

POLICY WORDING
PLEASE KEEP SAFE

Arranged by bowlers for bowlers



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Bowling Clubs Policy

This **policy** is a contract of insurance between **you** and **us** by which **we** agree to cover **you** in respect of the risks set out in the sections and sub-sections of this **policy** as shown on the **schedule**, subject to the terms, conditions and exclusions of this **policy** and in consideration of **you** paying or agreeing to pay the premium.

This **policy** is made up of a number of documents which must be read together. **You** should read carefully all documents that **we** have provided and contact **your agent** immediately if this **policy** does not meet **your** needs.

Important Notice

A fair presentation of all material facts and circumstances must be made to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this **policy** or lead to claims not being paid or being paid in part only.

Some examples of facts and circumstances which are material to **us** are shown below:

- **Who you are** – the legal entity that owns the **business**
- **Business status** – sole proprietor, partnership, limited liability partnership, limited partnership, limited company, trusteeship, committee, executors or charity as appropriate
- **Business premises** – construction type, security protections and also the rebuilding or replacement values applicable to the **property**
- **What you do** – the description of the **business** as shown on the **schedule**
- **Personal and business history** – the previous history relating to proprietors, **partners** or **directors** or their business that is provided to **us** e.g. previous bankruptcies, company liquidations, convictions, claims etc.

Other material facts will be shown on the statement of fact or proposal form. If there is any doubt or if clarification is required of what must be declared to **us**, please discuss this with **your agent**.

This **policy** does not cover maintenance of **your property**. That means **we** will not pay for the cost of wear and tear or routine maintenance. **We** expect **you** to properly maintain **your property**, but the cost of this remains **your** responsibility. **You** have a duty to keep **your property** safe, secure and in good repair, and take all practical steps to avoid loss or damage.

You should also take all reasonable care to prevent accidents or **injury**. In particular **you** should:

- keep all work equipment and premises in good and safe condition
- exercise care in the selection and management of **employees**
- comply with all statutory obligations and regulations imposed by any authority.

In addition, **you** should take all reasonable care to prevent the sale or supply of goods which are defective in any way

How to make a claim

If **you** need to make a claim under the Legal Expenses Section, **your** claim will be handled by **our** claims administrator who is:

ARAG plc
9 Whiteladies Road
Clifton
Bristol
BS8 1NN

You can request a claim form between 9.00am and 5.00pm Monday to Friday (except bank holidays) by telephoning **our** claims administrators on **0345 122 8930**.

You will be sent written acknowledgement within one working day of **your** claim form being received.

Within five working days of receiving all the information needed to assess the availability of cover under this section, **our** claims administrator will write to **you** either:

- confirming the appointment of a qualified representative who will promptly progress the claim for **you**, or
- if the claim is not covered, explaining in full why and whether **we** can assist in another way.

When a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to co-operate or a legal timetable is decided by the courts.

Do

- Notify **our** claims administrator as soon as possible of **your** claim.

Don't

- Instruct **your** own lawyer or accountant as **we** will not pay any costs incurred without **our** agreement.

For all other claims please contact **our** commercial claims department on **0345 122 3283**. The line is open 24 hours a day, 365 days a year. Alternatively, **you** can write to **us** at:

Commercial Claims Department
Ageas Insurance Limited
Ageas House
The Square
Gloucester Business Park
Brockworth
Gloucestershire
GL3 4FA

The claims handler will take full details of the claim and guide **you** through the next steps. Depending on the value and type of claim, the claims handler may seek help from a loss adjuster. Loss adjusters are independent claims experts who will visit **you** or a third party claimant to assist with the assessment of the claim.

Once **we** have been notified of a claim, **we** will tell **your agent**. The notification letter gives **your agent** the opportunity to become involved in the claim if either **you** or they wish. Once the claim has been settled, a letter is sent to **your agent** confirming settlement and the amounts paid.

Do

- Have details of **your** policy number ready when notifying **us**. **You** can find the policy number on the **schedule**.
- Report any incidence of theft or attempted theft or **damage** by malicious persons to the police immediately. **You** should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.

- Carry out temporary repairs to **your property** to prevent further loss. Please retain all invoices for work carried out. Remember, if **you** do not have **your own** contractor, call Business Emergency Assistance on **0345 122 8935** to arrange for an approved contractor to effect repairs, any time of the day or night.
- Notify **us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **we** are involved, the more opportunity **we** have to resolve the claim to **your** satisfaction. **You** must notify **us** within seven days if the incident relates to **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.
- Ensure that any letter or notice received is sent to **us** immediately unanswered and unacknowledged.
- **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.
- Any **injury** to an **employee** should be reported to **us** regardless of whether a formal claim has been made against **you**. **We** can then decide whether **we** need to investigate or provide advice to **you**.

Don't

- Dispose of any evidence or damaged items - **we** may wish to see them.
- Wait for estimates to be obtained for work to be carried out before notifying **us** of a claim.
- Admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property**.

