

## POLICY WORDING

PLEASE KEEP SAFE

Arranged by bowlers for bowlers



# Jack of Clubs – Bowling Clubs Policy

Thank **you** for choosing Covéa Insurance.

This is **your** policy. It sets out the details of **your** insurance contract with Covéa Insurance.

**Your** premium and the other terms of **your** policy have been calculated upon the information shown in the policy **schedule** and recorded in:

- any application for the insurance completed by **you** or on **your** behalf (proposal form, Statement of Fact or electronic application);
- any written information supplied by **you** supplementary to the application for the insurance
- any declaration in connection with the above.

Please read the policy and **schedule** carefully to ensure that the cover meets **your** requirements.

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

# Jack of Clubs – Bowling Clubs Policy

## Introduction

Each section of this policy, the **schedule** and any endorsements, together with this Introduction and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

- a) the **schedule**, and policy endorsements, or this Introduction and the Definitions, General Conditions and General Exclusions shall have the same meaning throughout the policy unless **we** state otherwise
- b) an individual section or any section endorsements shall only have the same meaning throughout such section or endorsement unless **we** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with bold text within the policy wording.

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, **we** will indemnify **you**, subject to the terms contained in or endorsed on the policy, in respect of **damage, bodily injury** or liability or pay other benefits which fall within the insured sections of this policy, provided that the **damage or bodily injury** or liability which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **period of insurance** and in connection with the **business**.

The **schedule** shows the sections of the policy that are insured.

### IMPORTANT

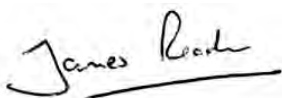
This policy is a legal contract.

**You** have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** policy may not be valid or the policy may not cover **you** fully or at all.

**You** must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance broker. If **you** do not tell **us** about relevant changes, **your** policy may not be valid or the policy may not cover **you** fully or at all.

**You** should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance broker.



James Reader  
Chief Executive Officer  
Covea Insurance plc  
Registered in England and Wales No. 613259  
Registered Office: Norman Place, Reading RG1 8DA.

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# Helplines

## DAS Helplines

**You** can contact DAS's UK based call centres 24 hours a day, seven days a week. However DAS may need to arrange to call **you** back depending on the enquiry. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of DAS Legal Expenses Insurance Company Limited.

**To help DAS check and improve service standards, all inbound and outbound calls (other than those to the Counselling Helpline) may be recorded.**

### Eurolaw Legal Advice Service

This will give **you** confidential legal advice over the 'phone 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.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

The legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer the matter to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

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

### Tax Advice Service

This will give **you** confidential advice over the 'phone on any tax matters affecting **your business**, under the laws of the United Kingdom. Tax advice is provided by tax advisors 9am - 5pm Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call **you** back.

**To contact the above services, 'phone 0117 934 0192 quoting your policy number.**

### Business Assistance

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

**To contact the above services, 'phone 0117 934 0192 quoting your policy number.**

### Counselling

This will provide all **your employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the 'phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, seven days a week.

**To contact the Counselling Helpline, 'phone 0330 134 8165. These calls are not recorded.**

**DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not 'phone these numbers to report a general insurance claim.**

### Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.das.co.uk](http://www.das.co.uk) and select Employment Manual. All the sections of this web-based policy document can be printed off for **your** own use. Contact DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with **your** email address, quoting **your** policy number and they will contact you by email to inform you of future updates to the information.

### DAS Business Law

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using smart document builders.

**You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts. The service also provides useful tools, articles 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.

To access DASbusinesslaw, **you** will need to visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and register using the voucher code DAS472301. Insert **your** policy number prefixed by "STER".

## Glass Breakage Helpline

A 24 hour Helpline operated by Glassolutions Installations by utilising their nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by **your** policy, the cost will be paid direct by **us**.

**To contact Glassolutions phone them on 0333 003 3388.**

# Customer Service Information

## Insurers under the policy

Covea Insurance plc is the insurer under this policy except under the Legal Expenses Section, where the insurer is DAS Legal Expenses Insurance Company Limited.

## Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

**Our** Financial Services Register number is 202277. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered Office: Norman Place, Reading, Berkshire RG1 8DA

## DAS Legal Expenses Insurance Company Limited

DAS Legal Expenses Insurance Company Limited is a private company limited by shares incorporated in England and Wales under registered number 103274. It underwrites legal expenses business.

DAS head and registered office is DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. It appears on the Financial Services Register under number 202106. You can check this on the Financial Services register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

## DAS Law Limited

DAS Law Limited is a private company limited by shares incorporated in England and Wales under registered number 5417859. It provides legal advice services on behalf of DAS.

DAS Law Limited head and registered office address is North Quay, Temple Back, Bristol BS1 6FL. It is authorised and regulated by the Solicitors Regulation Authority under registered number 423113.

## Warwick Davis (Insurance Consultants) Ltd

This policy is arranged for **you** by Warwick Davis (Insurance Consultants) Ltd.

Warwick Davis (Insurance Consultants) Ltd is a private company limited by shares incorporated in England and Wales under registered number 03137109.

Its Registered Office is 3 Shelley Rd, Worthing, West Sussex BN11 1TT. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 300412. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

## Accessibility

**We** are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner. Alternatively, if **you** have hearing or speech difficulties and have access to a text telephone **you** can call any of **our** numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

## Law applicable to the contract

**We** propose to choose English law as the law applicable to the contract unless **we** agree another choice of law with **you** prior to the start date.

# Customer Service Information

## Promise of satisfaction and service

**We** are confident that **your** Jack of Clubs – Bowling Clubs policy will bring **you** complete satisfaction.

If this policy does not meet **your** needs, **you** have the right to cancel it for a period of 14 days from the date **your** policy begins or from the date **you** receive this policy document if this happens later. If **you** cancel it in this period **you** will receive a full premium refund. If **you** have made a claim or an incident giving rise to a claim has occurred during this period, **you** must reimburse **us** for any claims payments **we** have made, or may be required to pay.

Please see the General Condition - Cancellation on page 18.

## Confidentiality

**We** promise complete confidentiality and security in all matters relating to **your** insurance arrangements.

## Financial Services Compensation Scheme

The insurers under this policy are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

## Notification of a claim

If **you** have a claim (other than under the Legal Expenses and Trustee Liability section), or are aware of an incident that could result in a claim, please contact Warwick Davis (Insurance Consultants) Ltd on 01903 238889 or Covea Insurance plc on 0330 134 8187.

To ensure **we** maintain a high quality service, **we** may monitor or record telephone calls.

From the moment **you** or **your** insurance broker call, **we** will take full responsibility for dealing with **your** claim. When **you** telephone please ensure **you** have **your** policy number and details of the claim to hand.

**We** will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact **you**
- give **you** advice on how **your** claim will be dealt with and any excess **you** may have to pay.

In most cases **you** will need to complete a claim form.

If **we** cannot settle immediately, **your** claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as **your** point of contact. **We** will give **you** regular progress reports and settle **your** claim as fairly and promptly as possible.

The claims procedure for Legal Expenses is set out within that section of the policy on page 61.

# Customer Service Information

## Enquiries or complaints

If **you** have an enquiry or complaint regarding:

- the suitability of this policy for **your** needs; or
- the information and advice **you** received whilst it was originally being discussed; or
- the operation or administration of the policy;

or an enquiry concerning a claim that **you** may have made **you** should contact **your** broker.

If **your** complaint relates to the cover under this policy or the way a claim is/has been handled (other than for Legal Expenses Trustees Liability cover) **you** should contact **us**:

The Customer Services Manager,  
Covea Insurance plc,  
50 Kings Hill Avenue,  
Kings Hill,  
West Malling,  
Kent  
ME19 4JX

or telephone **us** on 0330 134 8194

or email **us** at [information@coveainsurance.co.uk](mailto:information@coveainsurance.co.uk)

A copy of Covéa Insurance's complaints handling procedure is available on request.

Please be ready to provide all relevant details of **your** policy and in particular **your** policy number (if allocated) to help **your** enquiry or complaint to be dealt with speedily.

**You** may have the right to refer it to the

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR;

telephone numbers

0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone but charges may apply if **you** call from a mobile phone)

0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following this procedure will not affect **your** legal rights.

Nothing in the terms and conditions of this policy will reduce **your** statutory rights relating to faulty or mis-described goods or services. For further information about **your** statutory rights, **you** should contact **your** local authority Trading Standards Department or Citizen's Advice Bureau.

The complaints procedure for Legal Expenses and Trustees Liability is set out within that section of the policy as follows:

Legal Expenses Page 69

Trustee Liability Page 71



# Customer Service Information

## How we use your information

The personal information, provided by **you**, is collected by or on behalf of Covéa Insurance and may be used by us, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling and for research, or statistical purposes.

**We** may also share **your** information with reinsurers and regulators, as required by law. From time to time **we** may need to undertake some of the processing of **your** data in countries outside of the European Economic Area, and in such cases **we** will ensure that there is an agreement in place which gives equivalent assurances as found in the Data Protection Act 1998.

**We** will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you**. **We** will collect sensitive information when dealing with **your** policy; **we** will however only collect information that is relevant to **your** policy, its administration or claims handling.

**Your** personal information will be kept secure at all times.

### Fraud Prevention and Detection

In order to prevent or detect fraud **we** will check **your** details with various fraud prevention agencies, who may record a search.

Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers.

Other users of the fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating by contacting Covéa Insurance.

### Disclosure of Other People's Personal Information

**You** should show this notice to anyone whose personal information **you** provide to us. **You** must ensure that any such information **you** supply relating to anyone else is accurate and that **you** have obtained their consent to the use of their data for the purposes set out above.

### Your Rights

Under the Data Protection Act 1998 **you** have the right of access to the personal information held about **you** by us. **You** can exercise this right by contacting us. **We** will make a charge of **£10** for dealing with these requests. **You** have the right to request that **we** correct any inaccuracies in the personal information **we** hold about **you**. Please contact **your** broker or Covéa Insurance if **your** personal information needs updating.

### Consent

By providing **us** with information, **you** also provide **us** with **your** consent and that of any other person whose information **you** provide, to the personal information being used for the purposes set out above.

### How to Contact Us

If **you** would like some more detailed information on how **we** share **your** personal information, please visit [www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection).

If **you** have any concerns about **our** use of **your** information please write to  
Customer Relations, Covéa Insurance, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.  
Telephone: 0330 134 8194.

If **you** contact Covéa Insurance by telephone **your** call may be recorded for training and evidential purposes.

# Customer Service Information

## Employers Liability Tracing Office

Certain information relating to **your** insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy **you** will be deemed to specifically consent to the use of **your** insurance policy data in this way and for these purposes.

## Risk Management

Our experienced Risk Management Surveyors are available to visit your business to give you help and guidance on suitable security measures. They can also give you advice on practical steps to protect your premises from fire, extreme weather conditions and many other aspects including health and safety.

## Protect your business with ROBUST

ROBUST (Resilient Business Software Toolkit) is a tool that has been developed by industry experts and can help you to produce an effective Business Continuity Plan quickly and efficiently and manage incidents to recovery in a timely fashion. This service is available for download and continued use, absolutely free.

To obtain this free service or seek more information, go to <https://robust.riscauthority.co.uk>

# Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in bold in the policy unless stated otherwise.

<b>accident</b>	<p>direct physical loss caused by:</p> <ol style="list-style-type: none"><li>1. electrical or mechanical <b>breakdown</b> including rupture or bursting due to centrifugal force</li><li>2. artificially generated electrical current including electric arcing that disturbs electrical devices, appliances or wires</li><li>3. <b>explosion</b> or <b>collapse</b> of <b>covered equipment</b> operating under steam or other fluid pressure</li><li>4. <b>damage</b> to hot water boilers other water heating equipment oil or water storage tanks or other <b>covered equipment</b> operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment</li><li>5. <b>damage</b> caused by operator error that results in the overloading of <b>covered equipment</b></li></ol> <p>All <b>accidents</b> that are the result of the same event will be considered one <b>accident</b></p>
<b>act of terrorism</b>	<p>an act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and</p> <ul style="list-style-type: none"><li>• involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and</li><li>• is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and</li><li>• is committed for political, religious, ideological or other similar purposes</li></ul>
<b>additional costs</b>	<p>those costs beyond what would have been required had no <b>hazardous substance</b> been involved</p>
<b>any one claim</b>	<p>all acts of fraud or dishonesty during the <b>period of insurance</b> committed by any one <b>club official</b> or more than one <b>club official</b> acting in collusion</p>
<b>biogas or biomass installation</b>	<p>any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors</p>
<b>bodily injury</b>	<p>death, injury, illness, disease or shock – (not applicable to Legal Expenses section)</p>
<b>breakdown</b>	<ol style="list-style-type: none"><li>1. the actual breaking, failure, distortion, or burning out of any part of the <b>covered equipment</b> whilst in ordinary use arising from defects in the <b>covered equipment</b> causing its sudden stoppage and necessitating repair or replacement before it can resume work</li><li>2. fracturing of any part of the <b>covered equipment</b> by frost when such fracture renders the <b>covered equipment</b> inoperative</li><li>3. the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary</li></ol>
<b>building, buildings</b>	<p>the building or buildings stated in the <b>schedule</b> including</p> <ul style="list-style-type: none"><li>• outbuildings</li><li>• walls, gates and fences around the <b>building</b> and belonging to <b>you</b></li><li>• permanent fixtures and fittings including alarms systems</li><li>• car parks, driveways, paths, steps and roadways</li><li>• piping, ducting, cabling and control gear</li><li>• fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines</li><li>• sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines</li><li>• air conditioning and central heating systems</li><li>• foundations, extensions, annexes, gangways, conveniences, outbuildings and sub-stations</li><li>• underground services</li></ul> <p>on the <b>premises</b> or extending to the perimeter of the <b>premises</b> and for which <b>you</b> are legally responsible</p>

# Definitions

<b>business</b>	the business as stated in the <b>schedule</b> including the provision and management of catering, social, sports, educational and welfare facilities for the benefit of <b>employees</b> , first aid, medical, ambulance, fire and security services and maintenance of the <b>premises</b>
<b>business hours</b>	the period during which the <b>premises</b> are occupied by <b>you</b> or <b>your</b> authorised <b>employees</b> for the purposes of the <b>business</b>
<b>club official</b>	any person elected, authorised or appointed to manage the <b>business</b> and affairs of the club
<b>collapse</b>	the sudden and dangerous distortion (whether or not accompanied by rupture) of any part of the <b>covered equipment</b> caused by crushing, stress by force of steam or other fluid pressure (other than pressure of chemical action, ignited flue gases or ignition of the contents)
<b>computer equipment</b>	electronic computer or other data processing and storage equipment, including <b>media</b> and other items used in conjunction with such equipment and <b>portable computer equipment</b> .
<b>covered equipment</b>	<p>equipment at the <b>premises</b> owned by <b>you</b> or for which <b>you</b> are responsible</p> <ul style="list-style-type: none"><li>• which is built to operate under vacuum or pressure, other than the weight of its contents</li><li>• that generates, transmits, stores or converts energy</li><li>• comprising <b>computer equipment</b></li></ul> <p>It does not include</p> <ul style="list-style-type: none"><li>• any supporting structure foundation masonry brickwork or cabinet</li><li>• any insulating or refractory material</li><li>• any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery)</li><li>• cranes or equipment which is built to operate under vacuum or pressure included but not the actual vehicle)</li><li>• self propelled plant and equipment (other than fork lift trucks and pallet trucks used by <b>you</b> at <b>your premises</b>) dragline excavation or construction equipment</li><li>• equipment manufactured by <b>you</b> for sale</li><li>• safety or protective devices due to their functioning</li><li>• tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal</li><li>• any electronic equipment (other than <b>computer equipment</b>) used for research, diagnostic, treatment, experimental or other medical or scientific purposes with a new replacement value in excess of £30,000</li><li>• any <b>manufacturing production or process equipment</b> including linked <b>computer equipment</b></li><li>• any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw</li><li>• any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and <b>computer equipment</b> whilst in a private dwelling or private dwelling quarters (unless such equipment is owned by <b>you</b> or for which <b>you</b> are responsible)</li><li>• any <b>biomass or biogas installation</b></li><li>• any <b>hydroelectric installation</b></li></ul>
<b>damage</b>	loss, destruction or damage unless otherwise excluded
<b>declared value</b>	<p><b>your</b> assessment of the cost of reinstatement of the <b>buildings</b> arrived at in accordance with paragraph a) of Basis of claims settlement g) under the Property Damage section at the level of costs applying at the start of the <b>period of insurance</b> (ignoring inflationary provisions which may apply subsequently) together with an allowance for</p> <ol style="list-style-type: none"><li>a) the additional cost of reinstatement to comply with<ol style="list-style-type: none"><li>i) European Union Legislation</li><li>ii) Act of parliament</li><li>iii) Bye-Laws</li></ol></li><li>b) professional fees</li><li>c) debris removal cost</li></ol>

# Definitions

## 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 without limitation the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

## derangement

electrical or mechanical malfunction arising from a cause internal to the **computer equipment** unaccompanied by visible **damage** to or breaking of any parts of the equipment

## employee

in connection with **your business** any

- person under a contract of service or apprenticeship to **you**
- labour master or labour only sub contractor or person supplied by them
- self employed person providing labour only
- trainee or person undergoing work experience, training, study or exchange scheme
- person hired to or borrowed by **you**
- voluntary workers

## estimated gross profit receivable

the amount declared by **you** to **us** as representing not less than the **gross profit** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months

## estimated gross rent

the amount declared by **you** to **us** as representing not less than the **gross rent receivable** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months

## 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 **maximum indemnity period** exceeds twelve months

## Europe

the **United Kingdom**, the countries of the European Community and the Channel Islands

## excess

the amount for which **you** will be responsible and which will be deducted from each and every claim

## explosion

the sudden and violent rending of **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action, ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents

## financial loss

means a pecuniary loss cost or expense incurred other than by you or any of your directors, partners or employees as a result of work carried out by or on your behalf in connection with the business

## General Cover

any insurance provided by this policy (other than the Terrorism Section) in respect of property and/or business interruption in **Great Britain**

## Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands

## gross profit

the amount by which the sum of the **turnover** and the amount of the closing stock shall exceed the sum of the amount of the opening stock and the amount of the **specified working expenses**

# Definitions

<b>gross rent receivable</b>	the money paid or payable to <b>you</b> for accommodation and services provided (including service charges) at the premises
<b>gross revenue</b>	the money paid or payable to <b>you</b> for work done and services rendered in the course of the <b>business</b>
<b>hacking</b>	unauthorised access to any <b>computer equipment</b>
<b>hazardous substance</b>	any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency
<b>hydroelectric installations</b>	any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment
<b>indemnity period</b>	the period beginning with the date of <b>damage</b> and lasting for the period during which <b>your business</b> is affected as a result of the <b>damage</b> , but not longer than the <b>maximum indemnity period</b> shown in the <b>schedule</b>
<b>insured person</b>	any member or official of the insured Club aged 16 and over
<b>intruder alarm installation</b>	the component parts of the alarm including the means of communication used to transmit signals
<b>licence</b>	the licence granted by the relevant licensing authority for the retail sale of intoxicating liquor at the <b>premises</b> or such other license as may be defined in the <b>schedule</b>
<b>loss of limb</b>	total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb
<b>loss of sight</b>	total and irrecoverable loss of sight in one or both eyes
<b>manufacturing production or process equipment</b>	any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by <b>you</b> and any equipment which exclusively serves such machinery or apparatus
<b>maximum indemnity period</b>	the period stated in the <b>schedule</b> as the maximum indemnity period
<b>media</b>	all forms of electronic magnetic and optical tapes and discs for use in any <b>computer equipment</b>
<b>money</b>	current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers chequers, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the <b>business</b> and belonging to <b>you</b> or for which <b>you</b> are legally responsible

# Definitions

## non negotiable money

crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers, all pertaining to the **business** and belonging to **you** or for which **you** are legally responsible

## notifiable human infectious or contagious disease

Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough, Yellow fever. No other disease shall be added to the above list without **our** prior written consent.

