aspect Enquiries or Tax Intervention Enquiries.

Exclusions to Section 6

We will not provide indemnity in respect of or arising from or relating to:

- a) the first £200 of Costs and Expenses in each and every claim for Aspect Enquiries and Tax Intervention Enquiries
- b) any Incident caused by your failure to register for Value Added Tax
- c) any Incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office

- d) any Incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences
- e) any Incident arising from a tax avoidance scheme.

Section 7 – Contract Disputes

We will negotiate for **your** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services provided always that:

- a) the amount in dispute exceeds £250
- b) if the amount in dispute exceeds £5,000 **you** will be responsible for the first £500 of Legal Costs in each and every claim
- c) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250
- d) if the dispute relates to money owed to **you** a claim under this section is made within 90 days of the money becoming payable.

Exclusions to Section 7

We will not provide indemnity in respect of or arising from or relating to:

- a) any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the Date of Occurrence is within the first 90 days of the indemnity provided by this section
- b) any claim relating to:
 - i) the settlement payable under an insurance policy
 - ii) 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
 - iii) a loan, mortgage, pension, investment or borrowing
 - iv) any motor vehicle owned by or 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
- c) a dispute with an **employee** or ex-**employee** which arises out of or relates to a contract of employment with **you**
- d) a dispute which arises out of the:
 - i) sale or provision of computer hardware, software, systems or services
 - ii) the purchase or hire of computer hardware, software, systems or services; tailored by a supplier to **your** own specification
- e) a dispute arising from a breach or alleged breach of professional duty by an Insured Person
- f) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

Section 8 – Debt Recovery

We will negotiate for **your** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services provided always that:

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

Exclusions to Section 8

We will not provide indemnity in respect of or arising from or relating to:

- a) any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section
- b) the recovery of money and interest due from another party where the other party intimates that a defence exists
- c) any claim relating to:
 - i) any settlement payable under an insurance policy
 - ii) any lease, licence or tenancy of land or buildings
 - iii) any motor vehicle owned by, or 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
- d) any dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services.

Section 9 – 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 a licensing or regulatory authority suspending or altering the terms of, refusing to renew or cancelling **your** licence, statutory registration or British Standard Certificate of Registration.

Exclusions to Section 9

We will not provide indemnity in respect of or arising from or relating to:

- a) an original application or application for renewal of a statutory licence, statutory registration or British Standard Certificate of Registration
- b) any licence appeal relating to the ownership, driving or use of a motor vehicle.

Section 10 – Exclusions

1. **We** will not provide indemnity in respect of or arising from or relating to:

- a) any claim reported to **us** more than 180 days after the Insured Person should have known about the Incident
- b) any Costs and Expenses incurred before the written acceptance of a claim by **us**

- c) fines, penalties or exemplary or punitive damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards covered under sections 3 B) and 4 1c)
- d) attendance at any employee disciplinary or grievance hearing as required under **your** human resources rules
- e) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
- f) any claim relating to franchise rights or agency rights where **you** have the legal capacity to alter the legal relations of another
- g) any Incident deliberately or intentionally caused by the Insured Person
- h) a dispute with **us** not otherwise dealt with under condition 3
- i) any claim relating to a share holding or partnership share of **yours** unless such share holding was acquired under a scheme open to any **employees** or a substantial number of them of a certain minimum grade other than **your** directors or partners
- j) judicial review
- k) any claim where the Insured Person brings legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order
- l) **we** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this part did not exist
- m) any claim directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- n) any Incident directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
 - i) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
 - ii) any **data processing system** responding to or dealing in any way with:
 - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is **your** property or not whether occurring before, during or after the year 2000
- o) any legal action the Insured Person takes which **we** or the Appointed Representative have not agreed to or where the Insured Person does anything that hinders **us** or the Appointed Representative.

2. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this part is not enforceable by any third party.
3. When either at the commencement of or during the course of a claim **you** are bankrupt or have filed a bankruptcy petition or winding-up petition or have made an arrangement with **your** creditors or have entered into a deed or arrangement or are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver or administrator except for section 3.

Section 11 – Conditions

1. Acts of Parliament

All Acts of Parliament within this part will include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

2. Alteration in Risk

You must notify **us** immediately of any alteration which may materially affect **our** assessment of the risk.

3. Arbitration

If **we** and the Insured Person disagree about the choice of Appointed Representative or about the handling of a claim **we** and the Insured Person can choose another suitably qualified person to decide the matter. **We** and the Insured Person must both agree to this in writing. If **we** cannot agree with the Insured Person about the choice of the second suitably qualified person **we** will ask the president of a relevant national law society to choose a suitably qualified person. If the Insured Person loses the disagreement they will have to pay the costs of settling it. If **we** lose the disagreement **we** will pay the costs of settling it.

4. Claims Procedures

a) Insured Person's Responsibilities

On the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim an Insured Person must:

- i) send everything **we** ask for in writing
- ii) give **us** full details of any claim as soon as possible and give any further information **we** request
- iii) tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent
- iv) if **we** ask tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited
- v) take every step to recover Costs and Expenses that **we** have to pay and must pay **us** any Costs and Expenses that are recovered
- vi) co-operate fully with **us** and the Appointed Representative and must keep **us** up to date with the progress of the claim
- vii) give the Appointed Representative any instructions that are required by **us**.

b) Our Rights

We:

- i) in civil cases can take over and conduct in the name of an Insured Person any claim, proceeding or investigation at any time and can negotiate any claim on behalf of an Insured Person
- ii) will choose the Appointed Representative to represent an Insured Person in any proceedings where **we** may become liable to pay a compensation award. In any other case if **we** agree to start legal proceedings and it becomes mandatory for an Insured Person to be represented by a lawyer or if there is a conflict of interest an Insured Person can choose an Appointed Representative by sending **us** the suitably qualified person's name and address.