Replacement service

We have a number of suppliers that can repair **your property** or replace items lost, stolen or damaged beyond repair. If one of **our** suppliers is used **you** will not need to obtain estimates and **we** will settle directly with the supplier. **You** will be responsible for payment of any applicable **excess**. **You** will be responsible for the payment of the Value Added Tax (VAT) element if **you** are VAT registered. **You** will be invoiced accordingly.

What we will need

If **your property** is lost, damaged or stolen, to consider the claim **we** will typically need:

- proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence
- any available photographs, taken before and after the event, showing the **property** would be useful.

If **you** are not using **our** replacement service **we** will also need:

- at least two estimates for the replacement of lost, damaged or stolen items
- if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the **damage**.

For some types of claim **we** may require evidence of:

- evidence of inspection and waste removal at the **premises**
- medical reports or similar evidence
- risk assessment and preventative measures in respect of **legionellosis**.

Helpline Services

As an Ageas policyholder with a current policy, you are automatically entitled to the following helpline services. To help us to check and improve our service standards calls are recorded.

Business Legal Advice – 0345 122 8931

This helpline is available 24 hours per day, seven days a week to provide confidential legal advice over the phone on:

- a) business-related legal problems
- b) personal legal matters (if the Family Legal Guard extension is shown on the schedule)

within the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland and the countries of the European Union.

UK Tax Advice – 0345 122 8931

This helpline is available between 9am and 5pm, Monday to Friday (except bank holidays) to provide confidential advice over the phone on any:

- a) tax matters affecting your business
- b) personal tax matters (if the Family Legal Guard extension is shown on the schedule)

within England, Scotland, Wales and Northern Ireland.

Redundancy Assistance – 0345 322 0176

This helpline is available between 9am and 5pm, Monday to Friday (except bank holidays) to provide specialist advice if **you** are planning redundancies within **your** business. This service offers document review and telephone or written advice and will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. If **you** opt to use this service a charge will be payable by **you**.

Crisis Communication – 0345 322 0175

This helpline is available 24 hours per day, seven days a week to provide help in responding to negative publicity or media attention which could affect **your** business. In advance of any actual adverse publicity, where possible, experts will provide initial advice for **you** to act upon. If **your** circumstances require professional work to be carried out at the time, **we** can help on a consultancy basis subject to **you** paying a fee. Where an event has led to actual publicity online, in print or broadcast, that could damage **your** business, **you** are insured against the costs of crisis communication services under Cover 12 – Crisis Communication (if the Legal Expenses Section is shown on the **schedule**) when **you** use this helpline.

Identify Theft Advice and Resolution Service – 0345 322 0177

This helpline is available between 8am and 8pm, seven days a week to **you** and the directors, partners and executive officers of **your** business to help keep **your** personal identities secure. Where identity theft is suspected, specialist caseworkers can help to restore UK credit ratings and correspond with card issuers, banks or other parties located in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man. Identity theft expenses are insured under Cover 11 – Executive Suite (if the Legal Expenses Section is shown on the **schedule**) when **you** use this helpline.

Business emergency assistance – 0345 122 8935

This helpline is available 24 hours per day, seven days a week to arrange help straight away if an unforeseen emergency causes damage to the **premises** or creates a health and safety hazard. We will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility, although if the damage is insured **you** will be able to make a claim for repair of the damage.

Confidential Counselling – 0345 122 8934

This helpline is available 24 hours per day, seven days a week for **employees** (including spouses, domestic or civil partners, relatives and dependants permanently living with them) who are suffering from emotional upset or feeling worried or anxious about a personal or work-related problem. Qualified counsellors will provide free confidential support and advice over the phone. Due to their sensitive nature counselling calls are not recorded.

Please do not use these helpline service numbers to report a claim.

These helpline services are provided on **our** behalf but not by **us**. **We** take no responsibility for the advice given or assistance given or for the failure of the helplines which may result from an exceptional event that is beyond the control of **us** and the helpline service provider.

What to do if you have a complaint

Should there ever be an occasion where **you** need to complain, **we** will do **our** best to address this as quickly and fairly as possible.

We will try to resolve **your** complaint as quickly as **we** can. If **we** are unable to do this, **we** will:

- write to **you** to acknowledge **your** complaint
- let **you** know when **you** can expect to receive a full response
- let **you** know who is dealing with the matter.

In most instances **we** will be able to address **your** complaint within the first few days of this being notified to **us**. On occasion, further investigation may be necessary, but **we** will provide **you** with a full written response to **your** complaint within eight weeks of notification.

If **your** complaint is about the way this **policy** was sold to **you**, please contact **your agent** to report **your** complaint.

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

Alternatively, for claims or any other type of complaint, **you** can write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/make-a-complaint (please include **your** policy number and claim number if appropriate).

Customer Services Adviser, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA

What to do if you are not happy with our response

In the unlikely event that **we** have not responded to **your** complaint within eight weeks, or **you** are not happy with **our** final response, **you** may be able to refer **your** complaint to the Financial Ombudsman Service but **you** must do so within six months of the date of **our** response.