## nuclear installation

any installation of such class and 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, or
- 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 radiations, or
- 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 course of the production or use of nuclear fuel

## nuclear reactor

any part (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

## operative sections

the sections which **you** have selected and for which cover is provided by this policy

## operative time

anytime or such other period of time as may be stated in the **schedule**

## outstanding debit balances

the individual amounts owed to **you** by **your** customers and shown as outstanding in **your** records, after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through **your** books during the period between the last record and the date of the **damage**

## overnight

between the hours of 21.00 and 06.00

## portable computer equipment

- laptops, palmtops and notebooks
- personal digital assistants
- projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other **portable computer equipment**
- removable satellite navigation systems
- digital cameras

## period of insurance

the period stated in the **schedule** as the period of insurance

## permanent total disablement

permanent inability to engage in any gainful employment, other than such inability caused by **loss of limb** or **loss of sight**

## phishing

access or attempted access to data or information by means of misrepresentation or deception

# Definitions

## personal effects

personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to **you** directors, partners, **employees**, customers and visitors

## pollutants

any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed)

## pollution or contamination

pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health

## premises

the **buildings** and the land inside the boundary of the risk address stated in the **schedule** occupied by **you** for the purpose of the **business**

## production or process equipment

any machine or apparatus which processes, forms, cuts, shapes, grinds or conveys raw materials, materials in process or finished product, including any equipment cabling, piping or ducting forming a part of the power supply or power distribution system (whether or not supplying other parts of the **premises**), driving or controlling mechanism for such machine or apparatus

## products

any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **you** in connection with the **business** and no longer in **your** possession or control

## property insured

**buildings, trade contents, stock and specified stock** or any other property, as specified in the **schedule**

## rate of gross profit

the rate of **gross profit** earned on the **turnover** during the financial year immediately before the date of the **damage**

## refrigeration unit

refrigerators, freezer units and chiller cabinets

## schedule

this provides details of **you**, the **period of insurance**, the **operative sections** of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording

## specified stock

stock of tobacco, cigarettes, cigars, wines, spirits, jewellery, watches, precious metals and stones and non-ferrous metals owned by **you** or for which **you** are legally responsible for the purposes of the **business**

## specified working expenses

the following expenses of the **business** which are considered to vary directly with the **turnover** and are therefore not included in the insurance:

- 100% of purchases of materials (less discounts received)
- 100% of carriage, packing and freight (other than **your** own)
- 100% of bad debts

## standard gross rent receivable

the **gross rent receivable** during that period in the twelve months immediately before the date of **damage** which corresponds with the **indemnity period**

## standard gross revenue

the **gross revenue** during that period in the twelve months immediately before the date of the **damage** which corresponds with the **indemnity period**



# Definitions

<b>standard turnover</b>	the <b>turnover</b> during that period in the twelve months immediately before the date of the <b>damage</b> which corresponds with the <b>indemnity period</b>
<b>stock</b>	stock and materials in trade including <ul style="list-style-type: none"><li>• raw materials</li><li>• work in progress</li><li>• finished goods</li><li>• goods in trust</li></ul> owned by <b>you</b> or for which <b>you</b> are legally responsible for the purposes of the <b>business</b> excluding <b>specified stock</b>
<b>temporary total disablement</b>	temporary and absolute inability to engage in usual occupation
<b>tenant's improvements</b>	improvements, alterations and decorations which have been undertaken to the <b>buildings</b> either by <b>you</b> or a previous occupier, as tenant and for which <b>you</b> are legally responsible as occupier and not as owner
<b>territorial limits</b>	<b>Great Britain</b> , Northern Ireland, the Isle of Man or the Channel Islands
<b>trade contents</b>	the following property used solely in connection with <b>your business</b> , belonging to <b>you</b> or for which <b>you</b> are legally responsible and kept at the <b>premises</b> <ul style="list-style-type: none"><li>• machinery, plant, trade and office furniture</li><li>• fixtures, fittings, blinds and signs</li><li>• all other contents including <b>personal effects</b>, curios and pictures</li><li>• <b>money</b> not exceeding £500</li></ul> not including motor <b>vehicles</b> , <b>computer equipment</b> , <b>stock</b> , <b>specified stock</b> , <b>tenant's improvements</b> and glass
<b>turnover</b>	the money paid or payable to <b>you</b> for products supplied and services rendered in the course of the <b>business</b>
<b>unattended vehicle</b>	any <b>vehicle</b> left without <b>you</b> , an <b>employee</b> of <b>yours</b> or a responsible adult authorised by <b>you</b> , in attendance
<b>United Kingdom</b>	England, Scotland, Wales and the Isle of Man
<b>unoccupied vehicle</b>	empty, vacant or no longer used for a period of more than thirty consecutive days any road vehicle including trailers and containers
<b>verified</b>	checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration
<b>virus or similar mechanism</b>	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 without limitation Trojan horses, worms and logic bombs
<b>we, us, our</b>	Covea Insurance plc unless otherwise stated
<b>working day of the driver</b>	the period in any day during which a <b>vehicle</b> is being used for purposes in connection with the <b>business</b>
<b>you, your, yours</b>	the person, persons or company named as the Insured in the <b>schedule</b> .

# General Conditions

## Applicable to all sections

### Cancellation

**You** may cancel this policy by giving written instructions to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, ME19 4JX.

**You** may cancel this policy within 14 days from the date it begins or from the date **you** receive the policy document and **schedule**, whichever is the latter, returning the policy document and **schedule** to **us** at the above address.

**You** will receive a refund for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule** but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**:

- a) will stop applying for **your** monthly premium
- b) may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay the premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

**We**, or any agent appointed by **us**, and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so. **We** will give **you** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter.

Valid reasons may include but are not limited to:

- a) not
  - i. paying a premium when it is due
  - ii. co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the policy or **our** ability to defend **our** interests
  - iii. taking all reasonable precautions to prevent or minimise **damage, bodily injury** or liability as required by General Condition of Reasonable Care of this policy  
and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** last known address.
- b) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

### Change in risk

**You** or **your** insurance broker must tell **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this policy, which materially affects the risk of **damage, bodily injury** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **business** or the **premises**.

When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the policy in accordance with General Condition of Cancellation.

This policy shall be avoided if:

- a) **your** interest ceases other than by death
- b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued  
at any time after the commencement of this insurance unless **we** have accepted the change.

Nothing contained in this policy shall give any right against **us** to any person other than **you** except to a transferee approved by **us**.

# General Conditions

## Applicable to all sections

### Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **property insured** has been lost outside the **premises**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all assistance, details and evidence **we** may reasonably require
- take all reasonable steps to mitigate the extent of any **damage**.

### Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the Insured in this policy will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy against **us**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

### Death of the Insured

In the event of **your** death **we** will, in respect of liability or loss incurred by **you**, indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall, as though they were **you**, observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

### Excess clause

Where stated in the **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy. If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

### Fair Presentation of the Risk

**You** must make a fair presentation of the risk when **you** first take out this policy and also whenever **you** renew it or ask **us** to change **your** cover.

If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact or disclosing material facts to **us** in a way which is not clear and accessible **we** may avoid this policy and refuse all claims where:

- a) such failure was deliberate or reckless; or
- b) **we** would not have entered into this policy on any terms had **you** made a fair presentation of the risk.

Should **we** avoid this policy **we**:

- a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred
- b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- c) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **you** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or renewed this policy, or agreed to make changes to **your** cover on different terms had **you** made a fair presentation of the risk, **we** may:

- i. proportionately reduce the amount payable in respect of a claim; and/or
- ii. treat the policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the policy had **you** made a fair presentation of the risk.

# General Conditions

## Applicable to all sections

### Fair Presentation of the Risk (continued)

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **your** cover, depending on when **you** failed to make a fair presentation of the risk.

Where **we** elect to proportionately reduce the amount payable in respect of a claim **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** made a fair presentation of the risk. For example, if the premium which **you** actually paid is 70% of the premium **we** would have charged, **we** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

### Fraud

For the purposes of this Condition the definition of '**you / your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on **your** behalf makes a claim which is in any way fraudulent **we**:

- a) will not pay the claim;
- b) may recover from **you** any sums already paid by **us** in respect of the claim; and
- c) may notify **you** that **we** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this policy as having been terminated, **you** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not named as the Insured in the **schedule**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- a) making a claim which is fraudulent, fictitious or known to be false
- b) intentionally exaggerating or inflating a claim
- c) supporting a claim with false or forged documents, information or statements
- d) wilfully causing **damage** or injury

### Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

### Other insurance

**We** will not pay for any **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same **damage**, legal liability or other event.

### Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

# General Conditions

## Applicable to all sections

### Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

- take all reasonable precautions to prevent **damage**, accident or **bodily injury**
- keep the **premises, buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use, inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

### Reinstatement of sum insured

**We** will in the event of **damage** under this policy, automatically reinstate the sum insured unless there is written notice by **us** to the contrary, provided that

- **you** undertake to pay the appropriate additional premium
- **you** immediately implement any recommendations **we** make to prevent further **damage** and effect all repair or replacement work without delay.

### Rights

**We** are entitled to enter any building where **damage** to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

### Security

It is a condition precedent to **our** liability for any claim resulting from fire, theft or malicious damage, that **you** must at all times ensure that

- security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended
- keys and all details of any codes or combinations relating to any part of the **intruder alarm installation** and any safe or strongroom are removed from the **premises** whenever the **premises** are closed for **business** or left unattended
- fire break doors and shutters in the **buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **business hours**
- alterations or additions to or changes in or removal of security devices are advised to **us** immediately in writing.

### Subjectivity

**We** will clearly state in the **schedule** if the cover provided by this policy is subject to **you**

- providing **us** with any additional information requested by a required date(s)
- completing any actions agreed between **you** and **us** by a required date(s)
- allowing **us** to complete any actions agreed between **you** and **us**.

If required by **us**, **you** must allow **us** access to the **premises** and/or the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s)) **we** may, at **our** option

- modify **your** premium
- issue a mid-term amendment to **your** policy or section terms and conditions
- require **you** to make alterations to the insured **premises** by the required date(s)
- exercise **our** right to cancel the policy
- leave the policy or section terms and conditions and the premium unaltered.

# General Conditions

## Applicable to all sections

### Subjectivity (continued)

**We** will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and/or any decision by **us** will take effect.

**Our** requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions **we** will consider **your** comments and where **we** consider appropriate will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction.

In the event that the matter cannot be resolved

- **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
- **we** may at **our** option exercise **our** right under the General Condition of Cancellation of this policy.

Except where stated, all other policy and section terms and conditions will continue to apply.

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.

### Subrogation

**We** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

### Terms Not Relevant to a Loss

If payment of a claim is conditional upon compliance with any term of this policy **we** will not pay for any claim where the term has not been complied with except where the term concerned:

- a) is operative only in connection with particular premises or locations;
- b) is operative only at particular times; or
- c) is intended to reduce the risk of particular types of **damage, bodily injury** or liability and where **you** can prove that non-compliance with the term could not have increased the risk of the **damage, bodily injury** or liability which occurred.

### Underinsurance

If at the time of any **damage**, the sum insured is less than the actual reinstatement cost of the **property insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **you** will be considered as being **your** own insurer for the difference and will bear a proportionate share of the loss.

# General Exclusions

## What you are not covered for:

### 1. Applicable to all Sections

We will not pay for **damage** to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

#### Radioactive Contamination

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

#### War Risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

#### Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

#### Confiscation

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority

#### Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any **electronic equipment**, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction. However, subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured

### 2. Applicable to all Sections other than Liability

We will not pay for **damage** to the **property insured** resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

#### Act of Terrorism

An **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**.

If **we** allege that by reason of this exclusion any **damage**, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

#### Pollution or Contamination

- a) to property caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- b) in addition, **we** will not pay for any loss under the Business Interruption Section of this policy resulting from **pollution or contamination** other than loss resulting from **damage** at the **premises** to property used by **you** for the purpose of the **business** caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

#### Process of Heat

To property undergoing any process involving the application of heat

# General Exclusions

## What you are not covered for:

### Theft by Principals

Caused by theft or attempted theft where **you** or any director, partner or **employee of yours** or any member of **your** family or household be concerned as principal or accessory

### Vacant Premises

Caused by theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware

- a) during any period when the **business** has ceased to trade whether the **premises** are unfurnished or otherwise
- b) whilst the **buildings** are insufficiently furnished for normal trading purposes or not lived in by any adult person with **your** permission

### Unexplained Losses

Caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information

### Gradually Operating Causes

Caused by wear, tear or any gradually operating cause

### Northern Ireland

Any **damage** or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **damage** or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons

## 3. Applicable to all Liability Sections other than Employers' Liability

**We** will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

### Pollution or Contamination

Any liability for

- a) **bodily injury** or financial loss of, damage to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**
- b) the cost of removing, nullifying or cleaning up **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

### Asbestos

- a) any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
- b) the cost of cleaning up, or removal of, or damage to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this policy)

## 4. Applicable to all Liability Sections

**We** will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss. **Sanctions Products**, services or benefits which are subject to sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America



# Property Damage Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

1. **Damage** occurring at or within 50 metres of the **premises** to the **property insured** described in the **schedule** occurring during the **period of insurance**.
2. **Capital additions**
  - a) Newly acquired and/or newly erected **trade contents** and **buildings** anywhere within the **territorial limits** in so far as such property is not otherwise insured
  - b) Alterations, additions and improvements to existing **trade contents** and **buildings** at the **premises** but excluding any appreciation in value of such property during the **period of insurance**Provided that
  - i) at any one location **our** liability shall not exceed the amount shown in the **schedule**
  - ii) **you** will notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property
  - iii) following such notification the provisions of this clause are fully reinstated.
3. **Debris removal costs**
  - a) The **property insured** extends to include costs and expenses necessarily incurred by **you** with **our** consent in
    - i) removing debris
    - ii) dismantling or demolishing
    - iii) shoring up or proppingof the portion or portions of the **property insured** which has been subject to **damage** but excluding any such costs or expenses incurred in respect of any item insuring **stock** or **specified stock**
  - b) Where **stock** or **specified stock** is insured the insurance by this section includes costs and expenses necessarily incurred by **you** with **our** consent in removing debris of the portion or portions of such insured property which has suffered **damage** but **our** liability in respect of **damage** to **stock** or **specified stock** shall not be increased above the respective sum insured by the operation of this extension.  
Provided that **we** will not be liable for any such costs or expenses
    - i) incurred in removing debris except from the site of the **property insured** which has suffered **damage** and from the area immediately adjacent to such site
    - ii) arising from **pollution or contamination** of property not insured by this section.
4. **Exhibitions**

**Damage** caused to **property insured** whilst within the premises of any trade show or exhibition within **Europe** at which **you** are participating as an exhibitor, including whilst in transit thereto and therefrom but excluding theft or attempted theft of the **property insured** from any **unattended vehicle**.

**Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
5. **Theft of fixed fabric of the building**

Theft of the fixed fabric of the **building**, including fixed external CCTV equipment and security lighting, where the **building** is shown as insured in the **schedule**.

**Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
6. **Protection equipment expenses**

The cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of **damage** but **our** liability will not exceed the amount shown in the **schedule** in respect of the **property insured**.
7. **Landscaping costs**

Costs and expenses incurred by **you** with **our** consent in repairing or reinstating **damage** to the landscaped gardens and grounds at the **premises**, caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **you** are legally responsible for the repair or reinstatement of such **damage**.

**Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
8. **Loss of metered gas and water**

The cost of loss of metered gas and metered water for which **you** are legally responsible arising from **damage** at the **premises**.

**Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.

# Property Damage Section

## What you are covered for:

### 9. Additional statutory costs

Within the item sum insured **we** will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **damage** to the **property insured**  
Provided that **we** will not be liable under this cover for any such costs or expenses

- a) incurred following **damage** to **stock** or **specified stock**
- b) in respect of **damage** occurring prior to the inception of this section
- c) in respect of property entirely undamaged
- d) where notice to comply has been served upon **you** prior to the occurrence of **damage**
- e) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**.

**Our** liability will not exceed the amount shown in the **schedule**.

### 10. Additional costs of construction – energy efficiency

Within the item sum insured **we** will pay for the additional costs of reinstatement following **damage** to the **buildings** arising solely from the necessity to comply with the application of the EC Directive on Energy Performance on Buildings 2002/91 (as enacted in applicable national law)

Provided that **we** will not be liable under this cover for any such costs or expenses

- a) in respect of **damage** occurring prior to the inception of this section
- b) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**
- c) in respect of property entirely undamaged.

**Our** liability will not exceed the amount shown in the **schedule**.

### 11. Temporary removal

The **property insured** (other than **stock** or **specified stock**) is covered whilst temporarily removed from the **premises** for cleaning renovation repair or similar purposes and in transit thereto and therefrom anywhere within the **territorial limits** provided that

- a) **our** liability under this cover shall not exceed the amount shown in the **schedule**
- b) this cover does not apply to property in so far as it is otherwise insured.

### 12. Temporary removal – documents and computer system records

**We** will pay for **damage** to the following whilst temporarily removed to premises not in **your** occupation but whilst remaining within the **territorial limits**:

- a) Deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to the amount shown in the **schedule**
- b) Computer system records up to the amount shown in the **schedule**.

### 13. Theft damage to the premises

**Damage** to the **buildings** at the **premises** not owned by **you** or insured by this policy resulting from theft or any attempt thereat provided that **you** are legally responsible for the repair of such **damage**.

**Our** liability will not exceed the amount shown in the **schedule**.

### 14. Theft of keys

The cost of replacing locks or keys to the **premises** or to any safe or strongroom therein resulting from loss of keys following their theft

- a) involving forcible or violent entry to the **premises** or the home of any authorised **employee**
- b) involving assault or violence or threat thereof whilst such keys are in the personal custody of **you** or any authorised **employee**.

**Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.

### 15. Tobacco and alcohol

**Damage** to tobacco, cigarettes, cigars, wines and spirits kept solely for entertainment purposes being **your** property or for which **you** are legally responsible.

**Our** liability will not exceed the amount shown in the **schedule**.

### 16. Trace and access

In the event of **damage** at the **premises** resulting from the escape of water or oil from any fixed installation, **we** will pay for costs necessarily and reasonably incurred in

- a) locating the source of **damage** in order to effect repairs
- b) making good.

**Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.

# Property Damage Section

## What you are covered for:

### 17. Glass

**Damage** to fixed glass, lamps, signs and name plates at the **premises** not owned by **you** or insured by this policy including necessarily incurred additional costs involved in

- a) boarding up or temporary glazing pending replacement of broken glass
- b) removing and refixing window fittings and other obstacles to replacement

Provided that **you** are legally responsible for the repair of such **damage**.

**Our** liability will not exceed the amount shown in the **schedule**.

### 18. Unauthorised use of electricity, gas and water

The cost of loss of metered electricity, gas and water for which **you** are legally responsible arising from unauthorised use by persons taking possession of, keeping possession of or occupying the **premises** without **your** written consent provided that

- a) **you** shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b) **you** have advised **us** of such unauthorised use immediately on becoming aware of it
- c) **you** have complied with General Condition 'Change in Risk'

**Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.

### 19. Trade samples

**Damage** caused to trade samples whilst anywhere in **Europe** including while in transit thereto and therefrom but excluding theft or attempted theft from any **unattended vehicle**.

**Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.

### 20. Drains, sewers and gutters

The **property insured** extends to include costs and expenses necessarily incurred by **you** with **our** consent for cleaning and/or clearing of drains, sewers and gutters in consequence of **damage** to the **property insured**.

Provided that **we** will not be liable for any such costs or expenses

- a) incurred in removing debris except from the site of the **property insured** which has suffered **damage** and from the area immediately adjacent to such site
- b) arising from **pollution or contamination** or property not insured by this section.

### 21. Fire brigade charges

**We** will pay **you** the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.

### 22. Further investigation costs

Where **you** have suffered **damage** to any **building** and in the opinion of a competent construction professional there is a reasonable possibility of other **damage** to a portion of the same **building** which is not immediately apparent **we** will pay the reasonable costs incurred by **you** with **our** prior consent in establishing whether or not such **damage** has occurred.

**We** will also pay the reasonable costs incurred by **you** with **our** prior consent in establishing whether or not **buildings** in the immediate vicinity have suffered **damage** in the same incident but only if such **buildings** are subsequently found to have suffered such **damage** for which **we** are liable under this section.

**Our** liability will not exceed the amount shown in the **schedule**.

### 23. Continuing interest and hire charges

In the event of **damage** at the **premises** where **you** are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which **you** are responsible and which is not otherwise insured **we** will pay such charges actually and reasonably incurred.

**Our** liability will not exceed the amount shown in the **schedule**.

### 24. Cancellation, curtailment or abandonment

**We** will pay for irrecoverable expenses following the cancellation, curtailment or abandonment of any Club Championships held at the **premises** which are or were due to take place during the **period of insurance** through any cause beyond **your** control

**We** will not be liable for

- a) withdrawal of, lack of or insufficient finance howsoever caused
- b) bankruptcy, winding up, administration, arrangement with creditors, financial failure or default or failure to pay
- c) lack of or inadequate response or support or withdrawal of support by any person, business or organisation

**Our** liability will not exceed £5,000 in any one **period of insurance**.

# Property Damage Section

## What you are covered for:

### 25. Cups and trophies

We will pay for **damage** to cups and trophies owned by **you** or for which **you** are legally responsible occurring within the **territorial limits** and during the **period of insurance**

We will not be liable for

- a) property more specifically insured
- b) non-return of any cup or trophy by the previous winner
- c) theft unless involving forcible and violent entry to or exit from a building

**Our** liability will not exceed the amount shown in the **schedule**.

### 26. Garden furniture and maintenance equipment in the grounds of the premises

We will pay for **damage** to garden furniture and maintenance equipment in the grounds of the **premises** but not **damage** caused by theft or attempted theft.

**Our** liability will not exceed £5,000 in any one **period of insurance**.

### 27. Members' sports equipment

We will pay for **damage** to members' sports equipment whilst at the premises of any bowling club within the **territorial limits** and occurring during the **period of insurance**

Provided that the member is representing the insured's club in an official competition

We will not be liable for

- i) property more specifically insured
- ii) loss, destruction or damage to sports equipment whilst in use or play
- iii) theft unless involving forcible and violent entry to or exit from a building

**Our** liability will not exceed £500 in respect of any one member

## Maximum amount payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this section as shown in the **schedule**.

## Inflation Protection

The sums insured stated in the **schedule** for **property insured** (other than **stock** or **specified stock** or other items stated as being insured on an alternative basis) will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

## Basis of claims settlement

In the event of **damage** to **property insured** by this section the basis upon which the amount payable will be calculated shall be:

- a) **stock** and **specified stock** - the cost price of replacing the goods at the time of the **damage**
- b) deeds, documents and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **you** of the information contained therein
- c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **we** will not pay for the value to **you** of the information contained therein or for any expense in connection with the production of information to be recorded therein
- d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property
- e) **personal effects** not otherwise insured - the cost of repair or replacement at the time of the **damage**, subject to a limit of £1,000
- f) rent - the loss of rent payable to **you** whilst necessary reinstatement or repairs are carried out following **damage** to the **buildings** which makes them uninhabitable, subject to a maximum term of twelve months or such other term stated against an Endorsement in the schedule
- g) all other **property insured** including **buildings**, **tenants improvements**, **computer equipment** and **trade contents** – the reinstatement of the property lost, destroyed or damaged

# Property Damage Section

## Basis of claims settlement

For this purpose 'reinstatement' means:

- a) the rebuilding or replacement of property lost or destroyed which, provided 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 damaged

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

- i) If at the time of **damage** the sum insured on the **property insured** is less than the cost of reinstatement then **you** will be considered as being **your** own insurer for the difference and shall bear a proportionate share of the loss.
- ii) **Our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable had the property been wholly destroyed.
- iii) No payment beyond the amount which would have been payable in the absence of this Basis of claims settlement shall be made:
  - a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement has actually been incurred
  - c) If at the time of **damage** the **property insured** is insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement.
- iv) Where for any reason no payment is to be made on the basis of repair or reinstatement as new (liability being otherwise admitted) then **our** liability will be arrived at as if this basis of claims settlement had not been incorporated herein and the basis of claims settlement shall then be deemed to read - following **damage** and subject to the adequacy of the sum insured and the limit of liability **we** will pay the value of the **property insured** at the time of the **damage**, or the amount of such **damage** as the case may be, after due allowance for wear, tear or depreciation or at our option replace, reinstate or repair the lost, destroyed or damaged property.

## Additional Clauses

### 1. Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **property insured** (excluding **stock** and **specified stock**) **we** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **our** consent in the reinstatement or repair of the property following **damage** but excluding fees charged for the preparation of any claim.

### 2. Contract Price

In respect of goods sold but not delivered for which **you** are legally responsible and where the sale contract is cancelled by reason of **damage** then **our** liability shall be based on the contract price.

### 3. Contracting Purchaser

If **you** contract to sell the **buildings** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

### 4. Designation

For the purpose of determining where necessary the item against which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books.

### 5. Interested Parties

Any act or omission by the leaseholder, lessee, mortgagor or **you** or by any tenant occupying or using the **buildings** which increases the possibility of **damage** shall not prejudice the insured interest of the freeholder, lessor or mortgagee provided that

- a) such act or omission is entirely without the authority of the freeholder, lessor or mortgagee
- b) as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission they shall give immediate written notice to **us** and pay any additional premium required.

### 6. Non-invalidation

The insurance by this section, other than in respect of **damage** by theft or any attempt thereat, shall not be invalidated by any act or omission or by any alteration unknown to **you** and beyond **your** control whereby the risk of **damage** is increased provided that as soon as **you** become aware of any such act or omission or alteration **you** shall give immediate written notice to **us** and pay any additional premium required.

# Property Damage Section

## Additional Clauses

### 7. Subrogation Waiver

In the event of a claim arising under this section **we** agree to waive any rights remedies or relief to which **we** may 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 as appropriate current at the time of the **damage**
- b) any company which is a Subsidiary of a Parent Company of which **you** are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**.

### 8. Unoccupied Buildings

Notice is to be given to **us** when any **buildings** or portions thereof become empty, vacant or no longer used by any person authorised by **you** or when any such **buildings** or portions thereof are again used by any person authorised by **you** and pay any additional premium required.

### 9. Workmen

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

### 10. 72 Hours Clause

**Damage** occurring within 72 consecutive hours of and arising from storm or flood is deemed to be one claim. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this section provided that such **damage** occurred prior to expiry of the **period of insurance**.

### 11. Seasonal increase

During the months of November and December and for the duration of each public holiday and including a period seven days before and after each occurrence the sum insured in respect of **stock** is increased by 25%.

## What you are not covered for:

1. water (other than loss of metered water as described in this section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops
3. jewellery, precious stones, bullion, furs, fine art, curiosities, relics
4. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **premises** for which **you** are responsible
5. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
6. property or structures in course of demolition, construction or erection and materials, equipment or supplies in connection therewith
7. moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of **damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees other than the cover provided by "what you are covered for", 26 - Garden furniture and maintenance equipment in the grounds of the premises
8. property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
9. explosives and contraband
10. **property insured** at any **premises** that are **unoccupied** unless agreed by **us**
11. **damage** to property stored in any outbuilding or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
12. **damage** caused by theft or attempted theft occurring outside **business hours** to any till or cash register unless its drawer has been left in an open position
13. the relevant **excess** stated in the **schedule**
14. **damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire

# Property Damage Section

## What you are not covered for:

15. explosion
  - caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control
  - in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
16. theft unless
  - involving forcible and violent entry to or exit from a **building** at the **premises**
  - involving assault or violence or threat thereof to **you** or any of **your employees**
  - as provided for under 'What you are covered for' – 5. Theft of fixed fabric of the **building**
17. **damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
18. **damage** by falling trees caused by felling or lopping carried out by **you** or on **your** behalf
19. **damage** caused by subsidence, ground heave or landslip caused by:
  - a) settlement or bedding down of new structures
  - b) compaction of the infill of new structures
  - c) the settlement or movement of newly made up ground
  - d) river or coastal erosion or cliff fall
  - e) defective design or workmanship or the use of faulty or defective material
  - f) demolition or structural repairs or alterations to the **buildings**
20. **damage** caused by or arising from or consisting of
  - a) wear, tear or depreciation or diminution in value
  - b) collapse or cracking of **buildings**
  - c) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
  - d) faulty or defective workmanship operational error or omission by **you** or any of **your employees**
  - e) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
  - f) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
  - g) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
  - h) use of any article contrary to manufacturers' instructions
  - i) change in temperature colour flavour or finish
21. **damage** insured by the Equipment Breakdown section
22. malicious damage caused by any tenant or lessee
23. losses not directly associated with the incident that caused **you** to claim
24. loss, destruction or damage to billiard, pool or snooker tables caused by matches, sparks, lighted cigarettes or cigars falling or being placed upon them whilst they are in use.

# Business Interruption Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

1. The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any **damage** occurring at the **premises** to any **property insured** used by **you** at the **premises** for the purposes of the **business**.
2. **Prevention of Access**  
Interruption of or interference with the **business** in consequence of **damage** to property within 1 kilometre of the **premises** which prevents or hinders the use of or prevents access to the **premises** but excluding damage to property of any public utility from which **you** obtain supplies or services.  
**Our** liability will not exceed the amount shown in the **schedule**.
3. **Public Utilities**  
Interruption of or interference with the **business** in consequence of **damage** to property at any
  - a) generating station or sub-station of the public electricity supplier
  - b) land based premises of the public gas supplier or of any natural gas producer linked directly with them
  - c) land based premises of the public telecommunications supplier or internet service provider
  - d) waterworks or pumping station of the public water supplierwithin the **territorial limits** from which **you** obtain electricity, gas or water supplies or telecommunication services.  
**Our** liability will not exceed the amount shown in the **schedule**.
4. **Deeds & Documents**  
Interruption of or interference with the **business** in consequence of **damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed from the **premises** to elsewhere within the **territorial limits**.  
**Our** liability will not exceed the amount shown in the **schedule**.
5. **Compulsory Closure**  
Interruption of or interference with the **business** in consequence of compulsory closure by a public body authorised to prevent or restrict access to the **premises** arising from
  - a) discovery of a **notifiable human infectious or contagious disease** at the **premises**
  - b) foreign or deleterious matter in food or drink sold, supplied or provided at the **premises**
  - c) the occurrence at the **premises** of murder, manslaughter, suicide or rape
  - d) defective sanitation or the presence of vermin or pests.For the purpose of this cover the **maximum indemnity period** is restated as 3 months.  
**Our** liability will not exceed the amount shown in the **schedule**.
6. **Unspecified Suppliers**  
Interruption of or interference with the **business** in consequence of **damage** at the premises of **your** direct suppliers, manufacturers or processors of components, goods or materials anywhere within the **territorial limits**.  
**Our** liability will not exceed the amount shown in the **schedule**.
7. **Unspecified Customers**  
Interruption of or interference with the **business** in consequence of **damage** at the premises of **your** direct customers anywhere within the **territorial limits**.  
**Our** liability will not exceed the amount shown in the **schedule**.
8. **Unspecified Storage Sites**  
Interruption of or interference with the **business** in consequence of **damage** at any location not shown in the **schedule** at which **your** property is stored anywhere within the **territorial limits**.  
**Our** liability will not exceed the amount shown in the **schedule**.
9. **Property in Transit**  
Interruption of or interference with the **business** in consequence of **damage** to **property insured** whilst in transit by road, rail or inland waterway within the **territorial limits**.  
**Our** liability will not exceed the amount shown in the **schedule**.
10. **Contract Sites**  
Interruption of or interference with the **business** in consequence of **damage** at any location not shown in the **schedule** at which **you** are contracted to undertake work anywhere within the **territorial limits**.  
**Our** liability will not exceed the amount shown in the **schedule**.



# Business Interruption Section

## What you are covered for:

### 11. Exhibition Sites

Interruption of or interference with the **business** in consequence of **damage** at any trade fair or exhibition location not shown in the **schedule** at which **you** are to occupy a stand anywhere within **Europe**.

**Our** liability will not exceed the amount shown in the **schedule**.

### 12. Book Debts

Interruption of or interference with the **business** in consequence of **damage** to **your** records of **outstanding debit balances** contained within the **premises**.