We may choose not to accept the choice of representative but only in exceptional circumstances. If there is a disagreement over the choice of Appointed Representative another suitably qualified person can be appointed to decide the matter.

Before an Insured Person chooses a lawyer **we** can appoint an Appointed Representative

- iii) will appoint an Appointed Representative who will represent an Insured Person according to **our** standard terms of appointment which may include a 'no win no fee' agreement. The Appointed Representative must co-operate fully with **us** at all times
- iv) will have direct contact with the Appointed Representative
- v) may decide to pay the Insured Person a reasonable sum of money in respect of the amount of damages that is being claimed against them instead of starting or continuing legal proceedings
- vi) if an Insured Person does not accept a reasonable offer to settle a claim may refuse to pay any further Costs and Expenses
- vii) if an Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses an Appointed Representative without good reason will cancel this insurance at once unless **we** agree to appoint another Appointed Representative
- viii) if an Insured Person settles a claim or withdraws their claim without **our** consent or does not give suitable instructions to the Appointed Representative **we** will cancel this insurance at once and **we** will be entitled to re-claim any Costs and Expenses paid by **us**.

5. Long Term Undertaking

If the Employment Risk Management Service is provided under this part **you** have agreed to offer annually within the currency of this agreement the insurance under this part on the terms and conditions in force at the expiry of each period of insurance and to pay the premium annually in advance it being understood that **we** will be under no obligation to accept an offer made in accordance with this undertaking.

The above undertaking applies to any part, policy or policies which may be issued by **us** in substitution for this part or policy and the same discount will be incorporated in the premium on any substituted part or policy issued by **us**.

Payment of the first or renewal premium will be deemed acceptance by **you** of this condition.

6. Reasonable Precautions

The Insured Person must:

- a) take all reasonable steps to keep any amount **we** have to pay as low as possible
- b) try to prevent anything happening that may cause a claim.

Our Complaints Procedure

We will always try to give **you** a quality service. If **you** think that **we** have let **you** down **we** have internal complaint handling procedures. A copy of these is available on request.

Please address all complaints to our Chief Executive Officer at:

DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Our Chief Executive Officer will direct the complaint to the head of the relevant department.

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks or if **you** remain dissatisfied following receipt of **our** final response letter **you** can ask the FOS to formally review **your** case.

You must contact the FOS within six months of **our** final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect **your** legal rights.

The FOS can help with most complaints if **you** are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If **you** are unsure whether the FOS will look at **your** complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of **your** complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should **we** be unable to meet **our** obligations. Further information is available on www.fscs.org.uk or **you** may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect **your** legal rights.

Part Q – Trustee and Trust Fund Indemnity

Section 1 – Special Definitions

Costs and Expenses

Costs and expenses incurred with our written consent:

- a) in the investigation, defence, adjustment, settlement or appeal of any claim or criminal prosecution against any Insured Person
- b) for the representation of any Insured Person at any official examination, inquiry, investigation or other proceedings ordered or commissioned at the behest of a legally empowered official body to investigate the activities of the Insured Person.

Insured Person

Any person who is, was, or will be a director, trustee, committee member or member of your governing body or any of its subcommittees.

Loss

- a) Damages, judgments or settlements
- b) costs or expenses awarded to any claimant
- c) Costs and Expenses.

Maladministration

Any actual or alleged breach of duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, wrongful trading or any other wrongful acts or omissions committed or attempted by or allegedly committed or attempted by any Insured Person while acting in their capacity on behalf of you in connection with the business but not while acting for any entity other than you.

Pollution or Contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Subsidiary Company

Any company in which you:

- a) directly or indirectly hold more than 50% of the voting rights
- b) appoint a majority of the board of directors
- c) have the right to appoint a majority of the board of directors subject to a written agreement with other shareholders.

Section 2 – The Cover

We will :

- a) indemnify the Insured Person against Loss arising from claims first made against them jointly or severally and notified to us during the period of insurance by reason of Maladministration except to the extent that they are indemnified by you
- b) pay on your behalf Loss arising from claims first made and notified to us during the period of insurance against any Insured Person by reason of Maladministration but only where you are legally entitled or obligated to indemnify the Insured Person pursuant to the law or by virtue of any indemnity clause in any trust deed, constitution, rules or memorandum or articles of association

- c) indemnify **you** against Loss arising from claims first made against **you** and notified to **us** during the period of insurance brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission by any Insured Person or **employee** of **yours** or by any person providing voluntary assistance to **you** in connection with the **business**.

2.1 Extended Reporting Period

If **we** or **you** cancel or refuse to renew this part **you** will have the right upon payment of 50% of the latest annual premium to an extension of the expiring period of cover provided by this part in respect of claims made against any Insured Person during the 12 months after the effective date of such cancellation or refusal to renew provided always that this clause will only be operative:

- a) if written notice is given to **us** within 10 days of the effective date of cancellation or non-renewal of this part; and
- b) if the premium is paid within 30 days of such effective date; and
- c) where the claim arises from Maladministration prior to the date of cancellation or refusal to renew this part.