You may refer **your** complaint to the Financial Ombudsman Service if **you** are a:

- micro-enterprise with an annual turnover or annual balance sheet of less than EUR2 million and fewer than 10 employees. For the purpose of this process, a micro-enterprise is defined as a business engaged in economic activity irrespective of the legal form, including but not limited to, self employed persons and family businesses, partnerships or associations
- small business that is not a micro-enterprise as defined above, with an annual turnover of less than £6.5 million and:
 - a fewer than 50 employees, or
 - b an annual balance sheet of less than £5 million
- charity with an annual turnover of less than £6.5 million
- trustee of a trust with a net asset value of less than £1.5 million
- guarantor and the complaint arises from matters relevant to their relationship with the **business**. For the purposes of this process, guarantor is defined as someone who is not a consumer and who has given a guarantee or security in respect of an obligation or liability of a micro-enterprise or small business, as defined above.

The Ombudsman is an impartial complaints service which is free for customers to use and taking **your** complaint to the Ombudsman does not affect **your** right to take **your** dispute to the courts.

You can find out more about how to complain to the Ombudsman online at www.financial-ombudsman.org.uk

Alternatively, you can write to them at:

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

By phone: **0800 023 4567**

By email: complaint.info@financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman won't have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme.

This depends on the type of insurance, the size of **your business** and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at **www.fscs.org.uk**.

Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website www.ageas.co.uk/privacy-policy or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk.

Your agent will have their own uses for **your** personal data, please ask **your agent** if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason **we** collect **your** personal and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your policy** such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Definitions

Words which appear in bold within this policy will have the meaning defined below. Some sections have their own set of definitions which are shown within the policy section.

Accident

Direct, physical **damage**:

- a) consisting of electrical or mechanical **breakdown**, including rupture or bursting caused by centrifugal force
- b) caused by an artificially generated electrical current, including electric arcing, which damages electrical devices, appliances or wires
- c) caused by **explosion** or **collapse** of **covered equipment** operating under steam or other fluid pressure
- d) caused by, or resulting from, any condition or event (not otherwise excluded) occurring inside hot water boilers or other water heating equipment, oil or water storage tanks or other **covered equipment** operating under steam or other fluid pressure
- e) caused by operator error that results in the overloading of **covered equipment**.

Additional Increase in Cost of Working

The additional expenditure necessarily 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** beyond that recoverable as **increase in cost of working**.

Agent

A person or company who advises **you** on insurance and represents **you** and acts on **your** behalf when arranging insurance policies.

Biomass or Biogas Installation

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.

Bodily Injury

Physical injury to the body caused by accidental, external, violent and visible means or exposure to the elements.

For Sub-Section E - Assault by Thieves of the Property Section only, bodily injury means:

Physical injury to the body caused by accidental, external, violent and visible means.

Breakdown

Breakdown of **covered equipment** consisting of:

- a) the actual breaking, failure, distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
- b) fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
- c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- d) **electronic derangement**.

Buildings

The buildings (including foundations, extensions and annexes) at the risk address shown on the **schedule** and unless otherwise stated, any item for the insurance of buildings includes:

- a) outbuildings and sub-stations within the boundaries of the **premises**
 - b) aerials, satellite dishes, security cameras and lights fixed to the exterior of the buildings
 - c) plant fixed to the exterior of the buildings providing air conditioning or climate control to the buildings
 - d) solar water heating, solar photovoltaic panels and wind turbines fitted to the buildings
 - e) fuel tanks and septic tanks connected to the buildings
 - f) ducting, pipes, cables, wires and control equipment incorporated in the buildings and extending to the public mains
 - g) walls, gates and fences around the **premises** and belonging to them
 - h) swimming pools, car parks, driveways, yards, roads, pavements, paths, steps, children's play areas, gangways and foundations
 - i) permanently fixed lighting, seating and other external structures within the boundaries of the **premises**
 - j) fixtures and fittings which are fixed to and form part of the fabric or structure of the building including fixed flooring (other than fitted carpets), central heating and alarm systems
- all owned by **you** or for which **you** are responsible excluding:
- i. glass, blinds and signs
 - ii. **tenants' improvements**.

Business

The business as shown on the **schedule** including:

- a) the ownership, repair and maintenance of the **premises**
- b) the provision of fire, security and ambulance services at the **premises**
- c) the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- d) the provision and management of canteen, sports, social, educational and welfare facilities by **you** for the benefit of **your employees**
- e) the performance of private work undertaken by **employees** for **you**, or with **your** consent, for any **director, partner** or **club official** of **yours**
- f) participation in exhibitions, trade shows and conferences as an exhibitor or attendee only.

Business Hours

The period during which the **premises** are occupied by **you** or a **director, partner, club official** or authorised **employee** for **business** purposes.

Business Money

Money held in connection with the **business** owned by **you** or for which **you** are responsible.

Claimants' Costs and Expenses

The costs incurred by someone making a claim against **you** which **you** are legally liable to pay.

Club Official

Any person elected, authorised or appointed to manage **your business**.

Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the **covered equipment** caused by crushing stress, by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

Computer Equipment

- a) electronic, computer or other data processing or storage equipment
- b) projectors, printers, scanners and other peripheral devices used in conjunction with equipment described in a above
- c) software and programs licensed to **you** and installed on equipment described in a above
- d) **portable computer equipment**.