**We** will pay for any net **outstanding debit balances** which **you** are unable to recover from customers as a result of **damage** to such records and any additional expenditure incurred after such **damage** in tracing and establishing **outstanding debit balances**.

**Our** liability in respect of loss of net **outstanding debit balances** and their associated additional expenditure and accountants' charges will not exceed the amount shown in the **schedule** in any one **period of insurance**.

## Special Condition

At the end of each month **you** shall record the total amount outstanding in customers' accounts and shall maintain a separate record, in addition to the books of account, in a place other than the **premises**.

## Maximum amount payable

The most **we** will pay in respect of any one occurrence shall not exceed

- 133.3% of the sum insured for each item in respect of **estimated gross profit** or **estimated gross revenue** or **estimated gross rent receivable**
  - 100% of each other item
- as shown in the **schedule**.

## Basis of claims settlement

Following **damage** insured by this section **we** will pay for the following in respect of any of the undermentioned items if insured by this section.

### Gross profit - loss thereof due to

- reduction in **turnover** being the amount produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall fall short of the **standard turnover** in consequence of the **damage**
- increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the **damage**.

### Gross revenue - loss thereof due to

- loss of **gross revenue** being the amount by which the **gross revenue** during the **indemnity period** shall fall short of the **standard gross revenue** in consequence of the **damage**
- increase in cost of working being 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 **damage**, but not exceeding the amount of reduction in **gross revenue** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross revenue** as may cease or be reduced in consequence of the **damage**.

### Gross rent receivable - loss thereof due to

- loss of **gross rent receivable** being the amount by which the **gross rent receivable** during the **indemnity period** shall fall short of the **standard gross rent receivable** in consequence of the **damage**
- increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of reduction in **gross rent receivable** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross rent receivable** as may cease or be reduced in consequence of the **damage**.

# Business Interruption Section

## Basis of claims settlement

### Additional Increase in Cost of Working

Additional expenditure necessarily and reasonably incurred by **you** during the **indemnity period** in excess of the amount payable under the **Gross Profit, Gross Revenue or Gross Rent Receivable** basis (as applicable) for the sole purpose of:

1. avoiding or diminishing the reduction in **turnover** if the Basis of claims settlement is **gross profit** or
2. avoiding or diminishing the reduction in **gross revenue** or
3. avoiding or diminishing a reduction in **gross rent receivable**

in order to resume or maintain normal **business** operations.

### Increased Cost of Working only

Additional expenditure necessarily and reasonably incurred by **you** during the **indemnity period** within which increases in the cost of working that is incurred in consequence of the **damage** for the purpose of avoiding or diminishing a reduction in **turnover** or in **gross revenue** earned as applicable at the **premises** or for the purpose of resuming or maintaining the **business** less any savings in charges or expenses that may be made in consequence of the **damage**.

## Additional clauses

### 1. Alternative trading

If during the **indemnity period** goods shall be sold or services shall be rendered 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 shall be brought into account in arriving at the **turnover** or **gross revenue** or **gross rent receivable** as applicable during the **indemnity period**.

### 2. Professional accountants

**We** will pay under this section the reasonable charges payable by **you** to professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **us** and reporting that such particulars or details are in accordance with **your** books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the section shall in no case exceed the maximum amount payable.

### 3. Separate departments

If the **business** be conducted in departments, the independent trading results of which are ascertainable, the provisions of the Basis of claims settlement sub-paragraphs a) and b) of any item on **gross profit** or **gross revenue** or **gross rent receivable** as appropriate shall apply separately to each department affected by the **damage**.

### 4. Trends and Variations

Adjustments shall be made to the figures representing the **rate of gross profit** and the **standard turnover** that 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 **damage** and which would have affected the **business** had the **damage** not occurred so that the adjusted figures represent as near as reasonably practicable results which but for the **damage** would have been obtained during the relative period after the **damage**.

## What you are not covered for:

Any interruption of or interference with the **business** not caused by **damage** other than as described in 'What you are covered for' – Compulsory Closure - Item 5.

# Equipment Breakdown Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

1. An **accident** to **covered equipment** that is owned by **you** or for which **you** are responsible.
2. **Hazardous substances**  
**We** will pay for **additional costs** to repair or replace **covered equipment** due to contamination by a **hazardous substance** following an **accident** including any amount paid in respect of Business Interruption if shown as insured. This includes the expense to clean up or dispose of such **covered equipment**.  
**Our** liability will not exceed the amount shown in the **schedule**.
3. **Computer equipment**  
**We** will pay for **damage** caused by or resulting from an **accident** to **computer equipment** at the **premises** and in addition **we** will cover **damage** caused by or resulting from an **accident** to **portable computer equipment** insured under the Property Damage section of this policy whilst within the **territorial limits**.  
**Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
4. **Reinstatement of data**  
**We** will pay for costs incurred to reinstate data that is lost or damaged as a result of an **accident** to or **derangement** of **computer equipment**. **Our** liability is limited to the cost of reinstating data onto **media**  
**We** shall not be liable for:
  - a) losses discovered more than six months after the loss was initiated
  - b) damage to software
  - c) costs more specifically described under 'What you are covered for' 5 Increased cost of working.**Our** liability will not exceed the amount shown in the **schedule** in respect of any one **accident** or series of **accidents**.
5. **Increased cost of working**  
**We** will pay for reasonable additional costs to minimise or prevent the interruption or interference to **your** computer operations.  
**Our** liability will not exceed the amount shown in the **schedule** or the **computer equipment** sum insured, whichever is the lower.
6. **Public Authorities/Law or Ordinance**  
If an **accident** to **covered equipment** damages a **building** that is covered under this policy and the loss is increased by enforcement of any public authority, ordinance or law in force at the time of the **accident** that regulates the construction or repair of buildings, or establishes zoning or land use requirements, **we** shall be liable for the following additional costs to comply with such ordinance or law:
  - a) **your** actual expenditure for the cost to demolish and clear the site of undamaged parts.
  - b) **your** actual expenditures for increased costs to repair, rebuild or construct the **building**. If the **building** is repaired or rebuilt, it must be intended for similar use or occupancy as the current **building**, unless otherwise required by zoning or land use ordinance or law.
  - c) loss as described under the Business Interruption section of this policy caused by loss covered in a) or b) above.  
**We** shall not be liable for:
  - a) any fine
  - b) any liability to a third party
  - c) any increase in loss due to a **hazardous substance** (other than as specifically insured under 'What you are covered' 2 Hazardous Substances)
  - d) increased construction costs until the **building** is actually repaired or replaced.**Our** liability will not exceed the amount shown in the **schedule**.
7. **Business interruption**  
Where the Business Interruption section is insured **we** will pay for financial losses arising out of an **accident** (other than **explosion** or **collapse** of **covered equipment** operating under steam or other fluid pressure owned or leased by **you** or operated under **your** control) to **covered equipment**.  
**Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
8. **Expediting expenses**  
**We** will pay for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement for damaged **covered equipment**.  
**Our** liability will not exceed the amount shown in the **schedule**

# Equipment Breakdown Section

## What you are covered for:

### 9. Hire of substitute item

If **covered equipment** is damaged as a result of an **accident**, **we** will pay for the costs incurred by **you** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until the item is permanently replaced.

**Our** liability will not exceed the amount shown in the **schedule**.

### 10. Storage tanks & loss of contents

**We** will cover **you** for **damage** caused by an **accident** to oil storage or water tanks (other than sprinkler system tanks) used solely for and forming part of hot water or heating installations including connected pipework belonging to **you** or for which **you** are responsible at the **premises**. In addition this extension covers loss of the contents of oil storage tanks (other than underground tanks) belonging to **you** or for which **you** are responsible at the **premises** by

- a) escape of contents, leakage, discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- b) contamination of the contents of the oil storage tanks caused by or resulting from an **accident**

This includes the cleaning costs incurred as a result of such a loss.

**We** will not pay for

- a) losses caused by fire regardless of the original cause of the fire
- b) losses resulting from corrosion, erosion or wasting
- c) contamination of the contents resulting from
  - i) the natural settling, separation or accumulation of fluids or materials constituting the normal contents
  - ii) the deliberate use of fluids or materials in the oil storage tank for cleaning flushing or similar purposes
- d) losses sustained whilst oil storage tanks are in transit between premises
- e) costs or expenses arising from **pollution or contamination** of property not covered by this extension

**Our** liability will not exceed the amount shown in the **schedule** in respect of any one **accident** or series of **accidents**.

### 11. Damage to own surrounding property

**We** will pay for **damage** to property at the **premises** belonging to **you** or in **your** custody and control and for which **you** are responsible, directly resulting from the **explosion or collapse** of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel.

**Our** liability will not exceed the amount shown in the **schedule**.

### 12. Additional Access Costs

Where the Business Interruption Section is insured **we** will pay for any necessary additional costs incurred in order to gain access to repair or replace the **covered equipment** following an **accident**.

**Our** liability will not exceed the amount shown in the **schedule** in respect of any one **accident** or series of **accidents**.

### 13. Debris Removal

**We** will pay for costs incurred in the removal of debris and protection of **covered equipment** following an **accident**.

**Our** liability will not exceed the amount shown in the **schedule** in respect of any one **accident** or series of **accidents**.

### 14. Repair Costs Investigation

**We** will pay costs relating to repair investigations and tests by consulting engineers for **damage** to **covered equipment** following an **accident**.

**We** will not be liable for

- a) any fees incurred in preparing a claim
- b) any amount unless prior consent has been given by **us**

**Our** liability will not exceed the amount shown in the **schedule** in respect of any one **accident**.

## Maximum Amount Payable

**Our** liability will not exceed the Equipment Breakdown limit shown in the **schedule**.

All limits under covers 2 – 14 are within and do not increase the Equipment Breakdown limit shown in the **schedule**.

# Equipment Breakdown Section

## Basis of Claims Settlement

As described in the Property Damage and Business Interruption sections of this policy.

In addition, if an **accident** to **covered equipment** causes damage to a **building**, covered under this section then the cover will include all those costs described in the Property Damage section under Additional Statutory Costs.

## What you are not covered for:

1. **damage** caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
2. **damage** to data or media of any kind caused by
  - a) programming error or programming limitation
  - b) computer virus
  - c) introduction of malicious code
  - d) loss of data (other than as specifically provided for under 'What you are not covered for' 4 Reinstatement of data)
  - e) loss of access
  - f) loss of use
  - g) loss of functionality
3. **damage** caused by
  - a) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions
  - b) any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance unless such **damage** results from an **accident**.
4. **damage** recoverable under maintenance agreements, warranties or guarantee
5. the relevant **excess** stated in the **schedule**

## Special Conditions

These Special Conditions are in addition to the General Conditions and must be complied with in order to have the full protection of this section of **your** policy.

### 1. Precautions

**You** must exercise due diligence in

- a) complying with any statute or order;
- b) ensuring that **your** items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or **damage**.

### 2. Back Up Records

**You** must maintain a minimum of two generations of **verified** back-up computer records taken at intervals of at least every 48 hours. At least one copy should be held off site and all reasonable precautions should be taken to store and maintain records in accordance with the makers recommendations.

# Terrorism Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## Terrorism – Property Damage

This sub-section applies to the **property insured** as described, defined and specified as insured in the **General Cover** provided by this policy, other than any insurance in respect of loss of rent or cost of alternative accommodation which will be deemed to be insured by the Terrorism – Business Interruption sub-section of this section.

## Terrorism – Business Interruption

This sub-section applies to loss of **gross profit, gross revenue, gross rent receivable**, income or rent, cost of alternative accommodation or increase in cost of working or other such items of loss (other than **book debts**) resulting from interruption or interference as described, defined and specified as insured in the **General Cover** provided by this policy provided that at the time of the happening of the **damage** that causes the interruption or interference

- a) there is in force an insurance provided by **us** covering **your** interest in the property that suffers such **damage** and
- b) payment will have been made or liability admitted therefor under such insurance or that payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

## Terrorism – Book Debts

This sub-section applies to **outstanding debit balances** as described, defined and specified as insured in the **General Cover**.

## What you are covered for

**We** will indemnify **you** in the event of **damage** to the **property insured** or business interruption resulting therefrom, insofar and to the extent that it is insured in **Great Britain** by the **General Cover** and in respect of which there is an operative sub-section in the **schedule**, the cause of which is acts of persons acting on behalf of, or overthrowing or influencing, by force or violence, of Her Majesty's Government in the **United Kingdom** or any other government de jure or de facto.

## What you are not covered for:

1. **damage** or business interruption directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
  - a) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - b) **virus or similar mechanism** or **hacking** or **denial of service attack** or **phishing** in respect of any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether belonging to **you** or not
2. **damage** or business interruption in respect of
  - a) any **nuclear installation** or **nuclear reactor**
  - b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
  - c) any property which is insured by, or would but for the existence of this policy be insured by, any form of transit or aviation or marine policy other than any Goods in Transit section, sub-section or extension of the **General Cover** provided by this policy insofar as it relates to **damage** occurring in **Great Britain**
  - d) any other type of property which is specifically excluded elsewhere in this policy
  - e) bankers blanket bond

# Terrorism Section

## Special Conditions

1. This section is concurrent and conjunctive with and dependent upon the **General Cover** provided by this policy.
2. This section is not subject to any of the General Exclusions of this policy other than those stated in 'What you are not covered for' of this section.
3. This section is subject to all the other terms, sums insured, limits of liability, definitions, provisions, bases of claims settlement and conditions which apply to the **General Cover** provided by this policy (including but without limitation any **excess** to be borne by **you**) except as expressly varied hereby.
4. In any action, suit or other proceedings where **we** allege that any **damage** or business interruption is not covered by this section the burden of proving that such **damage** or business interruption is covered shall be upon **you**.
5. This section is not subject to the Reinstatement of sum insured General Condition, nor to any Inflation Protection or to any Long Term Agreement or Undertaking which may apply to the **General Cover** provided by this policy.
6. This section is to be lapsed or cancelled simultaneously with any lapse or cancellation of the **General Cover** provided by this policy.

# Goods in Transit Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

We will pay for **damage** to the property specified in the **schedule** occurring at the **premises** or elsewhere as specified in the **schedule**.

## Maximum Amount Payable

The most we will pay in respect of any one occurrence will not exceed the sum insured against each item in the **schedule**.

## Basis of claims settlement

In the event of **damage** to property insured by this section and subject to the adequacy of the sums insured and to the Maximum Amount Payable, we will pay the cost of repairing or replacing the property equal to its condition when new provided that

- a) this is carried out without delay and in the most economical manner
- b) when property is partially lost, destroyed or damaged **our** liability shall not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- c) until replacement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation.

## What you are not covered for:

1. **damage** caused by or consisting of
  - a) wear, tear or depreciation or diminution in value
  - b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
  - c) faulty or defective workmanship, operational error or omission on the part of **you** or any of **your employees**
  - d) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
  - e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
  - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
  - g) use of any article contrary to manufacturers' instructions
  - h) storm or flood unless the property is contained in an enclosed vehicle or in a building
  - i) change in temperature, colour, flavour, texture or finish
2. **damage** by theft or attempted theft from
  - a) any **unattended vehicle** unless
    - i) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
    - ii) any property insured by this section is secured in the locked boot or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
  - b) any **unattended vehicle** owned or operated by **you overnight** or after the completion of any **working day of the driver** unless all windows and other openings have been closed and the **vehicle** is locked and garaged in a secure building
  - c) any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
3. breakage of brittle articles unless forming part of photographic equipment
4. losses not directly associated with the incident that caused **you** to claim
5. the relevant **excess** stated in the **schedule**.

## What you are covered for:

1. We will pay for **damage** to **stock** and **trade contents** whilst in the course of transit
  - a) in or on any **vehicle** owned or operated by **you** or by an independent road haulier
  - b) by rail
  - c) by postwithin the **territorial limits** including whilst loading and unloading.
2. **Expenses**

We will pay the costs and expenses necessarily and reasonably incurred in

  - a) the removal of debris following **damage** to the property insured by this section
  - b) the transfer of the property insured to another **vehicle** and its delivery to the original destination or place of collection following fire or an accident involving the **vehicle**whilst the property insured is being carried in or on any **vehicle** owned or operated by **you**.

**Our** liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.



# Goods in Transit Section

## What you are covered for:

### 3. Ropes and sheets

We will pay for **damage** to tarpaulins, sheets, ropes, chains, straps and packing materials owned by **you** or for which **you** are legally responsible, whilst being carried in or on any **vehicle** owned or operated by **you**.

Our liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.

## Maximum Amounts Payable

Our liability will not exceed in respect of any one occurrence the respective sums insured stated in the **schedule** for

### 1. all property contained in or on any one vehicle owned or operated by

- a) **you**
- b) an independent road haulier

### 2. any one consignment of property in transit by

- a) rail
- b) post.

## Basis of claims settlement

Following **damage** and subject to the adequacy of the sums insured and to the Maximum Amounts Payable **we** will pay the cost price of replacing the property insured at the time of the **damage**.

## Contract Price

In respect of property insured by this section that has been sold but not delivered for which **you** are legally responsible and where the sale contract is cancelled by reason of **damage**, then **our** liability shall be based on the contract price.