The offer by **us** of terms, conditions or limit of indemnity at the expiry of the period of insurance different from those of the expiring part will not constitute a refusal to renew.

2.2 Marital Estates

This part will cover Loss arising from or in consequence of any claim first made against the lawful spouse of any Insured Person during the period of insurance arising solely out of their capacity as the spouse of any Insured Person. The cover provided by this clause is limited to Loss arising from actions or proceedings for the enforcement of judgments or damages against an Insured Person which relate to the ownership of property including marital community property jointly held by the Insured Person and their spouse. **We** will not cover any claim arising out of any act or omission of the spouse.

2.3 Personal Representatives

In the event of the death, incapacity, insolvency or bankruptcy of any Insured Person **we** will in respect of liability incurred by the Insured Person indemnify their estate, heirs or personal representatives provided always that such estate, heirs or personal representatives will as though they were the Insured Person observe, fulfil and be subject to the terms and conditions of this part so far as they can apply.

2.4 Pollution Defence Costs

This part will cover defence costs up to the limit stated in the schedule incurred by any Insured Person as a result of any claim arising from Pollution or Contamination. This clause will not apply to any claim arising from Maladministration occurring prior to the inception date of the part. This limit will form part of and not be in addition to the limit of indemnity.

2.5 Representation Costs

This part will cover any reasonable and necessary fees, costs, charges and expenses incurred with **our** written consent in respect of the representation of any Insured Person at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate **your** affairs which does not qualify as a claim defined within this part.

2.6 Retired Insured Persons

In the event that **you** do not renew this part and only in respect of any Insured Person who retires prior to the date of non-renewal this part will continue in force for a period of six years from the date of non-renewal (the Run-Off Period) provided always that:

- a) the part will only apply to claims arising from Maladministration prior to the date of retirement of the Insured Person; and
- b) the Run-Off Period will run concurrently with any Extended Reporting Period; and
- c) no similar insurance is effected elsewhere.

Section 3 – Special Exclusions

This part does not cover:

1. Bodily Injury or Property Damage

bodily injury, sickness, disease, death or emotional stress or other impairment of health of any person or loss of or damage to or destruction of physical property or loss of its use or libel, slander, malicious or injurious falsehood or any form of invasion of privacy

2. Charity Commissioners

Maladministration which any Insured Person knew to be a breach of trust or a breach of duty or which was committed by any Insured Person in reckless disregard whether it was a breach of trust or a breach of duty or not.

3. Claim by you or an Insured Person

any claim made by or at the instigation of **you** or any Insured Person against **you** or any Insured Person but this exclusion will not apply in respect of any claim:

- a) which **you** are ordered to bring by any legally empowered official body
- b) brought in **your** name by any person who is not an Insured Person and who brings and maintains the claim without **your** or any Insured Person's solicitation, assistance or active participation
- c) brought by or at the instigation of any Insured Person if such claim results from a covered claim brought by any independent third party and the third party could have brought the claim directly against an Insured Person not named in the independent claim
- d) brought by any former Insured Person
- e) for defence costs incurred up to the limit stated in the schedule. This limit will form part of and will not be in addition to the limit of indemnity
- f) for breach of professional duty in the provision of advice, design or specification or other professional services provided by **you** to a party other than **yourselves**

4. Courts Jurisdiction

any claim made or brought outside the **territorial limits** other than in a court which is governed by and subject to the law of the United Kingdom

5. Employee Benefit

infringement of any obligation imposed by statute, regulation or common law concerning any profit sharing, health and welfare or other employee benefit programme, social benefit system or trust established or maintained for the purpose of providing benefits to **your** employees

6. Fraud

any intentionally dishonest or fraudulent act or omission or any wilful violation of any statute, regulation or law by any Insured Person if a judgment or other final decision establishes such an intentionally dishonest or fraudulent act or omission or wilful violation but this exclusion will not apply to Section 2c)

7. Intellectual Rights

infringement of copyright, patent, trade mark or service mark, passing off or plagiarism or any other breach of intellectual rights

8. Pensions

infringement of any obligation in respect of any pension plan, pension scheme or pension fund

9. Pollution or Contamination

Pollution or Contamination

10. Prior Circumstances

any circumstance prior to the period of insurance and which has been reported to any previous insurer or which **you** or the Insured Persons knew or ought reasonably to have known could give rise to a claim

11. Prior or Pending Litigation

litigation initiated prior to or pending at the Retroactive Date stated in the schedule or alleging or deriving from the same or essentially the same facts as alleged in such prior or pending litigation

12. Profit or Advantage

any Insured Person having gained in fact personal profit or advantage to which they had no legal entitlement

13. Professional Services

breach of professional duty in the provision of advice, design or specification or other professional services

14. Punitive Damages

- a) fines or penalties imposed by law
- b) punitive or exemplary damages.

Provided always that in respect of exclusions 6, 7 and 12 the Maladministration of any Insured Person will not be imputed to any other Insured Person for the purposes of determining the availability of cover under this part.

Section 4 – Special Provisions

1. Discharge of Liability

We may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with **our** written consent prior to the date of such payment.

2. Limit of Indemnity

The limit of indemnity stated in the schedule is **our** monetary limit and applies in the aggregate to all Losses in any one period of insurance.