Computer Media

All forms of electronic, magnetic and optical tapes and discs for use in any **computer equipment**.

Consequential Loss

Consequential or indirect loss (that is any **damage** or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:

- a) loss of revenue
- b) loss of earnings
- c) additional travel costs
- d) loss assessor fees
- e) the cost of preparing a claim
- f) compensation for stress or inconvenience.

Covered Equipment

Equipment owned by **you** or for which **you** are responsible at the **premises** and which:

- a) is built to operate under vacuum or pressure (other than the weight of its contents)
- b) generates, stores, transmits or converts energy
- c) is **computer equipment** excluding:
 - i. the supporting structure, foundation, masonry, brickwork or cabinet of **covered equipment**
 - ii. insulating or refractory material
 - iii. vehicles, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which is included, but not the actual vehicle)
 - iv. self propelled plant and equipment (other than fork lift trucks and pallet trucks used by **you** at the **premises**), dragline excavation or construction equipment
 - v. equipment manufactured by **you** for sale
 - vi. safety or protective devices due to their functioning
 - vii. tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal
 - viii. any electronic equipment (other than **computer equipment**) used for research, diagnostic, treatment, experimental or other medical or scientific purposes with a replacement value in excess of £30,000
 - ix. any **manufacturing, production or process equipment** including linked **computer equipment**
 - x. any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
 - xi. any kitchen and food preparation, laundry and cleaning equipment, audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is owned by **you** or for which **you** are responsible)
 - xii. any **biomass or biogas installation**
 - xiii. any **hydroelectric installation**.

Damage

Loss, destruction or damage.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata,

platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

Declared Value

Your assessment of the cost of reinstatement at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) or in the case of a variation to a sum insured, the effective date of the variation together with due allowance for:

- a) the additional cost of reinstatement to comply with statutory requirements as provided by Extension 4 Energy Efficiency Improvements and 20 Public Authorities to the Property Section
- b) professional fees as provided by Extension 2 Professional Fees to the Property Section
- c) removal of debris as provided by Extension 3 Removal of Debris to the Property Section.

Deferment Period

The first 14 consecutive days following **bodily injury** in which no benefit is payable.

Defined Peril

- a) Fire
 - b) Lightning
 - c) Explosion but not explosion of any non domestic steam pressure equipment under **your** control
 - d) Riot, civil commotion, labour or political disturbances
 - e) **Damage** by malicious persons
 - f) Earthquake or subterranean fire
 - g) Impact by:
 - i. aircraft and other flying objects or articles dropped from them
 - ii. vehicles, trains or trams
 - iii. animals or birds
 - iv. falling aerials, masts or satellite dishes
 - v. falling trees and branches
 - h) Storm
 - i) Flood
 - j) Escape of water from any water, drainage or heating system
 - k) Escape of oil from any fixed oil fired heating installation.
- For the purposes of Sub-Section J – Damage to Outdoor Playing Surfaces only, defined peril also includes:
- l) theft or attempted theft
- but excludes:
- l) Storm and Flood

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **systems**.

Director

A director of **you** where **you** are a limited company.

Electronic Derangement

Malfunction of the **computer equipment** or electronic circuitry controlling or operating the **covered equipment** that is not accompanied by visible **damage** and requires replacement of one or more insured components of the **covered equipment** in order to restore it to its normal operation excluding:

- a) the rebooting, reloading or updating of software or firmware
- b) the incompatibility of **covered equipment** with any software or equipment installed, introduced or networked within the previous 30 days

- c) the **covered equipment** being of insufficient size, specification or capacity.

Employee

Any:

- person under a contract of service or apprenticeship with **you**
- prospective employee who is being assessed as to their suitability for employment
- labour master (or labour only subcontractor) or person supplied by them
- self-employed person used for labour only
- person hired or borrowed by **you** from another employer including agency workers
- volunteer or voluntary worker
- trainee or person undertaking work for **you** under a work experience placement or a training, study or exchange scheme

whilst engaged by **you** in the course of the **business** and under **your** direct control or supervision.

Estimated Gross Profit

The amount declared to **us** by **you** as being not less than the anticipated **gross profit** for the financial year most concurrent with the **period of insurance** (increased proportionately where the maximum **indemnity period** exceeds 12 months).

Estimated Gross Revenue

The amount declared to **us** by **you** as being not less than the anticipated **gross revenue** for the financial year most concurrent with the **period of insurance** (increased proportionately where the maximum **indemnity period** exceeds 12 months).

Europe

The member countries of the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland.

Excess

The first amount of a claim **you** must pay.

Explosion

The sudden and violent rending of **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or 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

A pecuniary loss cost or expense incurred by any person, persons or corporate body other than **you**.