## What you are not covered for:

1. delay, loss of market or loss of profit
2. breakage of china, glass or other brittle articles unless caused by fire, theft or an accident involving the **vehicle**
3. **damage** to
  - a) livestock or other living creatures or organisms or cultures
  - b) bullion, furs, works of art, **money**
  - c) explosives or other dangerous goods
  - d) **specified stock**unless specified under the Goods in Transit section in the **schedule**
4. **damage** caused by
  - a) marring, scratching or denting, mechanical or electrical defect, failure, breakdown or derangement
  - b) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
5. **damage** due to leakage, spillage, contamination or deterioration unless caused by fire, theft or an accident involving the **vehicle**
6. **damage** resulting from faulty packing or labelling
7. **damage** to property conveyed in any soft or open topped or soft or open sided **vehicle** caused by
  - a) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **vehicle**
  - b) storm or malicious damage
8. **damage** by theft or attempted theft from any
  - a) **unattended vehicle** unless all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
  - b) **unattended vehicle overnight** or after the completion of any **working day of the driver** unless all windows and other openings have been closed and the **vehicle** is locked and garaged in a secure building or is locked and parked in a locked and completely enclosed yard
9. losses not directly associated with the incident that caused **you** to claim
10. the relevant **excess** stated in the **schedule**.

# Goods in Transit Section

## Special Condition

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

- a) **you** shall take all reasonable measures to ensure that any **vehicles** owned or operated by **you** are roadworthy and loaded in a safe and appropriate manner and that all locking and other protective devices are maintained in good working order.
- b) all keys to any **unattended vehicle** owned or operated by **you** shall be removed from such **vehicle** to a place of safety whenever the **vehicle** is left loaded.

# Money Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

1. **We** will pay for physical loss of **money** as described below occurring within the **territorial limits** and subject to the limits stated in the **schedule**:
  - a) loss of **non-negotiable money**
  - b) loss of **money** other than **non-negotiable money**:
    - i) in transit in **your** personal custody or in the custody of any authorised **employee** or in bank night safe
    - ii) on the **premises** during **business hours**
    - iii) on the **premises** out of **business hours** contained in locked safe(s)
    - iv) on the **premises** out of **business hours** not contained in locked safe(s) (v) in **your** home or in the home of any authorised **employee**.
2. **Safes**

**We** will pay for the cost of repair or replacement, following theft or attempted theft occurring within the **territorial limits**, of any

  - a) safe
  - b) postal franking machine
  - c) security case, bag or waistcoat used to carry **money**

**Our** liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.
3. **Credit Cards**

**We** will pay for any amount for which **you** become liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the **business** following fraudulent use by any unauthorised person within the **territorial limits** Provided that **you** report the loss to the issuing company immediately and to the Police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

**Our** liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.

## Maximum Amount Payable

The most **we** will pay for physical loss of **money** will not exceed the limits stated in the **schedule** in respect of any one occurrence.

## What you are not covered for:

1. clerical or accounting errors or shortages due to error or omission
2. any loss due to the fraud or dishonesty of any director, partner or **employee** unless the loss is discovered within seven working days of the date of its occurrence
3. loss caused by dishonoured cheques or by the use of counterfeit **money**
4. loss from any **unattended vehicle**
5. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the **schedule**
6. **damage** caused by theft or attempted theft occurring outside **business hours** to any till or cash register unless its drawer has been left in an open position
7. losses not directly associated with the incident that caused **you** to claim
8. the relevant **excess** stated in the **schedule**.

## Special Condition

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

- a) a true and complete account shall be kept of all **money** in transit and on the **premises** and such record shall be deposited in a secure place other than in any safe containing the **money**
- b) during **business hours** any safe shall be kept locked other than when **money** or other property is being placed in or removed from the safe and the keys kept in the **your** personal custody or in the personal custody of any authorised **employee**
- c) outside **business hours** any safe shall be kept locked and its keys removed from the **premises**
- d) whenever **money** in transit exceeds £2,500 at any one time
  - i) it will be accompanied by not less than two responsible adult **employees**
  - ii) not more than £2,500 will be carried by any one **employee**.

# Money Section

## Special extension - Personal Assault

### What you are covered for:

1. **We** will pay as compensation to **you** or **your** legal personal representative the relevant amount stated in the **schedule** if in the course of the **business** an **employee** aged between 16 and 65 years sustains accidental **bodily injury** consequent upon robbery or hold up or any attempt thereat occurring within the **territorial limits** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb, loss of sight, permanent total disablement** or **temporary total disablement**.
2. **Personal effects**  
**We** will pay for **damage** to personal effects of an **employee** aged between 16 and 65 years arising in connection with the **business** as a direct result of robbery or hold up or any attempt thereat for an amount not exceeding the limit stated in the **schedule** in respect of any one **employee**.

### What you are not covered for:

death, **loss of limb, loss of sight, permanent total disablement** or **temporary total disablement** caused by an **employee** being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction.

## Special Conditions

1. Compensation shall not be payable for more than one of the following: death, **loss of limb, loss of sight, permanent total disablement**, in respect of any one **employee**.
2. Compensation shall not be payable for **temporary total disablement**
  - a) until the end of the period of disablement but **we** will on request make interim payments at intervals of not less than four weeks
  - b) for more than 104 weeks from the date of sustaining injury in respect of any one **bodily injury**.
3. The total amount payable as compensation for **temporary total disablement** shall be deducted from any subsequent compensation payment for death, **loss of limb, loss of sight, permanent total disablement** that follows from the same cause.
4. An **employee** shall as often as required submit to a medical examination on **our** behalf at **our** expense and in the case of death **we** shall be entitled to have a post mortem examination at **our** expense.

# Deterioration of Refrigerated Stock Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

We will pay for **damage** to refrigerated **stock** at the **premises** contained in any **refrigeration unit**, caused by deterioration or putrefaction due to

1. a rise or fall in temperature in the refrigerated chamber of any such unit resulting from
  - a) breakdown of or accidental damage to its refrigerating plant or associated thermostatic or other control devices
  - b) failure of the public electricity supply unless due to a deliberate act of the public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply
2. contamination by the escape of refrigerant fumes.

## Maximum Amount Payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured stated against each item in the **schedule**.

## Basis of claims settlement

Following **damage** insured by this section and subject to the adequacy of the sums insured and to the Maximum Amount Payable **we** will pay the cost price of replacing the goods at the time of the **damage**.

## What you are not covered for:

**We will not be liable under this section for**

1. refrigerated stock contained in any **refrigeration unit** which is more than ten years old at the commencement of any **period of insurance**
2. losses not directly associated with the incident that caused **you** to claim
3. the relevant **excess** stated in the **schedule**.

## Special Condition

It is a condition precedent to **our** liability that during the currency of this policy there shall be in force a manufacturer's guarantee or a maintenance contract applicable to any **refrigeration unit** which does not have hermetically sealed motors and compressors.

# Loss of Licence Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

We will pay **you** the amount of depreciation in value of **your** interest in the **premises** or the **business** resulting from the forfeiture of the **licence** under the provisions of the regulations relating to such **licences** or the refusal of the licensing authority to renew the **licence**. Provided that such forfeiture or refusal to renew results from causes beyond **your** control.

## Maximum Amount Payable

**Our** liability during any one **period of insurance** will not exceed the sum insured stated against each item in the **schedule**. We will also pay any costs and expenses incurred with **our** written consent in connection with any appeal against the forfeiture of or refusal to renew the **licence**.

## What you are not covered for:

We will not be liable under this section if

1. **you** are entitled to obtain compensation under the provisions of any Act of Parliament in respect of any refusal to renew the **licence**
2. the forfeiture or refusal to renew arises directly from any town or country planning, improvement, redevelopment or compulsory purchase order or the surrender, reduction or re-distribution of **licences** in connection therewith
3. the forfeiture or refusal to renew results from any alteration in the law
4. a) any alterations to the **premises** requiring the consent of the licensing or other necessary authority are made without their approval  
b) the **premises**
  - i) are closed for any period not required by law
  - ii) are not maintained in a sanitary condition or satisfactory state of repair
- c) any direction or requirement of the licensing or other authority is not complied with
- d) the forfeiture of or refusal to renew the **licence** is occasioned wholly or partly by or through **your** misconduct, connivance, neglect or omission or by **your** failure to take any steps necessary for keeping the **licence** in force.

## Special Conditions

1. It is a condition precedent to **our** liability that **you** shall immediately advise **us** in writing and supply such additional information and give such assistance as **we** may reasonably require on becoming aware of any
  - a) change in tenancy or management of the **premises**
  - b) transfer or proposed transfer of the **licence**
  - c) complaint about the **premises** or the conduct or control of the **business**
  - d) proceedings against or conviction of **you** or the **licence** holder of the **premises** for any breach of the licensing laws or other matters whereby the character or reputation of the person concerned is affected or called into question with respect to their honesty, moral standing or sobriety
  - e) alteration in the purpose for which the **premises** are used
  - f) objection to the application for the renewal of the **licence** or any circumstances which may endanger the renewal of the **licence**.
2. In the event of the **licence** being forfeited or renewal being refused it is a condition precedent to **our** liability that **you** shall
  - a) give written notice to **us** within twenty-four hours of becoming aware of such event stating the grounds upon which the **licence** was forfeited or renewal refused
  - b) apply if practicable and if required by **us** for the grant of a new **licence** for the same or alternative premises as may enable **you** to continue the **business** in a similar or alternative form
  - c) give all such assistance as **we** may require for the purpose of an appeal against such forfeiture or refusal to renew.

# Theft by Club Officials Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

1. **We** will indemnify **you** in respect of direct pecuniary loss sustained by **you** and caused by any act of fraud or dishonesty by any **club official** which has occurred
  - a) within the **territorial limits**
  - b) during the **period of insurance**And which is discovered
  - i) during the **period of insurance**
  - ii) within 12 months of the expiry of the **period of insurance**
  - iii) within 12 months of the cessation for any reason of the **club officials** duties
2. **Auditors fees**

**We** will indemnify **you** within the amount of guarantee for auditor's fees incurred with **our** written consent solely to substantiate a claim under this section.

## Maximum Amount Payable

The maximum amount payable under this section for all damages payable as a result of all occurrences during any one **period of insurance** shall not exceed £5,000.

## What you are not covered for:

**We** will not be liable under this section for:

1. any loss dependent solely upon an inventory compilation or a profit and loss compilation and unexplained shortages
2. loss which does not arise from the fraudulent or dishonest act of any **club official** which is intended to result in improper financial gain by any **club official**
3. loss of interest or losses not directly associated with the incident that caused **you** to claim
4. the first £250 of any loss or other amount shown in the **schedule**
5. any amount for which an indemnity is granted by the Money section of this policy
6. any loss involving any **employee** of **yours**

## Special Conditions

1. Notice shall be given to **us** of any alteration in
  - a) the nature of **your business**
  - b) the duties and conditions of service of any **club official** insured by this section c) the system of check declared to **us**
2. Immediately following the discovery of any act of fraud or dishonesty on the part of any **club official** the indemnity by this section shall be at an end so far as regards any further act of fraud or dishonesty committed by that club official.
3. Any money of the **club official** held by **you** or any money or assets which but for the act of the fraud or dishonesty would have been due to the **club official** from **you** shall be deducted from the amount payable under this section as a result of that act of fraud or dishonesty
4. **You** shall give all such information and assistance that **we** may require to enable **us** to seek recovery from any **club official** whose act of fraud or dishonesty has given rise to a claim under this section. Any such recovery shall be shared by **us** and **you** in such proportion as the amount paid by **us** and the amount of the loss borne by **you** shall bear to the total amount of the loss caused by the act of that **club official**.

# Damage to Outdoor Bowling Greens Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

**We** will indemnify **you** in respect of loss, destruction or damage occurring at the **premises** to the playing surfaces of outdoor bowling greens caused by the following perils

1. fire (whether resulting from explosion or otherwise) not occasioned by or happening through
  - a) their own spontaneous fermentation or heating
  - b) earthquake or subterranean fire
2. lighting
3. explosion but excluding loss, destruction or damage (other than loss, destruction or damage by fire resulting from explosion)
  - a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or the vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under **your** control
  - b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to or under the control of the insured which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
4. aircraft and other aerospace devices or articles dropped therefrom
5. riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation but excluding loss, destruction or damage caused in Northern Ireland or resulting from cessation of work
6. malicious persons not acting on behalf of or in connection with any political organisation
7. earthquake or subterranean fire
8. impact by any mechanically propelled vehicle (whether the vehicle be licensed for normal road use or not) or by goods falling therefrom or by animals
9. bursting or overflowing of water pipes, water apparatus or water tanks but excluding loss, destruction or damage by water discharged or leaking from any automatic sprinkler installation
10. breakage or collapse of television or radio aerials, aerial fittings or masts or satellite receiving equipment but excluding loss, destruction or damage caused by erection, dismantling, repair or maintenance thereof
11. leakage of oil from any fixed installation
12. falling trees or branches but excluding loss, destruction or damage
  - a) caused by felling or lopping carried out by **you** or on **your** behalf
  - b) to fences and gates and loose or moveable property in the open.
13. Theft or any attempt thereat

## Maximum Amount Payable

The Company's liability in respect of any one occurrence will not exceed £50,000 or such other sum as may be stated in the **schedule**.

## Basis of claims settlement

Following loss, destruction or damage insured by this section and subject to the adequacy of the Limit of liability **we** will pay the costs and expenses necessarily and reasonably incurred (with **your** written consent) in removing the damaged part or parts of outdoor bowling greens and restoring such greens to their original condition and appearance when first laid out and planted.

## What you are not covered for:

**We** will not be liable under this section for

1. the first £250 of each claim
2. any loss, destruction or damage for which an indemnity is provided under the Property Damage section of this policy
3. costs and expenses arising due to the failure of seeds, turf and other cultures to germinate or become established
4. loss, destruction or damage caused by moles, badgers, rabbits, other wild animals or vermin
5. losses not directly associated with the incident that caused **you** to claim



# Personal Accident Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

We will pay as compensation to **you** or **your** legal personal representative the relevant amount stated below if an **insured person** sustains accidental **bodily injury** caused solely and directly by violent external and visible means during the **operative time** in any **period** of insurance and such bodily injury directly and independently of any other cause results within twelve months in death, **loss of limb, loss of sight, permanent total disablement** or **temporary total disablement**.

	Aged 16 – 74	Aged 75 and over
1 Death	£10,000	£5,000
2 Loss of limb	£10,000	£5,000
3 Loss of sight	£10,000	£5,000
4 Permanent total disablement	£10,000	£5,000
5 Temporary total disablement	£100 per week	Nil

(Excluding the first two weeks)

We will in addition indemnify the **insured person** against the cost of medical surgical hospital treatment and nursing home charges necessarily incurred as a direct result of accidental bodily injury in respect of which compensation is paid under **temporary total disablement** provided that **our** liability shall not exceed 15% of the compensation so paid.

## What you are not covered for:

- death, **loss of limb, loss of sight, permanent total disablement** or **temporary total disablement** caused by:
  - insanity, intentional self-injury, suicide or attempted suicide, participation in any criminal act or civil commotion by a person identified as insured in the **schedule** or by any such person being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction
  - a person identified as insured in the **schedule** engaging in abseiling, activities necessitating the use of underwater breathing equipment, armed or unarmed combat sports, bungee jumping, climbing necessitating the use of ropes or guides, flying of any kind (other than as a passenger in a fully licensed passenger carrying aircraft), hunting, ice hockey, motor cycling other than by power assisted pedal cycle, parachuting, polo, pot holing or similar underground activities, professional sport, riding or driving in any kind of race, speed or duration test or practice therefor or winter sports
  - pregnancy or childbirth
  - any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment
  - any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition
  - a person identified as insured in the **schedule**, being on naval, military or airforce duty service or operations
  - exposure to exceptional danger (except in an attempt to save human life).

## Special Conditions

- Compensation shall not be payable for more than one of the following: death, **loss of limb, loss of sight, permanent total disablement**, in respect of any one person identified as insured in the **schedule**.
- Compensation shall not be payable for **temporary total disablement**
  - for any insured person aged more than 79 years at the date of sustaining injury
  - until the end of the period of disablement but **we** will on request make interim payments at intervals of not less than four weeks
  - for more than 52 weeks from the date of sustaining injury in respect of any one **bodily injury** excluding the first two weeks of **temporary total disablement**.
- The total amount payable as compensation for **temporary total disablement** shall be deducted from any subsequent compensation payment for death, **loss of limb, loss of sight, permanent total disablement** that follows from the same cause.
- A person identified as insured in the **schedule** shall as often as required submit to a medical examination on **our** behalf at **our** expense and in the case of death we shall be entitled to have a post mortem examination at **our** expense.

# Employers' Liability Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

- 1. We will pay all amounts which you will become legally liable to pay as damages in respect of accidental **bodily injury** caused during the **period of insurance** to any **employee** if such **bodily injury** arises out of and in the course of their employment by **you** in the **business****

  - a) within the **territorial limits** or
  - b) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**

### 2. Compensation for court attendance

**We will pay you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to a maximum amount as stated in the **schedule**.

### 3. Corporate Manslaughter

**We will pay you** in respect of

- a) legal costs and expenses incurred with **our** prior written consent and
- b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

**We will not be liable for**

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

### 4. Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount payable as shown in the **schedule**.

### 5. Health and Safety at Work etc. Act 1974

**We will pay you** and, at **your** request, any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

**We will not be liable for**

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.

# Employers' Liability Section

## What you are covered for:

### 6. Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
  - b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
  - c) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
  - d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
  - e) the owner of plant hired by **you** but only to the extent of the conditions of hire
  - f) any legal representative of any of the above in the event of their death
- for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

### 7. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** or the personal representatives of any **employee** in respect of **bodily injury** caused to the **employee** during the **period of insurance** and happening in connection with the **business** against any person or company operating from a premises within the **territorial limits** in any court within the **territorial limits** and remaining unsatisfied in whole or in part six months after the judgement **we** will at **your** request pay to the **employee** or the personal representatives of the **employee** the amount of damages and any awarded costs that remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this clause the **employee** or the personal representatives of the **employee** shall assign the judgement to **us**.