Where **you** become liable to pay a sum in excess of the amount of indemnity available under this part **we** will pay only the proportion of any Costs and Expenses that the available amount of indemnity bears to **your** total liability.

Section 5 – Special Conditions

1. Acquisition, Merger or Take-over

In the event of the take-over or merger of **yourselves** by or with any other organisation the indemnity provided under this part will apply only to claims made by reason of Maladministration by any Insured Person or acts or omissions as provided for under section 2 c) committed prior to the date of such take-over or merger.

2. Advancement of Costs and Expenses

We will make payments of Costs and Expenses prior to the final disposition of any claim provided always that written consent to incur such Costs and Expenses is given by **us** such consent not to be unreasonably withheld and provided always that **you** are not entitled or obligated to advance Costs and Expenses to any Insured Person.

Where **you** are entitled or obligated to advance Costs and Expenses then **we** will be under no duty to do so but may at **our** sole discretion advance some or all of such Costs and Expenses as may be incurred by any Insured Person to such Insured Person prior to the final disposition of any claim.

Any advance payment of Costs and Expenses which have been made by **us** will be repaid to **us** by the person on whose behalf such advance payments have been made in the event and to the extent that it is established that such person has no entitlement to payment for Loss under this part.

3. Claim Procedures

a) Your Responsibilities

It is agreed that:

- i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim **you** will:
 - 1) as soon as reasonably possible give notice to **us**; and
 - 2) as soon as reasonably possible forward to **us** any letter, claim, writ or summons issued against **you**; and
 - 3) take all reasonable steps to defend any claim; and

- 4) at **you** own expense and as soon as reasonably possible supply full details of the claim in writing to **us** together with any evidence and information that may be reasonably required by **us** for the purpose of investigating or verifying the claim
- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without **our** written consent.
- iii) in the event of a claim under Section 2 c) **you** will take all reasonable action to sue for and obtain reimbursement from such person concerned in such claim or from the estate or personal representatives of such person. Any amount which but for such fraud dishonesty or malice would be due to such person held by **you** will be deducted from any amount payable under this part
- iv) any Insured Person against whom a claim is made will take all reasonable steps to defend such claim provided always that no Insured Person will be required to contest any legal proceedings which may be brought against him or her unless a suitable legal advisor mutually agreed upon by the Insured Person and **us** advises at that time that the claim should be contested in which event the Insured Person will provide all such assistance to those persons representing him or her in the course of the legal proceedings or as may reasonably be necessary to contest such proceedings.

b) Our Rights

We will:

- i) have no duty to defend any claim made against any Insured Person but will be entitled to take over the defence or settlement including the appointment of legal counsel of any claim made against **you** or any person entitled to indemnity under this part and **you** will give all assistance as may be reasonably required by **us**; and
- ii) be entitled to take the benefit of any rights of **yours** against any other party before or after **you** have received indemnification under this part and **you** will give all assistance as may be reasonably required by **us**; and
- iii) treat any circumstances which might give rise to a claim notified during the period of insurance which subsequently gives rise to a claim after the expiry date as a claim first made during the period of insurance.

4. Fair Allocation

In the event that a claim is made against both **you** and any Insured Person **we** and **you** will use all reasonable endeavours to determine a fair allocation of Costs and Expenses paid to any claimant between **you** and any Insured Person.

5. Liquidation, Termination or Dissolution

In the event of liquidation, termination or dissolution of **you** or any Subsidiary Company this part will continue in force in respect of **you** or that company but only in respect of Maladministration prior to the liquidation, termination or dissolution.

If **you** are:

- a) a company voluntary liquidation will be treated as having occurred on the date upon which that company passes a resolution for voluntary liquidation. Compulsory liquidation will be treated as having occurred on the date upon which a petition for the compulsory liquidation of that company is presented to the relevant authorities
- b) a trust dissolution will be treated as having occurred on the date stated in the record of termination

- c) an unincorporated association dissolution will be treated as having occurred on the date upon which the members pass a formal resolution to dissolve the association or such date as determined by court order.

6. Presumption of Indemnification

You will be deemed to have indemnified any Insured Person in all circumstances where the law would require or permit such indemnity. If **you** fail or refuse to provide indemnification to the full extent permitted or required by law for any reason other than **you** having been judged insolvent by a court then notwithstanding any other terms or conditions of this part the **excess** applicable to any payment by **us** will be that stated in the schedule. **We** will be entitled to obtain reimbursement from **you** for all payments made under section 2 b) that would not have been necessary if **you** had provided indemnity in accordance with this section.

7. Representations

Any proposal will be construed as being a separate application for cover from each individual Insured Person. In respect of the declarations and statements contained in it no statement in any proposal or knowledge possessed by any Insured Person other than knowledge or information possessed by the Insured Person actually signing any proposal will be imputed to any other Insured Person for the purposes of determining the availability of cover under this part.

Part R – Professional Indemnity

Section 1 – Special Definitions

Costs and Expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages which may be the subject of indemnity under this part.

Pollution or Contamination

Pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Services

Services stated in the schedule.

Section 2 – The Cover

We will indemnify **you** in respect of all sums which **you** become legally liable to pay as damages arising out of the provision of the Services within the **territorial limits** that result in a claim being first made against **you** and notified to **us** during the period of insurance for any breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed by an **employee**.

In addition **we** will pay Costs and Expenses.