General Contents

The contents of the **buildings** used in connection with the **business** owned by **you** or for which **you** are responsible including:

- machinery, plant, equipment, trade utensils, tools, implements, fixtures and fittings
- patterns, models or moulds
- computer records, business books, manuscripts, plans and designs or other documents for an amount not exceeding £25,000 in respect of any one loss
- wines, spirits, tobacco and cigarettes kept for entertainment purposes up to a limit of £1,000 in respect of any one loss
- directors', partners', club officials' or employees' personal belongings**, clothing, pedal cycles and tools subject to a limit of £1,000 per person unless shown as a separate item on the **schedule**

but excluding:

- fixtures and fittings which are fixed to and form part of the fabric or structure of the building
- tenants' improvements**
- glass, blinds and signs
- money**
- computer equipment**
- stock** or **target stock**

- vii. **personal belongings** (other than as provided by e above)

viii. **sports equipment**

- ix. **valuables** (other than pictures and other works of art up to £500 in respect of any one item and up to £2,000 in respect of any one loss).

Gross Profit

The amount by which the sum of the **turnover** and the amount of the closing **stock** (and **target stock**) shall exceed the sum of the amount of the opening **stock** (and **target stock**) the amount of the **specified working expenses**.

Gross Revenue

The money paid or payable to **you** for **products supplied** and services provided in the course of the **business**.

Ground Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Hacking

Unauthorised access to any **system** whether owned by **you** or not.

Hydroelectric Installation

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 together with any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

Increase in Cost of Working

The additional expenditure necessarily 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**.

Indemnity Period

The period beginning with the occurrence of the **damage** and ending not later than the last day of the maximum indemnity period shown on the **schedule** during which the results of the **business** shall be adversely or positively affected in consequence of the **damage**.

Injury

Bodily injury, death, illness or disease.

Insured Person

You, a **director**, **partner**, **club official** or **employee**.

For the Personal Accident Section only

Any of **your** club members or **club officials**.

For the Legal Expenses Section only, insured person means:

- you**, a **director**, **partner**, manager, officer or **employee** of your **business**
- the estate, heirs, legal representatives or assigns of any persons mentioned in a above in the event of such person dying
- a person who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

In Transit

- being loaded on or into a **vehicle**
- being carried by a **vehicle**
- contained in or on a **vehicle** whilst parked or stationary during transit for a period not exceeding 24 consecutive hours
- being unloaded off or from a **vehicle** but not including positioning, installation, commissioning or erection subsequent to unloading.

Intruder Alarm System

The component parts of intruder alarm systems including the means of communication used to transmit signals.

Landslip

Downward movement of sloping ground.

Legionellosis

Accidental **injury** caused by the escape, discharge or release of legionella bacteria from any water, air-conditioning or other purpose built system or equipment that uses water including, but not limited to, associated tanks, pipes, ducting, evaporative condensers, spa pools, saunas and Turkish baths.

Loss of Limbs, Eyes, Hearing or Speech

- a) Loss of Limbs:
 - i. In the case of a leg or legs:
 - a) loss by permanent physical severance at or above the ankle or
 - b) permanent and total loss of use of an entire foot or leg.
 - ii. In the case of an arm or arms:
 - a) loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or
 - b) permanent and total loss of use of an entire hand or arm.
- b) Loss of Eyes:

Irrecoverable loss of sight:

 - i. in both eyes if an **insured person** is registered as severely sight impaired
 - ii. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet).
- c) Loss of Hearing:

Total and permanent loss of hearing.
- d) Loss of Speech:

Total and permanent loss of speech.

Manufacturing, Production or Process Equipment

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 **you** and any equipment which exclusively serves such machinery or apparatus.

Money

Coins, bank and currency notes, bankers drafts, postal and money orders, cheques, bills of exchange, warrants, travellers cheques, prepaid travel money cards, unused current postage stamps, holiday with pay stamps, stamped holiday with pay cards, National Savings Certificates, Premium Bonds, luncheon vouchers, credit and debit card sales vouchers, gift tokens, activated gift cards, consumer redemption vouchers, lottery and other prize scratch cards, top up cards, telephone cards and vouchers, prepaid travel cards, unexpired units in franking machines and Value Added Tax (VAT) purchase invoices owned by **you** or for which **you** are responsible.

Operative Time

The period of time as shown on the **schedule** during which an **insured person** is covered by the Personal Accident Section.

Outstanding Debit Balances

The total amount of the outstanding debit balances in customers' credit accounts including hire purchase and credit sales accounts at the date of the **damage** adjusted for bad debts.

Partner

A partner of **you** where **you** are a partnership or a member of **you** where **you** are a limited liability partnership but not any member also deemed to be in **your** employment.

Period of Insurance

The period of time this **policy** is effective as shown on the **schedule** or until this **policy** is cancelled. Each renewal represents the start of a new period of insurance.

Permanent Total Disablement

Bodily injury not resulting in death, **loss of limbs, eyes, hearing or speech** which has lasted for at least one year and which solely and directly results in the permanent, total and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

Personal Belongings

Items worn, used or carried in daily life, but not **money**, credit cards or items held or used for business purposes.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Policy

This policy is made up of a number of documents. These documents are the:

- a) policy wording
- b) **schedule**
- c) endorsements
- d) notice to policyholders
- e) statement of fact or proposal form.