## Basis of claims settlement

The maximum amount payable in respect of

- a) accidental **bodily injury** to **employees**
- b) all legal costs recoverable from **you** by any claimant
- c) any other costs and expenses of litigation incurred with **our** written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy arising out of and in the course of employment in the **business** will not exceed
  - i) the maximum amount payable shown in the **schedule** for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
  - ii) the amount stated in the **schedule** as regards any other **bodily injury** in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

## What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

1. liability for **bodily injury** to any **employee** arising out of the ownership possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. liability arising from **bodily injury** or any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel.

# Employers' Liability Section

## Special Conditions

1. The insurance provided by this section is deemed to be in accordance with any law relating to compulsory insurance or liability to **employees** whilst employed in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.
2. **We** may at any time pay to **you** the amount of the maximum amount payable shown in the **schedule** less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
3. If this policy or this section is cancelled then any Certificate of Employers' Liability insurance issued by **us** is deemed to be cancelled at the same time.

# Public Liability Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

1. **We will pay you** for all amounts which **you** shall become legally liable to pay as damages in respect of
  - a) accidental **bodily injury** to any person
  - b) accidental loss or accidental destruction of or accidental damage to material property
  - c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property
  - d) wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person arising out of the ownership of the **premises** or in the course of the **business** and occurring
    - i) during the **period of insurance**
    - ii) within the **territorial limits**
    - iii) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**, provided such journey or visit is not for the purpose of performing manual work
2. **Compensation for court attendance**

**We will pay you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to a maximum amount as stated in the **schedule**.
3. **Contingent motor liability (non-owned vehicles)**

**We will pay you** for all amounts **you** become legally liable for the use of any motor vehicle in the course of the **business** anywhere within the **territorial limits**. Provided **we** will not be liable

  - a) for loss of or destruction of or damage to such vehicle or to goods being carried
  - b) for **bodily injury** to any person or loss of property arising while the vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle
  - c) in respect of liability more specifically insured under any other insurance
  - d) in respect of liability arising outside the **territorial limits**.
4. **Corporate Manslaughter**

**We will pay you** in respect of

  - a) legal costs and expenses incurred with **our** prior written consent, and
  - b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

  - i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
  - ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
  - iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
  - iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

**We will not be liable for**

  - i) any fines or penalties or the cost of implementing any remedial order or publicity order
  - ii) an appeal against any fines penalties remedial order or publicity order
  - iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
  - iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
  - v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
  - vi) costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
  - vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

# Public Liability Section

## What you are covered for:

### 5. Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability during any one **period of insurance** for damages to all parties insured shall not exceed the maximum amount payable shown in the **schedule**.

### 6. Data Protection Act 1998

**We** will pay **you** any amount which **you** become legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data (as defined in the act) held by **you** provided that **we** shall not be liable for

- a) the payment of fines and penalties
- b) the cost of replacing reinstating rectifying or erasing any personal data.

### 7. Defective Premises Act 1972

**We** will pay **you** any amount for which **you** shall become legally liable to pay during the **period of insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **you**.

**We** will not be liable

- a) if at the date of their disposal by **you** such buildings were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
- b) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- c) if **you** are entitled to payment under any other policy.

### 8. Health and Safety at Work etc. Act 1974

**We** will pay **you** and at **your** request any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.

### 9. Indemnity to other persons

**We** will pay at **your** request

- a) any of **your** directors, partners or **employees**
  - b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
  - c) any bona fide member of **your** organisation
  - d) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
  - e) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
  - f) the owner of plant hired by **you** but only to the extent of the conditions of hire
  - g) any legal representative of any of the above in the event of their death
- for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**. Provided that
- i) any person is not entitled to be paid under any other insurance
  - ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
  - iii) **we** shall retain the sole conduct and control of any claim
  - iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

# Public Liability Section

## What you are covered for:

### 10. Libel and Slander

**We** will pay **you** for any amount **you** become legally liable for claims made during the **period of insurance** arising from any act of libel or slander committed in good faith by **you** during the **period of insurance** in the course of the **business**  
Provided that

- a) **our** liability shall apply solely to **you** in house publications including websites and trade publications
- b) **our** liability shall not exceed the amount shown in the **schedule** in any one **period of insurance**.

### 11. 11 Overseas Personal Liability

**We** will pay **you** or at **your** request any director or partner or any **employee** or spouse of such person in respect of any amount for which they shall be legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**.

This shall not apply in respect of

- a) ownership or occupation of land and buildings
- b) any person referred to above who is entitled to payment under any other policy.

### 12. Premises leased, hired, rented or in custody or control

**We** will pay **you** any amount **you** become legally liable for following **damage** to premises including fixtures and fittings leased, hired or rented to **you** or those in **your** custody or control.

**We** shall not be liable for legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract.

### 13. Financial Loss

**We** will indemnify **you** against legal liability for damages and claimants' costs and expenses in respect of any claim for **financial loss** first made against you during the **period of insurance**.

Provided that **our** liability in respect of all claims made against **you** during any one **period of insurance** including costs and expenses incurred with **our** consent in the defence and settlement of any claims shall not exceed £500,000 in the aggregate.

Subject otherwise to the terms exclusions and conditions of this policy.

## What you are not covered for:

1. **financial loss** resulting from **bodily injury** loss or **damage** to property or obstruction trespass nuisance or interference with any easement of air light water or way
2. liability caused by or arising from actual or alleged breach of duty breach of trust breach of contract neglect misstatement misleading statement or other act of fraud or dishonesty done or wrongfully attempted by **you** or any of **your** directors or officers in his or her capacity as such
3. liability resulting from libel slander deceit injurious falsehood or infringement of plans copyright patent trade name trade mark or registered design
4. liability arising from the non-performance or non-completion or delay in completion of any contract or agreement
5. the cost of removal repair recovery alteration replacement demolition breaking out dismantling making good or recall of any materials goods or other property supplied installed or erected by **you** or on **your** behalf
6. liability arising out of any professional act error omission or advice given separately for a fee
7. claims arising out of the conscious or intentional disregard by **you** or **your** technical or administrative management of the need to take all reasonable steps to prevent such **financial loss**
8. claims which arise out of any circumstances notified to previous insurers or circumstances known to **you** at the inception of this extension which may give rise to a claim for **financial loss**
9. liability to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties

### 14. Indemnity to members

**We** will indemnify at **your** request any member of the insured club, or any legal representative of such member in the event of their death, against legal liability in respect of which **you** would have been entitled to indemnity under this section if the claim had been made against **you**.

Provided that

- a) any person indemnified is not entitled to indemnity under any other insurance
- b) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy so far as they can apply
- c) **we** will retain the sole conduct of any claim
- d) **our** maximum liability in the aggregate for damages to **you** and any such member shall not exceed the Limit of liability

# Public Liability Section

## Maximum amount payable

The maximum amount payable under this section for any occurrence giving rise to any one claim or series of claims arising out of one cause will not exceed the amount shown in the **schedule** or £5,000,000 (whichever is the lesser), for any occurrence which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**

**We** will also pay

- a) all legal costs recoverable from **you** by the claimant
- b) any other costs and expenses of litigation incurred with **our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

## What you are not covered for:

**We** will not pay for claims made under this section of the policy in respect of:

1. **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
2.
  - a) loss or destruction of or damage to property
  - b) **bodily injury** sustained by any person arising from the ownership, possession or use by **you** or on **your** behalf of:
    - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
    - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
    - iii) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under Cover 3 - Contingent motor liability of this section
3. loss or destruction of or damage to
  - a) property owned by or leased, hired or rented to **you** other than as insured under Cover 12 - Premises leased, hired, rented or in custody or control, of this section
  - b) property belonging to **you** or held in **your** care, custody or control other than
    - i) personal property of directors, partners or **employees**
    - ii) the property of customers or visitors temporarily on or about the **premises**
    - iii) as insured under Cover 12 - Premises leased, hired, rented or in custody or control, of this section
4. legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
5. liability arising from or caused by
  - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
  - b) loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support
6. **products** other than food or drink sold or supplied for consumption by **your** directors, partners, **employees** or visitors
7. loss or destruction of or damage to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
8. loss or destruction of or damage to property which **you** or any of **your employees** are or have been working on
9. fines, penalties or liquidated, punitive or exemplary damages
10. the **excess** shown in the **schedule** for accidental loss or destruction of or accidental damage to material property only.

## Special Conditions

1. **We** may at any time pay to **you** in connection with any claim or series of claims
  - a) the maximum amount payable shown in the **schedule** less any amount already paid
  - b) any lesser amount for which such claim or claims can be settled

**we** shall then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.



# Products Liability Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for:

1. **We** will pay **you** for all amounts which **you** shall become legally liable to pay as damages in respect of

- a) accidental **bodily injury** to any person
- b) accidental loss or destruction of or accidental damage to material property occurring during the **period of insurance** and caused by **products** anywhere in the world.

2. **Compensation for court attendance**

**We** will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to a maximum amount as stated in the **schedule**.

3. **Consumer Protection and Food Safety Acts – Legal Defence Costs**

**We** will pay **you** and at **your** request any director partner or **employee** of **yours** legal costs incurred with **our** written consent in connection with the defence of proceedings or an appeal against conviction arising from such proceedings brought for a breach of the Consumer Protection Act 1987 and the Food Safety Act 1990 committed or alleged to have been committed in the course of the **business** during the **period of insurance**

Provided that **we** shall not be liable for:

- a) the payment of fines or penalties
- b) proceedings or appeals in respect of deliberate acts or omissions
- c) costs and expenses insured by any other policy.

4. **Corporate Manslaughter**

**We** will pay **you** in respect of

- a) legal costs and expenses incurred with **our** prior written consent and
- b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

**We** will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee** of **yours**
- vi) costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands

5. **Cross liabilities**

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability during any one **period of insurance** for damages to all parties insured shall not exceed the maximum amount payable shown in the **schedule**.

# Products Liability Section

## What you are covered for:

### 6. Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- c) any bona fide member of **your** organisation
- d) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- e) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- f) the owner of plant hired by **you** but only to the extent of the conditions of hire
- g) any legal representative of any of the above in the event of their death for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

## Maximum amount payable

The maximum amount payable under this section for all damages payable as a result of all occurrences during any one **period of insurance** will not exceed the amount shown in the **schedule** or £5,000,000 (whichever is the lesser), for any occurrence which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**

We will also pay

- a) all legal costs recoverable from **you** by the claimant
- b) any other costs and expenses of litigation incurred with **our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

## What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

1. **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
2. legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
3. legal liability arising from or caused by
  - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
  - b) the making up, sale or supply of any drug or medical preparation normally obtainable on prescription from a medical practitioner
  - c) the making up sale or supply of animal feeds, seeds, fertilisers, insecticides, or pesticides.
4. loss or destruction of or damage to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
5. **products** which with **your** knowledge are exported directly or indirectly to the United States of America or Canada
6. any **products** which with **your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
7. any **products** which with **your** knowledge are to be used in the motor industry other than those not affecting the driver and/ or passenger safety, acceleration, steering or braking of the vehicle
8. fines, penalties or liquidated, punitive or exemplary damages
9. liability caused by or arising from any action brought against **you** in any country not being a member of the European Union where **you** have a branch or a parent or a subsidiary company or is represented by a person or company holding **your** Power of Attorney
10. the **excess** shown in the **schedule** for accidental loss or destruction of or accidental damage to material property.

# Products Liability Section

## Special Conditions

1. **We** may at any time pay to **you** in connection with any claim or series of claims
  - a) the maximum amount payable shown in the **schedule** less any amount already paid
  - b) any lesser amount for which such claim or claims can be settled**we** shall then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.

# Legal Expenses Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

This is **your** Commercial Legal Expenses section, which is underwritten by DAS Legal Expenses Insurance Company Limited.

## Definitions

For the purpose of this Legal Expenses section the following definitions will apply:

<b>appointed representative</b>	The <b>preferred law firm</b> , law firm, <b>tax consultancy</b> , accountant or other suitably qualified person <b>we</b> will appoint to act on the <b>insured person's</b> behalf
<b>business</b>	As shown in the <b>schedule</b>
<b>business premises</b>	Any risk address as shown in the <b>schedule</b>
<b>costs and expenses</b>	<ul style="list-style-type: none"><li>(a) All reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>us</b> in accordance with the <b>DAS Standard Terms of Appointment</b>.</li><li>(b) The costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them, or the <b>insured person</b> pays them with <b>our</b> agreement</li></ul>
<b>countries covered</b>	<ul style="list-style-type: none"><li>(a) For <b>insured incidents Legal defence</b> (excluding <b>5. Statutory notice appeals</b> and <b>7 Disciplinary Hearings</b>) and <b>Personal injury</b>. The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey</li><li>(b) For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands</li></ul>
<b>DAS Standard Terms of Appointment</b>	The terms and conditions (including the amount <b>we</b> will pay to an <b>appointed representative</b> ) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an <b>appointed representative</b> the amount is currently £100 per hour. This amount may vary from time to time
<b>date of occurrence</b>	<ul style="list-style-type: none"><li>(a) For civil cases (other than under <b>insured incident Tax Protection</b>), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the <b>date of occurrence</b> is the date of the first of these events. (This is the date the event happened, which may be before the date <b>you</b> or an <b>insured person</b> first became aware of it).</li><li>(b) For criminal cases, the date the <b>insured person</b> began, or is alleged to have begun, to break the law.</li><li>(c) For <b>insured incident Statutory licence appeal</b>, the date when <b>you</b> first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel <b>your</b> licence, mandatory registration or British Standard Certificate of Registration.</li><li>(d) For <b>insured incident Tax Protection</b>, the date when HM Revenue &amp; Customs, or the relevant authority, first notifies <b>you</b> of its intention to carry out an enquiry. For <b>VAT</b> or <b>employer compliance disputes</b>, the date the dispute arises during the <b>period of insurance</b> following the issue of an assessment, written decision or notice of a civil penalty.</li><li>(e) For <b>insured incident Legal Defence 5. Statutory notice appeals</b>, the date when the <b>insured person</b> is issued with the relevant notice and has the right to appeal</li></ul>
<b>employee</b>	Any person under a contract of employment with <b>you</b>
<b>employer compliance dispute</b>	A dispute with HM Revenue & Customs concerning <b>your</b> compliance with Pay As Your Earn, Social Security, Construction Industry or IR35 legislation and regulations
<b>insured incident</b>	As specified under " <b>Insured Incidents We Will Cover</b> " in the Legal Expenses section of this policy
<b>insured person</b>	<b>You</b> and the directors, partners, managers, <b>employees</b> and any other individuals declared to <b>us</b> by <b>you</b>
<b>period of insurance</b>	The period for which <b>we</b> have agreed to cover the <b>insured person</b>

# Legal Expenses Section

## preferred law firm or tax consultancy

A law firm, barristers' chambers or tax expert **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**

## reasonable prospects

- (a) For civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** or **tax consultancy** on **our** behalf, will assess whether there are **reasonable prospects**.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%

## tax enquiry

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

- (i) includes a request to examine any aspect of **your** books and records; or
- (ii) advises of a check of **your** whole tax return

## VAT dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs

## we, us, our, DAS

DAS Legal Expenses Insurance Company Limited

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

To make sure that **you** get the most from **your DAS** cover, please take time to read this section which explains the contract between **us**. Please take care in following the procedures throughout the section and particularly those applying to the **Employment Disputes and Compensation Awards cover**.

If **you** have any questions or would like more information, please contact **your** insurance adviser.

### Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0344 893 0859**. **We** will ask **you** about **your** legal issue and if necessary call back to give legal advice.

### Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone **us** on **0344 893 0859** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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

**We** agree to provide the insurance described in this section for the **insured person** in respect of any **insured incident** arising in connection with the **business** shown in the **schedule** provided that:

- (a) **reasonable prospects** exist for the duration of the claim
- (b) the **date of occurrence** of the **insured incident** is during the **period of insurance**
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
- (d) the **insured incident** happens within the **countries covered**.

# Legal Expenses Section

## What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an **insured incident**, and any compensation awards that **we** have agreed to, provided that:

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in the **schedule**
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a **law firm** (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist, and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award
6. in respect of **Legal Defence 6. Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court or tribunal pays.

## What we will not pay

1. In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
2. The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

## Insured Incidents We Will Cover:

### Employment Disputes and Compensation Awards

#### 1. Employment Disputes

**Costs and expenses** to defend **your** legal rights:

- (a) before the issue of legal proceedings in a court or tribunal:
  - (i) following the dismissal of an **employee**; or
  - (ii) where an **employee** or **ex-employee** has contacted ACAS to commence the Early Conciliation procedure; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to:
  - (i) a contract of employment with **you**; or
  - (ii) an alleged breach of the statutory rights of an **employee**, **ex-employee** or prospective **employee** under employment legislation.

## What is not covered

A claim relating to the following:

- (1) a dispute where the cause of action arises within the first 90 days of the start of this section
- (2) a dispute with an **employee** under a written or oral warning (formal or informal) within 180 days immediately before the start of this section if the **date of occurrence** was within the first 180 days of the start of this section
- (3) redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section
- (4) damages for personal injury or loss of or damage to property
- (5) Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

# Legal Expenses Section

## 2. Compensation Awards

We will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation following a breach of **your** statutory duties under employment legislation in respect of a claim **we** have accepted under **insured incident 1**.