Costs and Expenses will not be subject to any **excess**.

2.1 Court Attendance Costs

We will also pay **you** the daily rates stated below if any of these people are required to attend court as a witness at **our** request:

- | | |
|------------------------|------|
| a) any director | £500 |
| b) any employee | £250 |

Our liability will not exceed £10,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

2.2 Extended Reporting Period

In the event that **you** elect not to renew or extend this part and do not effect any similar policy or scheme of self insurance in substitution then this insurance includes any claim made and notified to **us** within 30 days immediately following the expiry of this part but the cause of which occurred prior to the expiry of this period and is otherwise covered under this part

2.3 Indemnity to Other Persons including Personal Representatives

We will also indemnify under the terms of this part any current, former or retired **employee**.

Provided always that:

- a) **you** would have been entitled to indemnity had the claim been made against **you**; and
- b) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act; and

- c) any person claiming indemnity:
 - i) is not entitled to indemnity from any other source; and
 - ii) was at the time of the incident giving rise to the claim acting within the scope of their authority; and
 - iii) will be subject to the terms and conditions of this part in so far as they can apply; and
- d) we have the sole conduct and control of any claim.

2.4 Legal Representation Cover

We will also cover any reasonable costs and expenses necessarily incurred with our written consent for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate your affairs that are first instigated against you and notified to us during the period of insurance and which may otherwise be the subject of indemnity under this part.

Our liability will not exceed £10,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Section 3 – Special Exclusions

This part does not cover:

1. Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

2. Bodily Injury and Property Damage

liability for:

- a) death, bodily injury, disease or sickness sustained by any person
- b) loss of or damage to property

unless arising out of a breach of professional duty from the conduct of the Services due to any negligent act, error or omission committed or alleged to have been committed by you

3. Contractual Liability

liability arising from

- a) any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by you unless you would have been liable even if there had not been any such warranty, guarantee, contractual promise, indemnity, waiver or agreement
- b) any claim where your right to recovery from any third party has been restricted by the terms of any contract entered into by you

4. Courts Jurisdiction

any claim made or brought outside of the European Union

5. Defamation or Malicious Falsehood

liability arising from libel, slander, defamation, malicious falsehood or injurious falsehood

6. Directors and Officers Liability

liability arising out of the duties of any **director** or officer or any trustee of any pension fund or any other employee benefit scheme

7. Employment

- a) liability arising out of any bodily injury, sickness, disease or the death of any **employee**
- b) liability arising out of any obligation owed by **you** as an employer or potential employer to any **director** or **employee** or applicant for employment

8. Joint Ventures

liability arising out of **your** involvement in any joint venture, consortium or other profit sharing scheme

9. Liquidated or Punitive Damages or Fines

any amount in respect of:

- a) liquidated damages, penalties or fines which attach solely because of a contract or agreement
- b) punitive or exemplary damages

10. Medical Malpractice.

liability arising out of the provision of or failure to provide medical treatment of any kind

11. Pollution or Contamination

liability arising directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

12. Prior Circumstances and Claims

liability for any claim arising from any circumstance, fact, matter or occurrence that:

- a) **you** knew or that in **our** reasonable opinion **you** ought to have known prior to inception of this part which might give rise to a claim against **you**
- b) was notified by **you** under any other insurance policy prior to inception of this part
- c) was disclosed or in **our** reasonable opinion ought to have been disclosed on **your** latest proposal to **us**

13. Retroactive Date

liability for any claim arising from the Services provided by **you** prior to the retroactive date stated in the schedule

14. Terrorism

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

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this part the burden of proving that cover is provided under this part will be upon **you**

15. Virus or Similar Mechanism, Hacking or Denial of Service Attack

liability arising out of:

- a) program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to trojan horses, worms and logic bombs
- b) unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data
- c) any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Section 4 – Special Provisions

1. Contracts (Rights of Third Parties) Act 1999

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

2. Discharge of Liability

We may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with our written consent prior to the date of such payment.

3. Limit of Indemnity

The limit of indemnity stated in the schedule is our monetary limit and applies in the aggregate to all claims made in any one period of insurance.

Two or more claims arising out of a single negligent act, error or omission or a series of related negligent acts, errors or omissions consequent upon or attributable to one source or original cause will be treated as a single claim and will be subject to one limit of indemnity and excess. All such claims will be considered first made on the date on which the earliest claim is first made.

Where you become liable to pay a sum in excess of the amount of indemnity available under this part we will pay only the proportion of any Costs and Expenses that the available amount of indemnity bears to your total liability.

4. Queen's Counsel

You will not be required to contest any legal proceedings unless a Queen's Counsel or similar authority agreed upon by you and us advises that on the facts of the case concerned such claim could be contested with a reasonable prospect of success.

Section 5 – Special Conditions

1. Reasonable Care

You will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise claims being made against **you** arising out of the conduct of the services.

2. Sole Agent

It is agreed that:

- a) if more than one person, company or entity forms **you** the company or entity set out as **you** in the schedule will act for itself and be deemed to act as sole agent for every other company or entity forming part of **you** and all insured companies or entities are deemed to have consented and agreed that rights of action under this part are not assignable except with **our** prior written consent
- b) **you** have the sole right to file notice or proof of loss or make a claim, adjust, receive or enforce payment of any loss
- c) payment of any loss to **you** will fully release **us** in respect of such loss. If **we** agree to make payment to an insured other than **you** such payment will be deemed to have been made to **you**
- d) **you** have the sole right to bring legal proceedings arising under or in connection with this part
- e) knowledge possessed or discovery made by any person, company or entity forming part of **you** or by any **director**, officer, departmental head, senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other companies or other entities forming part of **you**.