Polluting or Contaminating Substance

Any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or Contamination

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b) all **injury, damage** or liability directly or indirectly caused by such pollution or contamination arising from any **polluting or contaminating substance**.

Portable Computer Equipment

- a) laptops, palmtops and notebooks
- b) personal digital assistants (PDAs)
- c) projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other portable computer equipment
- d) removable satellite navigation systems
- e) digital cameras
- f) smart phones.

Premises

The **buildings** and the land inside the boundaries of the risk address shown on the **schedule** that are occupied or used by **you** in connection with the **business**.

Principal

Any person, firm, company, ministry or authority for whom **you** undertake work or provide **products supplied** under a contract or agreement in the course of the **business**.

Products Supplied

Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by **you** in the course of the **business**.

Property

Material property which shall not include **data**.

Rent Payable

The money paid or payable by **you** (including ground rent, service charges and any other payments) for accommodation and services provided by the landlord at the **premises**.

Rent Receivable

The money paid or payable to **you** (including ground rent, service charges and any other income) for accommodation and services provided as landlord at the **premises**.

Schedule

The document that shows:

- your** name and address
- the **business**
- the **period of insurance**
- the sections and sub-sections of this **policy** which are operative
- the **excesses** which apply
- the premium **you** must pay
- the **property** that is insured
- the limits of indemnity, sums insured and **indemnity periods**
- details of any extensions or endorsements to the cover.

Secure Compound

An area that is fully enclosed by a secure perimeter wall or fence and securely locked gates.

Service Provider

A business that **you** hire under a written contract or written agreement to perform services on **your** behalf in connection with **your business**.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

Specified Working Expenses

- purchases of **stock** and **target stock**, raw materials and consumables (less discounts received).
- discounts allowed.
- carriage, freight and packaging.
- bad debts.

Sports Equipment

Articles which are usually worn, carried or held in the course of participating in the sport of bowling.

Stock

Stock in trade excluding **target stock** but including raw materials, work in progress and finished goods, owned by **you** or held in trust by **you**.

Subsidence

Downward movement of the ground beneath the **buildings** and its foundations other than by **settlement**.

System

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Target Stock

Stock comprising cigarettes, cigars, tobacco (including e-cigarettes, e-cigars, vaporizers and accessories), wines and spirits, DVDs and compact discs, computer games, mobile phones and non ferrous metals owned by **you** or held in trust by **you**.

Temporary Total Disablement

Bodily injury which solely and directly results in the total and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

Tenants' Improvements

Fixtures, fittings, decorations or improvements which are fixed to and form part of the structure or fabric of the **building** and for which **you** are responsible as the tenant and not the owner of the **building** excluding:

- general contents**
- glass, blinds and signs
- computer equipment**

- money**
- stock** or **target stock**.

Territorial Limits

Unless otherwise stated in the **schedule** or elsewhere in this **policy**, the following Territorial Limits apply:

Property and Loss of Income Sections

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

Liability Section

Sub-Section A – Employers' Liability

- England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- Rest of the world but only in respect of temporary work as provided by Extension 4 Temporary Work Overseas to Sub-Section A – Employers' Liability.

Sub-Section B – Public Liability

- England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- Rest of the world but only in respect of temporary work as provided by Extension 10 Overseas Personal Liability and Extension 11 Temporary Work Overseas to Sub-Section B – Public Liability.

Sub-Section C – Products Liability

- England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- Rest of the world (but excluding **products supplied** knowingly to the United States of America or any territory within its jurisdiction or Canada).

Personal Accident Section

- England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- Elsewhere in the world but only in respect of temporary work as allowed by the Temporary Work Overseas extension to the section.

Property in Transit Section

The territories shown on the **schedule** under the Property in Transit Section.

Terrorism Extensions to the Property, Loss of Income and Property in Transit Sections

England, Scotland and Wales.

For **property** insured under the Property or Property in Transit Sections where cover is provided whilst **in transit** to territories outside England, Scotland and Wales, the Territorial Limits shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

The Territorial Limits shall not include the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987 nor Northern Ireland, the Isle of Man or the Channel Islands.

Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Transit

The loading, unloading and transportation of **covered equipment** other than by air or sea unless the sea transit is by roll-on/roll-off ferry.

Turnover

The money paid or payable to **you** for **products supplied** and services provided in the course of the **business**.

Unoccupied, Unoccupancy

- a) empty or
- b) not in use

for more than 30 consecutive days.

Valuables

Precious stones, jewellery or articles made from gold, silver or other precious metals or incorporating precious stones, clocks and watches, furs, photographic equipment, binoculars, telescopes, musical instruments, pictures and other works of art, rare and unusual figurines and ornaments, guns, stamp collections, coins or medals.

Vehicle

A mechanically propelled conveyance with or without attached trailers or containers.

Virus

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **systems, data** or operations, whether involving self-replication or not including, but not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We, Our, Us

Ageas Insurance Limited.

You, Your, Yours

The person, persons or corporate body named on the **schedule** as the Insured including subsidiary companies notified by **you** and accepted by **us**.