Provided that

- (a) In cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
  - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - (iii) sought and followed advice from **our** legal advice service (**Telephone 0117 934 0192**).
- (b) 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 when **you** should have known about the employment dispute (**Telephone 0117 934 0192**).
- (c) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department prior to serving notice of redundancy (**Telephone 0117 934 0192**).
- (d) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

*Please note that the total of compensation awards payable by **us** is £1,000,000 in any one **period of insurance**.*

## What is not covered

- (1) Any compensation award relating to the following:
  - (a) trade union activities, trade union membership or non-membership;
  - (b) pregnancy or maternity rights, paternity, parental or adoption rights;
  - (c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - (d) statutory rights in relation to trustees of occupational pension schemes.
- (2) Non-payment of money due under a contract of employment or statutory provision.
- (3) Any award ordered because **you** have failed to provide relevant records to **employees** under National Minimum Wage legislation.
- (4) Any compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- (5) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

## 3. Employee Civil Legal Defence

**Costs and expenses** to defend the **insured person's** (other than **you**) legal rights if an event arising from their work as an **employee** leads to civil action being taken against them:

- (a) under legislation for unlawful discrimination; or
- (b) as trustee of a pension fund set up for the benefit of **your employees**.

*Please note that **we** will only provide cover for an **insured person** (other than **you**) at **your** request.*

## 4. Service Occupancy

**Costs and expenses** to pursue a dispute with an **employee** or ex-**employee** to recover possession of premises owned by **you** or for which **you** are responsible.

## What is not covered

Any claim relating to defending **your** legal rights other than defending a counter-claim.

### Legal Defence

**Costs and expenses** to defend the **insured person's** legal rights:

#### 1. Criminal pre-proceedings cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence.

#### 2. Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction. **Provided that:** for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the act applies.

*Please note **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the **schedule**.*

# Legal Expenses Section

## 3. Data protection and Information Commissioner registration

- (a) If civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998 provided **you** were registered with the Information Commissioner at the time of the insured incident.
- (b) In an appeal against the refusal of the Information Commissioner to register **your** application for registration.  
*Please note **we** will not cover the cost of fines imposed by the Information Commissioner.*

## 4. Wrongful arrest

If civil action is taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

## 5. Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

## 6. Jury service and court attendance

An **insured person's** absence from work:

- (a) to perform jury service
- (b) to attend any court or tribunal at the request of the **appointed representative**.

The maximum **we** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

## 7. Disciplinary hearing

**We** will represent the **insured person** at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

Provided that for each of the above sections of **Legal defence** cover **you** request **us** to provide cover for the **insured person**.

## What is not covered

A claim related to the following:

- (1) any criminal investigation or enquiry by, or on behalf of HM Revenue & Customs
- (2) prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
- (3) an appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration
- (4) a Statutory Notice issued by an **insured person's** regulatory or governing body.

## Statutory licence appeal

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

## What is not covered:

Any claim relating to the following:

- (1) assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
- (2) the ownership, driving or use of a motor vehicle.

## Contract Disputes

A contractual dispute arising from an agreement or an 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 that:

- (a) The amount in dispute exceeds £500 (incl VAT). If the amount in dispute exceeds £5,000 (incl VAT), **you** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.
- (b) If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
- (c) If the dispute relates to money owed to **you**, a claim under this section is made within 90 days of the money becoming due and payable.



# Legal Expenses Section

## What is not covered:

- (1) A dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
- (2) Any claim relating to the following:
  - (a) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim).;
  - (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters.
  - (c) a loan, mortgage, pension, guarantee or any other financial product and choses in action;
  - (d) a 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.
- (3) A dispute with an **employee** or **ex-employee** which arises out of, or relates to, a contract of employment with **you**.
- (4) A dispute which arises out of the:
  - (a) sale or provision of computer hardware, software, systems or services; or
  - (b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.
- (5) A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- (6) The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

## Tenancy disputes:

**Costs and expenses** to pursue **your** legal rights in a dispute between **you** and **your** landlord relating to premises leased or rented by **you**.

## What is not covered

Any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

## Debt recovery:

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a) the debt exceeds £500 (incl VAT)
- (b) a 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 judgement if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgement.

## What is not covered

A claim relating to the following:

- (1) any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section
- (2)
  - (a) the settlement payable under an insurance policy
  - (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
  - (c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
  - (d) a 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
- (3) a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
- (4) the recovery of money and interest due from another party where the other party indicates that a defence exists
- (5) any dispute which arises from debts **you** have purchased from a third party.

## Property Protection

A civil dispute relating to material property which is owned by **you**, or is **your** responsibility, following:

1. any event which causes physical damage to such material property; or
2. a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
3. a trespass

Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.

# Legal Expenses Section

## What is not covered

A claim relating to the following:

- (1) a contract **you** have entered into;
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**;
- (4) mining subsidence;
- (5) defending **your** legal rights but **we** will cover defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the business of selling motor vehicles);
- (7) the enforcement of a covenant by or against **you**.

## Personal Injury

At **your** request, **we** will pay **costs and expenses** for an **insured person** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

## What is not covered

Any claim relating to the following:

- (1) any illness or bodily injury that happens gradually;
- (2) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
- (3) defending an **insured person's** or their family members' legal rights other than in defending a counter-claim;
- (4) clinical negligence.

## Tax Protection

**Costs and expenses** for an **appointed representative** following:

1. A **tax enquiry**
2. An **employer compliance dispute**
3. A **VAT dispute**.

### **Provided that:**

**you** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

*Please note **we** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the **schedule**.*

## What is not covered

- (1) Any claim relating to a tax avoidance scheme
- (2) Any failure to register for Value Added Tax or Pay As You Earn.
- (3) Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
- (4) Any claim relating to import or excise duties and import VAT.
- (5) Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

# Legal Expenses Section

## What is not covered by this Section

1. Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before **our** written acceptance of a claim.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards as covered under **insured incidents Employment Disputes and Compensation Awards and Legal Defence**.
4. Legal action an **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**.
5. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
7. Any **insured incident** deliberately or intentionally caused by an **insured person**.
8. A dispute with DAS Legal Expenses Insurance Company Limited and/or Covea Insurance plc not otherwise dealt with under Condition 8.
9. Any claim relating to a shareholding or partnership share in the **business** shown in the **schedule**.
10. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Any claim where either at the start of or during the course of a claim, **you**:
  - (a) are declared bankrupt
  - (b) have filed a bankruptcy petition
  - (c) have filed a winding-up petition
  - (d) have made an arrangement with **your** creditors
  - (e) have entered into a deed of arrangement
  - (f) are in liquidation
  - (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
12. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
13. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
14. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

# Legal Expenses Section

## Conditions which apply to the whole Section

1. (a) On receiving a claim, if representation is necessary, we will appoint a **preferred law firm or tax consultancy** as your **appointed representative** to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
  - (b) If the appointed **preferred law firm or tax consultancy** cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may choose a law firm or tax expert to act as the **appointed representative**. We will choose the **appointed representative** to represent you in any proceedings where we are liable to pay a compensation award.
  - (c) If you choose a law firm as your **appointed representative** who is not a **preferred law firm or tax consultancy**, we will give your choice of law firm the opportunity to act on the same terms as a **preferred law firm or tax consultancy**. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount we will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
  - (d) The **appointed representative** must co-operate with us at all times and must keep us up to date with the progress of the claim.
2. An **insured person** must:
    - (a) co-operate fully with us and the **appointed representative**;
    - (b) give the **appointed representative** any instructions that we ask you to.
3. (a) An **insured person** must tell us if anyone offers to settle a claim and must not negotiate or agree to any settlement without our written consent.
  - (b) if an **insured person** does not accept a reasonable offer to settle a claim, we may refuse to pay further **costs and expenses**.
  - (c) We may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow us to take over and pursue or settle a claim in their name. An **insured person** must allow us to pursue at our own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give us all the information and help we need to do so.
4. (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if we ask for this.
  - (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that we have to pay and must pay us any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover we provide will end at once, unless we agree to appoint another **appointed representative**.
6. If an **insured person** settles a claim or withdraws their claim without our agreement, or does not give suitable instructions to the **appointed representative**, we can withdraw cover and will be entitled to reclaim any **costs and expenses** we have paid.
7. We may require you to get, at your own expense, an opinion from an expert, that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.
8. If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure and you are a small business, you can contact the Financial Ombudsman Service for help. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by you and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide.
9. An **insured person** must:
    - (a) keep to the terms and conditions of this section
    - (b) take reasonable steps to avoid and prevent claims
    - (c) take reasonable steps to avoid incurring unnecessary costs
    - (d) send everything we ask for in writing, and
    - (e) report to us full and factual details of any claim as soon as possible and give us any information we need.
10. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.
11. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where your business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

# Legal Expenses Section

## Data protection

To provide and administer the legal advice service and legal expenses insurance **we** must process the personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send this information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group.. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. **We** will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** Head Office address below.

## How to make a complaint

**We** always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** DAS Head Office address

### **DAS Head and Registered Office:**

**DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

Registered in England and Wales, number 103274. Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### **DAS Law Limited Head and Registered Office:**

**DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL**

Registered in England and Wales, number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). Or **you** can phone **us** on **0344 893 9013** or email **us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied and are a small business **you** can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**

**You** can also contact them on: **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123** or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Your** complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**

You can also contact them by telephone on **0300 555 0333** or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Using this service does not affect **your** right to take legal action.

# Trustee Liability Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## Important notice – please read carefully

This is **your** Trustee Liability section, it is subject to the General Conditions and General Exclusions detailed in **your** policy wording.  
THIS IS A CLAIMS MADE AND CIRCUMSTANCE NOTIFIED INSURANCE

## Definition and Interpretations

For the purposes of this Trustee Liability section the following definitions will apply. Wherever they appear, whether they are used in the plural or singular form, they are deemed to have the meaning set out below.

Any other words or expressions which appear in bold in this Trustee Liability section shall have the meaning set out in “Definitions” in your policy on pages 11 to 17.

<b>claim</b>	any written demand for monetary damages or non-monetary relief, any civil proceedings, any criminal proceedings or any formal administrative or regulatory proceeding, <b>formal investigation</b> or <b>health and safety investigation</b> against an <b>insured</b> for a <b>wrongful act</b> ; more than one <b>claim</b> arising out of the same <b>wrongful act</b> shall be deemed to constitute a single <b>claim</b> first made at the time the earliest such <b>claim</b> was deemed first made.
<b>company</b>	the company stated in the <b>schedule</b> and shall include all <b>subsidiaries</b> .
<b>documents</b>	any documents or computer system records which are the property of the company or are in the <b>company's</b> care, custody or control, or for which the <b>company</b> is legally responsible. Documents shall not mean bearer bonds, coupons, bank currency notes or other negotiable instruments.
<b>defence costs</b>	all reasonable and necessary fees and expenses which, with the prior written consent of <b>us</b> (such consent not to be unreasonably withheld), are incurred in the investigation, negotiation of settlement, defence or appeal of any <b>claim</b> .
<b>formal investigation</b>	the legally required attendance by an <b>insured person</b> at any official investigation, examination, inquiry or other similar proceeding into the conduct of such <b>insured person</b> in relation to the affairs of the <b>company</b> .
<b>health and safety investigation</b>	any official investigation, examination, inquiry or other similar proceeding arising from alleged involuntary manslaughter, constructive manslaughter or gross negligence manslaughter or a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in any jurisdiction
<b>insured</b>	the <b>company</b> and <b>insured person</b> .
<b>insured person</b>	any natural person who was, now is, or may hereafter become a director, officer, governor, governing body or governing committee member or trustee of the <b>company</b> . <b>Insured person</b> shall also include an employee of, or volunteer working for the <b>company</b> . External auditors appointed in accordance with Section 384 of the Companies Act 1985, liquidators, receivers or administrators are not <b>insured persons</b> .
<b>loss</b>	damages, judgments (including the award of pre-judgment and post-judgment interest and the award of claimant's costs) for which the <b>insured</b> is legally liable resulting from a <b>claim</b> , settlements entered into with <b>our</b> prior written consent (such consent not to be unreasonably withheld), punitive, aggravated or exemplary damages or civil fines or penalties and <b>defence costs</b> . Loss does not include taxes, criminal fines or penalties or any <b>claim</b> arising as a result thereof, or any <b>claim</b> deemed uninsurable by law.
<b>pollutant</b>	including but not limited to, any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, nuclear, or radioactive material, chemicals and waste. Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

# Trustee Liability Section

## **pollution**

the actual, alleged, or threatened discharge, release, escape, disposal of, or exposure to, **pollutant**, or any request, direction or order that the **insured** tests for, monitors, cleans up, removes, contains, treats, detoxifies, neutralises or in any way responds to or assesses the effect of **pollutant**, or any voluntary decision or omission to do so.

## **professional services claim**

any **claim** against the **insured** arising out of the professional services which are provided by the **company** in the course of its business, operations or activities.

## **related claim**

all **claims** based on, arising out of, attributable to, or in any way involving the same or related facts, circumstances, situations, transactions, events or series of or the same or related facts, acts, circumstances, situations, originating cause, transactions or events shall be regarded as one claim.

## **subsidiary**

any entity in respect of which the **company**, at the commencement of the **period of insurance**

- i) controls the composition of the board of directors or trustees, or
- ii) controls more than half the voting power, or
- iii) holds more than half of the issued share capital, or
- iv) any joint venture or entity over which the **company** directly or indirectly exercises management control.

## **takeover**

the:

- i) acquisition by another entity or person, or group of entities or persons acting in concert, of 50% or more of the issued share capital of the **company**, or
- ii) merger of the **company** into another entity such that the **company** is not the surviving entity

## **wrongful act**

any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of trust or breach of duty committed or attempted by an **insured** in their capacity as such.

## **you, your, yours**

shall have the same meaning as **insured**.

# Trustee Liability Section

## What you are covered for:

### 1. Individual Liability

We shall pay on behalf of **insured persons loss** arising from any **claim** for a **wrongful act** which is first made against **insured persons** during the **period of insurance**, if notice is provided to **us** in accordance with the terms of this coverage section, except when and to the extent that the **company** has indemnified the **insured persons**.

### 2. Organisation Reimbursement

We shall pay on behalf of the **company loss** arising from any **claim** for a **wrongful act** which is first made against **insured persons** during the **period of insurance**, if notice is provided to **us** in accordance with the terms of this coverage section, but only when and to the extent it shall be lawful for the **company** to indemnify the **insured persons**.

### 3. Organisational Liability

We shall pay on behalf the **company loss** arising from any **claim** which is first made against the **company** during the **period of insurance**, if notice is provided to **us** in accordance with the terms of this coverage section. In respect of a **professional services claim** against the **company** under this clause, a sub-limit of £100,000 will apply.

### 4. Legal Representation Expenses

We shall pay on behalf of the **insured** any reasonable and necessary fees, costs, expenses or related professional fees incurred by or on behalf of the **insured**, with **our** prior written consent, in connection with a **formal investigation** or **health & safety investigation** first ordered or commissioned and notified to **us** during the **period of insurance**.

### 5. Loss of Documents

We shall pay on behalf of the **company** the reasonable and necessary costs and expenses incurred in replacing, restoring or reconstituting any **documents** which are lost, damaged or destroyed during the **period of insurance**.

Provided that:

- i) The total amount payable by **us** shall be the lesser of 10% of the limit of liability or a maximum aggregate sub limit of £25,000
- ii) an **excess** of £1,000 in respect of each and every **claim** shall apply.

### 6. Compensation for Court Attendance

In the event of legal advisors acting on behalf of the **insured**, with **our** consent, requiring any **insured person** to attend any court tribunal, arbitration, adjudication, mediation or other hearing as a witness in conjunction with a **claim** notified under this coverage section, **we** will pay £250 per person for each day attendance is required, up to the lesser of 10% of the limit of liability or a maximum aggregate sub limit of £100,000.

### 7. Crisis Costs

We shall indemnify the **company** for reasonable and necessary costs and expenses of a public relations firm or consultant, crisis management or law firm, which the **company** may engage with **our** written consent (such consent not to be unreasonably withheld) in order to prevent or limit adverse effects or negative publicity which it is anticipated may arise from a **claim** or **formal investigation**. Provided that the total amount payable by us shall be the lesser of 10% of the limit of liability or a maximum aggregate sub limit of £100,000.

### 8. Emergency Defence Costs

In the event that the **insured** is unable to reasonably obtain **our** prior written consent to incur **defence costs**, **we** shall retrospectively approve such costs, provided such costs are notified to **us** as soon as practicable.

Provided that the total amount payable by **us** shall be the lesser of 10% of the limit of liability or a maximum aggregate sub limit of £50,000.

### 9. Retired Trustees

If the **company** does not renew or replace this coverage section with any other policy, **we** shall provide an extension of this coverage section for 72 months from the end of the **period of insurance** to any **insured person** who voluntarily retired from the **company** during the **period of insurance** other than as a result of a **takeover** but only respect to a **wrongful act** committed by such **insured person** prior to their date of retirement.

### 10. Outside Trustee Liability

We shall pay on behalf of an **insured person** who at the specific request of the **company** was, is or becomes during the **period of insurance** a director, officer, trustee or equivalent status of any not for profit body, **loss** for a **claim** against them in respect of a **wrongful act** committed or attempted by such **insured person** in their respective capacities as directors, officers, trustees or equivalent positions of such not for profit body.

Provided that the cover provided under this extension applies in excess of any other indemnification provided by the not for profit body and any not for profit liability insurance.



# Trustee Liability Section

## What you are covered for:

### 11. Civil Fines & Penalties

We shall pay on behalf of **insured persons** any civil fine or penalty imposed by a United Kingdom regulator, disciplinary body, criminal authority, government body, government agency, official trade body or any other body that is empowered by United Kingdom statute to investigate the affairs of an **insured**, as a direct result of such person acting in their capacity as an **insured person** unless that civil fine is deemed uninsurable under law.