Part S – Business Travel

Section 1 - Special Definitions

Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
 - i) representation at any coroner's inquest or fatal injury inquiry
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

Injury

Bodily injury, illness or disease (including death).

Journey

Journeys not exceeding 90 days in duration made in connection with the **business** commencing during the period of insurance:

- a) from the time of leaving the normal place of residence or **business** until return to that place
- b) in respect of loss of deposits under section 2 from the time of booking the journey.

Person Insured

Any **director** or **employee** and any member of their families accompanying them permanently residing within the **territorial limits**.

Section 2 – Cancellation and Other Expenses

The Cover

We will indemnify **you** and at **your** request any Person Insured in respect of the following expenses arising as a direct result of the cancellation, delay in commencement, curtailment (proportionately only) or extension of the Journey by any fortuitous event outside **your** or the Person Insured's control and which are not recoverable from any other source subject to the sum insured stated in the schedule in respect of each Person Insured:

- a) loss of deposits and charges for which **you** or any Person Insured are legally responsible
- b) additional travel and accommodation costs necessarily and reasonably incurred.

Provided always that in the event of cancellation or interruption of public transport services by riot, strike or civil commotion occurring at commencement or during the Journey **we** reserve the right to arrange alternative means of transport and route.

Any alternative transport by air must be approved by **us**.

2.1 Delayed Departure

In the event of delay in departure from or return to the **territorial limits** as the direct result of:

- a) strike, industrial action, adverse weather conditions or mechanical breakdown of the aircraft, sea vessel or cross channel train in which the Person Insured is booked

- b) Injury of a fellow passenger or crew member of the road vehicle in which the Person Insured is travelling

we will pay to the Person Insured in addition to any other claim under this section:

- i) £50 in respect of the first full 12 hours of delay; and
- ii) £25 for each subsequent full 12 hours of delay

subject to a maximum of £150 in respect of each Person Insured.

2.2 Travel Documents

If the Person Insured's passport, visa, driving licence, green card, travel tickets or other essential travel documents are lost after the commencement of the Journey we will pay in addition to any other claim the reasonable additional costs of travel and accommodation necessarily incurred to allow the Person Insured to replace them.

Provided always that:

- a) the maximum amount payable in respect of any one Person Insured will not exceed £500; and
- b) the loss of a passport will be reported to the consular representative of the issuing country as soon as reasonably possible.

Exclusions to Section 2

This section does not cover any expenses resulting directly or indirectly from:

1. Acts of Service Providers

act, error, omission, default or financial failure of any agent, firm or person undertaking to provide transport, accommodation or other services to the Person Insured

2. Government Regulations or Disinclination to Travel

government regulations, service with the armed forces, disinclination to travel or financial circumstances other than redundancy where notice of redundancy is received after the Journey has been arranged

3. Riot, Strike or Civil Commotion

riot, strike or other civil commotion existing or threatened prior to the time of booking the Journey.

Section 3 – Medical and Associated Expenses

The Cover

If during the Journey the Person Insured sustains accidental Injury we will reimburse up to the sum insured stated in the schedule reasonable expenses necessarily incurred as a direct result of such Injury for:

- a) medical, surgical, dental or other remedial treatment and hospital, nursing home and ambulance services incurred outside the **territorial limits**
- b) additional accommodation or travel arrangements for the Person Insured or any 2 relatives or friends travelling to or remaining with the Person Insured

- c) burial or cremation at the place of death other than within the **territorial limits** including expenses incurred by parents or other near relative for return travel and board and lodging in attending the burial or cremation. Alternatively **we** will pay transportation costs incurred for the conveyance of the deceased to enable burial or cremation within the **territorial limits**.

Where any Person Insured is detained in hospital abroad and a valid claim arises under this section **we** will pay the sum of £25 for each full 24 hours the Person Insured is so detained subject to a maximum of £2,500.

Exclusion to Section 3

This section does not cover:

1. Dental or Optical Expenses

dental or optical expenses unless required in consequence of accidental bodily injury but this exclusion will not apply to dental expenses incurred for the relief of pain.

Section 4 – Personal Accident

The Cover

We will pay to the Person Insured or their legal representatives the benefits stated below as compensation if any Person Insured during the Journey sustains bodily injury by violent, accidental, external and visible means which solely and independently of any other cause within 24 months from the date of bodily injury results in:

Table of Benefits

1.	a) death of a Person Insured aged 16 years and over	capital sum
	b) death of a Person Insured aged under 16 years	£7,500
2.	total loss of use of or total loss by physical severance of one or more hands or feet or total loss of sight in one or both eyes	capital sum
3.	permanent total and absolute disablement other than in 2 above from engaging in or giving attention to any profession or occupation	capital sum
4.	temporary total disablement from engaging in or giving attention to any profession or occupation for a period not exceeding 104 weeks from the date of disablement:	
	a) Persons Insured aged 16 years and over	weekly benefit
	b) Persons Insured aged under 16 years	£10 per week
5.	temporary partial disablement to a substantial extent from engaging in or giving attention to any profession or occupation for a period not exceeding 104 weeks from the date of disablement:	
	a) Persons Insured aged 16 years and over	50% of weekly benefit
	b) Persons Insured aged under 16 years	£5 per week

The capital sum and weekly benefit are stated in the schedule.