Your Costs and Expenses

- a) costs and expenses incurred with **our** consent in defending any claim
- b) costs incurred with **our** consent for solicitors' fees for representation at any coroner's court, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within **Europe**) in respect of any occurrence which may be the subject of indemnity under the Liability Section
- c) legal costs incurred with **our** consent for defending a charge of corporate manslaughter or any equivalent charge or a breach of health and safety at work, data protection, food safety or consumer protection legislation.

General Exclusions

These exclusions apply to the whole policy unless otherwise stated. Additional exclusions may apply to individual sections and sub-sections. Please refer to the section and sub-section wordings for details.

1 Radioactive Contamination

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a) ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

For Sub-Section A – Employers’ Liability of the Liability Section, this exclusion will only apply to:

- i. the liability of any **principal**
- ii. liability assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement.

2 War

With the exception of Sub-Section A – Employers’ Liability of the Liability Section, this **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

3 Northern Ireland

This **policy** does not cover **damage** to any **property** or **data** in Northern Ireland directly or indirectly caused by, contributed to by or arising from:

- a) riot or civil commotion, or
- b) labour disturbances or malicious persons except in respect of accidental **damage** caused by fire or explosion.

4 Terrorism

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a) **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b) any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**

except as provided by:

- i. the Liability Section
- ii. Extension 16 Terrorism of the Property Section
- iii. Extension 1 Terrorism of the Loss of Income Section
- iv. Extension 1 Terrorism of the Property in Transit Section of this **policy**.

In any action, suit or other proceedings, where **we** allege that by reason of the provisions of this exclusion any **damage, injury** or liability is not covered by this **policy**, the burden of proving that such **damage, injury** or liability is covered will be upon **you**.

5 Electronic Risks

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a) **damage** to any **system** whether owned by **you** or not and whether tangible or intangible including any **data** where such **damage** is caused by programming or operating error by any person, acts of malicious persons, **virus, hacking, phishing, denial of service attack** or failure of any external network

- b) loss, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, **data** whether or not caused by **hacking**
- c) any misinterpretation, use or misuse of **data**
- d) unauthorised transmission of **data** to any third party or transmission of any **virus**
- e) **damage** to any other **property** directly or indirectly caused by, contributed to by or arising from **damage** described in a, b, c or d of this exclusion

but this shall not exclude accidental **damage** to insured **property** which results from a **defined peril**, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

6 Pollution or Contamination

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from **pollution or contamination**. This exclusion does not apply to:

- a) the Legal Expenses Section
- b) the Personal Accident Section
- c) Sub-Section A – Employers’ Liability of the Employers’ Liability Section
- d) Sub-Section B – Public Liability and Sub-Section C – Products Liability of the Liability Section where **pollution or contamination** consists of a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **period of insurance**
- e) the Property, Loss of Income and Property in Transit Sections where **damage** to insured **property** is caused by:
 - i. **pollution or contamination** which itself results from a **defined peril**
 - ii. any **defined peril** which itself results from **pollution or contamination**.

We will not be liable however for costs arising from **pollution or contamination of property or buildings** not insured by this **policy**.

7 Territorial Limits

We will not pay for any claim directly or indirectly caused by, contributed to by or arising from **damage, injury** or liability occurring outside the **territorial limits** unless otherwise stated.

8 Asbestos

(Applicable to the Liability Section and Sub Section C – Professional Indemnity of the Trustee and Corporate Liability Section only)

This **policy** does not cover any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

- a) such activity does not form part of **your** usual business
- b) the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- c) an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers’ and public liability insurance in force for limits no less than those stated on **your** own such policies and that such work is not excluded by the contractor’s own employers’ and public liability policy.

9 Sanctions

We will not provide any cover or be liable to provide any indemnity or payment or other benefit under this **policy** to the extent that providing such cover, indemnity, payment or benefit would expose **us** or any of the Ageas group of companies to the violation of any:

- a) sanction, prohibition or restriction imposed under United Nations resolutions, or
- b) trade or economic sanctions of the United Kingdom, European Union, the United States of America or any other territory, or
- c) laws or regulations of the United Kingdom, European Union, the United States of America or any other territory.

10 Confiscation or Cessation of Work

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a) confiscation, requisition, nationalisation or destruction by order of the government or other statutory authority
- b) resulting from the stopping of work.

General Conditions

These conditions apply to the whole policy unless otherwise stated. Additional conditions may apply to individual sections or sub-sections. Please refer to the section and sub-section wordings for details.

1 Misrepresentation

You, or anyone acting for **you**, must make a fair presentation of the risk to **us**. This means **you**, or anyone acting for **you**, must disclose at inception or variation to this **policy** and prior to each renewal every material circumstance which **you** or they know or ought to know and not make misrepresentations to **us**. If **you**, or anyone acting for **you**, do not make a fair presentation to **us**, **we** can:

- a) avoid this **policy** from inception or renewal if **we** would not have issued it or continued it knowing the true situation
- b) avoid a variation to this **policy** if **we** would not have accepted it had **we** known the true situation
- c) alter the terms of this **policy** from the date the non-disclosure or misrepresentation was made to those **we** would have applied had **we** known the true situation
- d) reduce the payment for a claim
- e) cancel this **policy** from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

2 Subject to Survey

If this **policy** has been issued subject to survey, then continuance of cover shall be subject to:

- a) **you** allowing **us** to undertake a survey at each of **your** premises (where required) by a date agreed in writing by **us**. **We** may appoint a surveyor to do the survey for **us**
- b) **you** complying with **our** acceptance criteria
- c) the completion of any risk improvements required within the timeframe advised by **us**.