### 12. Personal Liability for National Insurance Contributions

We shall pay on behalf of **insured persons** a claim under section 121 (c) of the Social Security Administration Act 1992 for the total amount of any unpaid corporate contribution to the National Insurance Fund, but solely where such corporate contribution was not paid due to the financial insolvency of the **company**.

## Conditions which apply to the Trustee Liability section:

### 1. Limit of Liability

The limit of liability stated in the **schedule** shall be **our** maximum liability for **loss** arising from each **claim** and any **related claims** first made during the **period of insurance** for Individual Liability and Organisational Liability only. The limit of liability stated in the **schedule** shall be **our** maximum liability for **loss** arising from all **claims** and any **related claims** first made during the **period of insurance** for all other sections. **Our** liability for **loss** sustained or **loss** arising out of any one **claim** and any related **claims** sustained by any or all **insured** under this coverage section shall not exceed the limit of liability stated in the **schedule**.

### 2. Sub Limits

Any sub-limit specified in this coverage section shall be **our** maximum aggregate liability under such sub-limit irrespective of the number of **claims** under this coverage section, the amount claimed or the number of **insured's** named in any **claim**. Any sub-limit shall be part of and not in addition to the aggregate limit of liability shown in the **schedule**.

### 3. Notice of Claim

**You** shall, as a condition precedent to **our** liability, give **us** notice in writing of any **claim** as soon as reasonably possible and in any event within 30 days of the end of the **period of insurance**.

### 4. Notice of Circumstance

**You** shall, as a condition precedent to **our** liability, give **us** notice in writing of any circumstances which might reasonably be expected to give rise to a **claim** against an **you**, including the reasons for the anticipation of such **claim**, with full particulars as to dates and persons involved, as soon as reasonably possible. Any subsequent **claim** arising out of the notified circumstances shall be deemed to have been made at the time of notice to **us**.

### 5. Defence of Claims

- a) **You** shall, as a condition precedent to **our** liability, give **us** such information and co-operation as **we** reasonably require and shall not disclose to anyone the existence of this coverage section without **our** prior written consent, unless as a consequence of the requirements of the law.
- b) **You** shall, as a condition precedent to **our** liability, not admit liability for or attempt to settle any **claim** or incur **defence costs** without **our** written consent. **We** shall be entitled at any time to take over and conduct in **your** name the defence or settlement of any **claim** or to prosecute in **your** name for **our** own benefit any **claim** for payment indemnity or damages or otherwise against any third party. In any event no action shall be taken which might prejudice **us**.

### 6. Contest of Claims

- a) **You** shall not be required to contest any legal proceedings unless counsel (to be mutually agreed upon by **you** and **us**) shall advise that such proceedings should be contested.
- b) **We** shall be entitled to nominate a solicitor and, if appropriate, a barrister to represent **you**.

### 7. Allocation of Loss

**We** shall advance **defence costs** on an ongoing basis prior to the final payment or settlement of any **claim**. In the event that there is no cover under this coverage section, **you** shall repay such advanced payments made by **us** immediately and the limit of liability stated in the **schedule** shall be reduced by such amount until repaid to **us**.

With respect to those **claims** made which include both covered and uncovered **loss**, **you** and **we** agree to use our best efforts to determine a fair and proper allocation of the amount as between **you** and **us**.

If **you** and **we** cannot agree on allocation between covered and uncovered **loss** the matter shall be submitted to binding arbitration before a panel, which shall consist of one arbitrator selected by **you**, one arbitrator selected by **us** and a third arbitrator selected by the first two arbitrators.

# Trustee Liability Section

## Conditions which apply to the Trustee Liability section:

### 8. Territory

This coverage section shall apply to **claims** made and **wrongful acts** committed in the European Union.

### 9. Severability

- a) For the purpose of determining the applicability of any exclusions, the **wrongful act** of any **insured** shall not be imputed to any other **insured**.
- b) The proposal shall be construed as a separate application for each **insured** and no statements or knowledge possessed by any **insured** shall be imputed to any other **insured** to determine whether cover is available for such other **insured**.

### 10. Other Insurance

This coverage section shall apply excess of any other valid and collectable insurance.

### 11. Takeover

In the event of a **takeover** any coverage hereunder with respect to **loss** arising from a **claim** shall apply only to any **loss** by reason of **wrongful acts** committed by an **insured** prior to the date of such **takeover**.

### 12. Subrogation

In the event **we** make any payment under this coverage section, **we** shall be subrogated to all of **your** rights of recovery, including without limitation to the **insured person's** right to indemnification or advancement from the **company**. In no event shall the **insured** be entitled to recoup from recoveries any amount to satisfy any **excess** until after all amounts which **we** are required to pay or have paid under this coverage section are reimbursed to **us**. **We** will not exercise any subrogation rights against **you** unless it is established that **you** committed a deliberate criminal act or obtained any profit or advantage to which **you** were not entitled. **You** shall not do anything to prejudice **our** ability to assert such rights.

### 13. Notices

In the event of a **takeover** any coverage hereunder with respect to **loss** arising from a **claim** shall apply only to any **loss** by reason of **wrongful acts** committed by an **insured person** prior to the date of such **takeover**.

### 14. Governing Law & Jurisdiction

The construction, validity, performance and interpretation of this coverage section shall be governed by the laws of England and Wales, and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

# Trustee Liability Section

## What you are not covered for:

We shall not pay any **loss** in connection with any **claim**:

### 1. **Bodily Injury and/or Property Damage**

For any actual or alleged bodily injury, death, disease, emotional distress, mental anguish, injury, or defamation of any person, or damage to or destruction of any tangible property including loss of use thereof.

### 2. **Pollution**

Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **pollutant**, or any rectification or clean-up costs relating to any **pollutant** provided, however, that the **we** shall pay on behalf of **insured persons** **defence costs** incurred in any investigation, examination, inquiry, court of law or other proceedings ordered or commissioned in the first instance by any official body within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands in respect of any **wrongful act** related to a **pollutant**.

### 3. **Illegal Profits and/or Deliberate Acts**

- a) Arising from or in any way involving any actual dishonest, fraudulent or malicious act of **insured** in the event the foregoing is established by final adjudication by a court or tribunal or by formal written admission by such **insured**, or
- b) Arising from or in any way involving any **insured** gaining in fact any profit or advantage or receiving any remuneration to which they were not legally entitled in the event the foregoing is established by final adjudication by a court or tribunal or by formal written admission by such **insured**.

### 4. **Prior Circumstances**

Brought about by, or contributed to by, or consequent upon, any fact, circumstance or situation which has been the subject of any notice given under any insurance which was in force prior to the **period of insurance** or which was known about by the **company** or the **insured persons** prior to the **period of insurance** and might reasonably be expected to give rise to a **claim** but was not disclosed to **us** prior to inception of this coverage section.

### 5. **Pension Trustees**

For any actual or alleged violation of the responsibilities, obligations or duties imposed under the Pensions Act 1995, or any similar provision of any statutory, civil or common law or any other jurisdiction applicable to trustees, fiduciaries or administrators of any superannuation scheme, program, pension, or other employee benefit plan or trust.

### 6. **Breach of Contract**

For any actual or alleged breach of contract or agreement, either written or oral, except to the extent the **company** would be liable in the absence of such contract or agreement.

### 7. **Intellectual Property**

For any actual or alleged libel, slander, invasion of privacy, plagiarism, breach of copyright or trademark or infringement of patents, database rights, registered design or design rights.

### 8. **Sexual Conduct**

For any claim or circumstance or defence costs arising from actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not.

# Trustee Liability Section

## What you are not covered for:

We shall not pay any **loss** in connection with any **professional services claim**:

**1. Transportation or Property**

Based upon, arising out of or in any way involving the ownership, possession or use of any goods or property by or on behalf of the **company**.

**2. Supply of Goods**

Based upon, arising out of or in any way involving the manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, distributed or supplied, including the sale or supply of hardware or software by the **company**.

**3. Liquidated Damages**

In respect of liquidated damages or penalties due to liability assumed by the **company** under any contract or agreement where such liability would not have existed in the absence of such agreement or contract.

**4. Trading Losses**

Based upon, arising out of, or in any way involving debts, trading losses or trading liabilities incurred by or in relation to any business, activities or operations managed or carried on by **you** including loss of any client account or business.

**5. Legal Activities**

Based upon, arising out of, or in any way involving the provision of legal advice or assistance, or representation in connection with the application of the law or resolution of legal disputes.

**6. Bodily Injury/Property Damage**

based upon, arising out of, or in any way involving:

- a) any bodily injury, disease, illness (including mental stress) or death of any person or loss of or damage to property, or
- b) the provision of healthcare services by any healthcare professional, or
- c) the administration of drugs or medicines, or
- d) clinical trials, medicines, pharmaceutical products, medical devices, or surgical, medical or dental treatments or techniques.

# Endorsements and Conditions

The following endorsements apply only if they are shown in the schedule under the heading "Endorsements applicable"

## JOC001 Long Term Undertaking

It is hereby noted the General Condition – Long Term Undertaking is deemed to be included

## JOC002 Minimum Security Requirements

It is a condition precedent to **our** liability for any claim resulting from fire, theft or malicious damage, unless otherwise agreed in writing by **us** or as shown by endorsement in the **schedule**, that **you** must at all times ensure that the following protections be fitted to the under-mentioned doors, windows and other openings at the **premises**

### Doors

1. on timber final exit doors (excluding sliding doors):
  - a) if single leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate
  - b) if double leaf
    - i) on the first closing leaf, flush or barrel bolts, the latter at least 200mm (8") long, or key operated bolts, fitted top and bottom in every case
    - ii) on the second closing leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock
2. on all other external timber doors, and on internal timber doors giving access to any part of the premises not occupied solely by **you** or to any adjoining premises (excluding sliding and fire exit doors):
  - a) if single leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate or key operated mortice rack bolts fitted top and bottom
  - b) if double leaf
    - i) on the first closing leaf, flush or barrel bolts, the latter at least 200mm (8") long, or key operated locks or bolts, fitted top and bottom in every case
    - ii) on the second closing leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock
3. on external aluminium or UPVC doors (excluding sliding and fire exit doors), cylinder operated mortice deadlock and, if double leaf, flush bolts on the first closing leaf
4. on steel final exit doors and all sliding final exit doors, substantial padlocking bar and good quality close shackle padlock
5. on all other steel doors and all other sliding doors (excluding sliding patio doors), substantial padlocking bar and good quality close shackle padlock fitted externally, or substantial padlocking bar and good quality open shackle padlock fitted internally
6. on sliding patio doors, a manufacturer's patent key operated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door, or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed)
7. on all fire exit doors, panic bar and other security devices which comply with fire safety requirements

### Windows and other openings

8. on opening basement and ground floor windows and fanlights, and on other opening windows, fanlights and skylights which are accessible from roofs, balconies, canopies, fire escapes or downpipes:  
key operated window locks with the keys removed when in operation or  
solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart, securely fixed to the brickwork or masonry surrounding the window  
or  
internal wire mesh grilles securely fixed to surrounding brickwork, masonry or woodwork.

### Provided that

1. **you** will be deemed to have complied with these Minimum Security Requirements where the security described in paragraphs 1 to 8 above has been substituted with physical security recommended and installed by a professional locksmith or security contractor
2. paragraphs 1 to 8 above shall not apply where **you** have no control over the doors, windows and other openings
3. where a door is a designated fire exit **you** shall consult the Fire Officer of the nearest brigade before security devices are fitted.

# Endorsements and Conditions

## JOC003 Loss of Rent

Under the Property Damage Section the term of twelve months stated in the Basis of claims settlement for rent is amended to the term stated against this endorsement in the schedule.

## JOC004 Alarm Requirements

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

1. the **premises** is protected by an **intruder alarm installation** as agreed by **us**
2. the **intruder alarm installation** is maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or such other company as agreed by **us**
3. no alteration to or substitution of
  - a) any part of the **intruder alarm installation**
  - b) the procedures agreed by **us** for police authority or any other response to any activation of the **intruder alarm installation**
  - c) the maintenance contract
  - d) be made without written agreement by **us**
4. the alarmed **premises** is not left without at least one **responsible person** inside without agreement by **us**
  - a) unless the **intruder alarm installation** is fully operative including the communication method for signal transmission
  - b) if the police authority have withdrawn their response to alarm calls
5. all keys to the **intruder alarm installation** are removed from the **premises** while unattended
6. secrecy of the intruder alarm code is maintained and no such details are left on the **premises**
7. at least two **keyholders** are appointed and that their details are lodged with the alarm company and police authorities
8. in the event of receiving notification that the **intruder alarm installation** has been activated or the transmission signal interrupted, a **keyholder** must attend the **premises** as soon as reasonably possible and must not leave the **premises** without at least one **responsible person** remaining within, until paragraph 4 of this clause is complied with, unless specifically agreed by **us** in writing
9. if **you** receive notification:
  - a) that police authority attendance, in response to alarm signals or calls from the **intruder alarm installation**, may be withdrawn or the level of response reduced or delayed
  - b) from a local authority or magistrate imposing any requirement for abatement of nuisance
  - c) that the **intruder alarm installation** cannot be returned to or maintained in full and efficient working order **you** must advise **us** as soon as possible and in any event, no later than 10am of **our** next working day and comply with any subsequent requirements stipulated by **us**.

For the purposes of this Endorsement the following definitions will apply:

- keyholder** **you** or any person or keyholding company authorised by **you**, who is available at all times to accept notification of faults or alarm signals relating to the **intruder alarm installation** and attend and allow access to the **premises**
- responsible person** **you** or any person authorised by **you** to be responsible for the security of the **building**.

## JOC005 Unoccupancy conditions

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

1. all reasonable precautions are taken to ensure that the **premises** are secure against unauthorised entry, including:
  - i) securely locking and fastening all doors and windows
  - ii) all letter boxes are sealed
  - iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
2. all electrical, gas and water supplies are turned off at the mains other than those supplies connected to automatic sprinkler installations or isolated electrical circuits to lighting and alarm systems which remain in operation for security or fire protection purposes
3. all water tanks, apparatus, pipes and heating systems (other than those connected to automatic sprinkler installations) are drained down
4. any fuel supply to the **premises** is turned off at all stop points between the oil storage tank and the boiler
5. the **premises** are visited and inspected at least weekly internally and externally by a **responsible person** to ensure that:
  - i) no deterioration in the condition or state of repair of the **buildings** has occurred
  - ii) all physical security and alarm protections remain in full operation
  - iii) any deterioration or defects in the condition or state of repair of **buildings** and/or the security and alarm protection systems must be rectified, remedied or repaired immediately
6. all waste refuse and obsolete combustible materials are removed and taken away from the **premises**

For the purposes of this Endorsement the following definitions will apply:

- responsible person** **you** or any person authorised by **you** to be responsible for the security of the **building**.

# Endorsements and Conditions

## JOC006 Seasonal Closure

It is a condition precedent to **our** liability that during any period exceeding 14 consecutive days, when the premises are closed for normal club activities and the indoor facilities at the premises are not available for use by club members:

1. That the premises are heated by a conventional fixed central heating system to maintain a temperature of at least 5 degrees Centigrade.
2. That the **premises** are visited and inspected at least weekly internally and externally by a **responsible person** to ensure that:
  - i) no deterioration in the condition or state of repair of the **buildings** has occurred
  - ii) all physical security and alarm protections remain in full operation
  - iii) any deterioration or defects in the condition or state of repair of **buildings** and/or the security and alarm protection systems must be rectified, remedied or repaired immediately
3. That all waste refuse and obsolete combustible materials are removed and taken away from the **premises**

**We** will not pay for any **damage** caused by the perils stated against this endorsement in the **schedule**.

**Your excess** is amended in respect of the policy section(s) and to the amount shown against this endorsement and not as otherwise stated in the **schedule**.

For the purposes of this Endorsement the following definitions will apply:

**responsible person**                      **you** or any person authorised by **you** to be responsible for the security of the **building**.

## JOC007 Flat Roof Condition

It is a condition precedent to **our** liability for any claim resulting from storm that any flat roof shall have been inspected by a competent roofing contractor within the past 2 years. Evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by **us**.

## JOC008 Day One basis of reinstatement (non adjustable)

Where the item is noted as a declared value in the schedule it is subject to Day One and the following shall apply

1. the premium is based on the **declared value** as stated in brackets in the **schedule**
2. **you** must notify **us** of the **declared value** at the start of each **period of insurance**  
If **you** fail to notify **us** of the **declared value** at the start of each **period of insurance**, **we** will use the last **declared value** notified to **us** for the following **period of insurance**
3. If at the time of **damage** the **declared value** is less than the actual value of the **property insured**, arrived at in accordance with paragraph 1) of this clause, at the start of the **period of insurance**, **you** will be considered as being **your** own insurer for the difference and shall bear a proportionate share of the loss
4. The maximum amount **we** will pay in respect of each item of **property insured** is shown against that item in the **schedule**.

For the purposes of this Endorsement the following definition will apply:

**declared value**                      **your** assessment of the cost of reinstatement of the **property insured** arrived at in accordance with paragraph h) of the Property Damage Basis of claims settlement clause, at the level of costs applying at the start of the **period of insurance** (ignoring inflationary provisions which may apply subsequently) together with an allowance for

- a) the additional cost of reinstatement to comply with
  - i) European Union Legislation
  - ii) Act of Parliament
  - iii) Bye-Laws
- b) professional fees
- c) debris removal costs.