Provisions to Section 4

1. Maximum Payment

We will not be liable to pay more than the capital sum in respect of all bodily injury sustained during any one Journey by one Person Insured.

2. Payment of Benefit 3

If after expiry of 52 weeks of consecutive disablement the Person Insured is still totally disabled from engaging in or giving attention to any profession or occupation but the medical evidence is such that it cannot be said that disablement is permanent and total then payments will be made for as long as total disablement continues for a period not exceeding 10 years. Payments will be at an annual rate of 10% of the capital sum and will be made by half yearly instalments in arrears. The first payment will be made 18 months after commencement of disablement in respect of the first 18 months of disablement.

3. Payment of Benefits 4 and 5

Unless otherwise agreed by us compensation under benefits 4 and 5 will not become payable until the total amount due has been ascertained.

Section 5 – Baggage and Money

The Cover

We will indemnify you and at your request any Person Insured in respect of damage to money and personal baggage, personal clothing and other personal effects taken, worn or carried on the Journey or such personal baggage, personal clothing and other personal effects sent in advance up to the sums insured stated in the schedule in respect of each Person Insured.

In addition in the event of the baggage of any Person Insured not arriving at the outward destination within 8 hours of the Person Insured's arrival due to circumstances outside the control of the Person Insured we will reimburse the cost of purchase of essential items of clothing or toiletry up to £500.

Exclusions to Section 5

This section does not cover:

1. Confiscation or Detention

damage occasioned by or in consequence of confiscation or detention by customs or other authorities

2. Cracking and Scratching and Breakage of Sports Gear in Use

cracking, scratching or breakage of sports gear while in use or of china, glass, earthenware and the like

3. Depreciation, Wear and Tear or Vermin

damage caused by or consisting of depreciation, wear and tear, vermin or insects

4. Excess

the first £25 of any claim for any Person Insured

5. Loss not Reported to Police or Carriers

loss not reported to the:

- a) police
- b) carriers when loss occurs in transit

within 48 hours of discovery

6. Money Shortages and Depreciation

in respect of **money** any shortages due to error or omission or losses on exchange or due to depreciation in value

7. Theft from Unattended Motor Vehicles

theft from an unattended motor vehicle unless:

- a) the property insured is concealed from view in a glove compartment or locked luggage compartment; and
- b) all doors are locked; and
- c) all windows and the roof are closed and fastened; and
- d) all security devices are put in full and effective operation; and
- e) all keys or any other removable ignition device of the vehicle are removed.

Section 6 – Personal Liability

The Cover

We will at **your** request indemnify the Person Insured or in the event of their death their personal representatives in respect of all sums which the Person Insured may become legally liable to pay as damages in their private capacity in respect of:

- a) Injury to any person other than a person in the service of the Person Insured or any member of the family or household of the Person Insured
- b) accidental **damage** to **property** not belonging to nor held in trust by or in the custody or control of the Person Insured or any servant or member of the family or household of the Person Insured
- c) accidental **damage** to temporary accommodation rented in connection with the Journey not belonging to the Person Insured or any servant or member of the family or household of the Person Insured

occurring during the Journey.

The limit of indemnity stated in the schedule is our monetary limit and applies to any claim or series of claims arising from any one cause.

In addition to the limit of indemnity we will pay Costs and Expenses.

Exclusions to Section 6

This section does not cover:

1. Contractual Liability

liability which attaches solely because of a contract or agreement

2. Excluded Activities

Injury or **damage** arising from:

- a) ownership or use of aircraft, mechanically propelled vehicles other than golf buggies, waterborne craft, animals other than horses, domestic dogs or cats or firearms other than sporting guns
- b) the occupation or ownership of any land or building
- c) racing or the pursuit or exercise of any trade or profession.

Section 7 – Special Exclusions

This part does not cover any claim:

1. Claims for those over 75

in respect of any Person Insured aged 75 years or over who has not provided satisfactory medical evidence of fitness to travel to **us** before undertaking the Journey

2. Excluded Activities

caused by the Person Insured engaging in any form of winter sports, rock climbing or mountaineering ordinarily necessitating the use of picks, ropes or guides, pot-holing, caving, parachuting, parasailing, paragliding, hang-gliding, bungee jumping, scuba and skin diving, white water rafting, racing except on foot, professional or organised sports or air travel other than as a passenger in a licensed passenger carrying aircraft

3. Excluded Causes

caused by the Person Insured being intoxicated or using illegal drugs, contracting a sexually transmitted disease, committing or attempting suicide or deliberately self-harming, participating in civil commotion or riot or deliberately exposing themselves to unnecessary danger except in an attempt to save human life

4. Foreseeable Costs

of a nature which could reasonably have been foreseen by **you** or the Person Insured from circumstances known or details available at the time of booking the Journey or before the Journey is commenced

5. HIV or AIDS

in respect of Injury, loss, expense or other liability attributable to Human Immunodeficiency Virus (HIV) or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variations thereof howsoever caused

6. Manual Work

resulting from manual work of any kind engaged in during the Journey

7. Pre-existing Conditions and Travelling Against Medical Advice

- a) except under section 4 arising out of a medical condition which the Person Insured knew about at the time the Journey was booked or began unless the condition is normally stable, under control and has been without the need for in-patient or emergency medical care in the preceding 12 months
- b) arising out of travel arrangements made or undertaken against the advice of any medical practitioner

8. Terrorism

directly or indirectly arising out of, contributed to by or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon

9. Travel to Disturbed Areas

resulting from a Journey to countries and specific areas in countries where at the time of booking or departure the Foreign and Commonwealth Office are advising against all travel or all non-essential travel but this exclusion will not apply to loss of deposits and charges covered under section 2 where the Foreign and Commonwealth Office publishes such advice after the time of booking the Journey.

Section 8 – Special Conditions

1. Aggregate Benefits for Sections 3 and 4

In respect of sections 3 and 4 if the aggregate amount of benefit payable in respect of any one incident exceeds the amount stated in the schedule the benefit payable for each Person Insured will be proportionally reduced until the total is equal to the amount stated in the schedule.

2. Claims Procedure

In the case of Injury **our** medical representative will be allowed to visit and examine the Person Insured at all reasonable times and if such visit or examination is not permitted this part will be void in respect of that Injury.

3. Notification to us of Potential Travelling Problems

If at the time the arrangements for the Journey are made any Person Insured is aware of any circumstances likely to result in the Journey being delayed, cancelled or curtailed such circumstances must be declared to **us** immediately.

4. Participation in Certain Activities

If it has been agreed with **us** that cover will operate in respect of any activity stated in special exclusion 2 it is a condition precedent to **our** liability that the person in charge has reached a reasonable standard of proficiency in the activity in which the Person Insured is participating.

5. Person Insured's Responsibilities

The Person Insured will:

- a) take all reasonable steps to prevent accident, loss, **damage**, Injury or expense and to recover **property** lost or stolen; and
- b) give immediate notice in writing to **us** of any event likely to give rise to a claim under this part and supply such further information and proofs in writing as **we** may reasonably require; and
- c) allow **us** at any time to take over and conduct in the name of the Person Insured the defence or settlement of any claim or to prosecute in the name of the Person Insured for **our** benefit any claim for indemnity or damages or otherwise against any third party.

6. Use of Waterborne Craft

Where canoeing or sailing of any kind including the use of powered vessels is being undertaken it is a condition precedent to **our** liability that:

- a) the person in charge has achieved a reasonable standard of sailing and navigational competence; and
- b) for yachting and canoeing life jackets or buoyancy aids are worn by the Person Insured participating and for other sailing except in rowing boats life saving equipment is carried in the vessel.

7. Your Obligations

You will furnish such information as **we** may require and render all possible assistance in connection with any claim under this part. **You** will supply such evidence of Injury and the cause of such Injury including a report of a qualified medical practitioner as **we** may reasonably require and all certificates, information and evidence required will be supplied at **your** expense.

Helpline Services

We provide these services 24 hours a day seven days a week during the period of insurance. To help us check and improve our service standards we record all calls except those to the Counselling Service.

Eurolaw Commercial Legal Advice

We will give you confidential legal advice over the telephone or by email on any commercial legal problem affecting your business under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

If emailing contact us at advice@das.co.uk stating the country which your queries relate to and your policy number. We will reply between 9am and 5pm Monday to Friday.

Tax Advice

We will give you and your directors and partners confidential advice over the telephone on any tax matters affecting your business under the laws of the United Kingdom.

Business Assistance

In the event of an unforeseen emergency affecting your business premises which causes damage or potential danger, we will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility.

To contact the above services telephone us on 0117 934 2111 or 0117 976 2030.

Health and Medical Information Service

We will give an Insured Person information over the telephone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness.

To contact the above service telephone us on 0117 934 2121.

Counselling

We will provide you and your directors or employees including any members of their immediate family who permanently live with them with a confidential counselling service over the telephone including where appropriate onward referral to relevant voluntary or professional services.

To contact the counselling helpline, telephone us on 0117 934 2121. These calls are not recorded.

We will not accept responsibility if the Helpline Services fail for reasons beyond our control. Please do not telephone us to report a general insurance claim.

DASbusinesslaw

At www.dasbusinesslaw.co.uk you will find a wide range of letters, articles and reference information as well as interactive document builders designed to help you run your business.

The service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead.

Our Complaints Procedure

We value the opportunity to investigate any concerns **you** may have about any aspect of **our** service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with **your** usual contact as they will generally be able to provide **you** with an immediate response to **your** satisfaction.

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

If **we** cannot resolve **your** complaint straight away **we** will aim to resolve **your** concerns as soon as possible and **we** will keep **you** informed of progress while **our** enquiries are continuing.

The majority of complaints **we** receive are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to **our** customers and seek to do what is right however sometimes **we** may not be able to reach an agreement with **you**. If this is the case and **you** remain dissatisfied once **you** have received **our** response to **your** complaint **we** will refer **your** complaint to **our** Customer Relations Team for a separate review.

The Customer Relations Team will contact **you** to let **you** know they have received **your** complaint and when their review is complete they will provide **you** with a final response on **our** behalf.

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks or if **you** remain dissatisfied following receipt of **our** final response letter **you** can ask the FOS to formally review **your** case.

You must contact the FOS within six months of **our** final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect **your** legal rights.

The FOS can help with most complaints if **you** are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If **you** are unsure whether the FOS will look at **your** complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of **your** complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect your legal rights.