The cost of completing any risk improvement requirements will be met by **you**.

If **you** do not allow **us** to complete the survey by the agreed date **we** may exercise **our** right to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

For the period between inception date and the completion date of the survey **we** agree to cover **you** in accordance with the terms, conditions and exclusions of this **policy**.

In the event the survey does not reflect the details supplied to **us** by **you** or on **your** behalf, or any of the risk improvement requirements are not completed by the agreed date **we** give **you** in writing following the survey, **we** have the right to amend the premium, terms, conditions and exclusions of this **policy**, or to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

3 Reasonable Precautions

You should take all reasonable care:

- a) for the safety of the **property** insured
- b) to prevent accidents or **injury**
- c) to comply with all statutory obligations and regulations imposed by any authority
- d) to prevent the sale or supply of goods which are defective in any way.

4 Fraud

If **you** or anyone acting for **you**:

- a) makes any claim that is deliberately exaggerated, or
- b) uses, or attempts to use, fraudulent means to obtain benefits under this **policy**, or
- c) deliberately makes a false or misleading statement, or deliberately submits false or misleading information or evidence in support of a claim which **you** or they know or ought to know would result in **us** paying a claim that **we** were entitled to refuse or paying a greater sum in respect of a claim, or
- d) deliberately withholds information or evidence from **us** which **you** or they know or ought to know would entitle **us** to refuse to pay a claim or pay a lesser sum under this **policy** then:
 - i. **we** will not be liable to pay the claim,
 - ii. **we** may cancel this **policy** from the date of such act,
 - iii. all benefit under this **policy** will be forfeited,
 - iv. **we** may recover all sums paid by **us** under this **policy**, and
 - v. **we** may inform the police and fraud prevention agencies of the circumstances.

5 Your Cancellation Rights

During the first **period of insurance**, **you** have the right to cancel this **policy** within 14 days of:

- a) receipt of the policy wording and **schedule**, or
 - b) the inception date of this **policy**
- whichever is the later, by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. Cancellation will take effect from the date that **we** or **your agent** receives **your** cancellation instructions. Provided no claim has been made and there has been no incident known to **you** prior to cancellation which may give rise to a claim, **you** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this **policy**.

You may cancel this **policy** at any other time by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- i. there has been an incident known to **you** which may give rise to a claim, or
- ii. the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

6 Our Cancellation Rights

The cover provided by this **policy** shall automatically cease from the date that:

- a) a liquidator, administrator or insolvency practitioner is appointed to administer the **business**
- b) the **business** is permanently discontinued
- c) **your** interest ceases other than as a result of **your** death unless **we** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, **we** also have the right to cancel

this **policy** at any other time by sending 14 days' notice in writing to **you** last known address. Reasons for cancellation under this condition may include but are not limited to:

- i. a change to the risk which makes it one **we** would not normally accept
- ii. **you** failing to co-operate with or provide information to **us** which affects **our** ability to underwrite the risk.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- a) there has been an incident known to **you** which may give rise to a claim, or
- b) the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

7 Renewal

We are not bound to offer renewal of this **policy**.

8 Law Applicable to this Policy

This **policy** will be governed by English Law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

9 Language

The contractual terms, conditions, exclusions and other information relating to this **policy** will be in the English language.

10 Contracts (Rights of Third Parties Act) 1999

Except as provided by General Condition 11 Personal Representatives, no party to this **policy** intends that any term of this **policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person, persons or corporate body who is not a party to this **policy**.

11 Personal Representatives

In the event of the death of any party entitled to indemnity under this **policy**, **we** will cover the deceased's personal representatives in respect of legal liability to pay **your costs and expenses**, **claimants' costs and expenses** and damages previously incurred by the deceased in respect of accidental:

- a) **injury**
- b) **damage to property**

provided that:

- i. the personal representatives comply with and are subject to the terms and conditions of this **policy** to the extent that these can apply
- ii. the conduct and control of claims is vested in **us**
- iii. where more than one party is entitled to indemnity under this condition, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown on the **schedule**.

12 Excess

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**. Where a single claim is made under more than one section or sub-section for the same event and at the same location, only the higher **excess** will be applied

Condition Precedent to Liability

(Applicable to the Property and Loss of Income Sections only)

1 Notice of Unoccupancy or Occupancy

It is a condition precedent to **our** liability to pay claims that **you** must advise **us** as soon as **you** become aware that:

- a) the **premises** or a **building** or self contained unit within a **building** becomes **unoccupied**
- b) the **premises** or a **building** or self contained unit within a **building** becomes occupied after a period of being **unoccupied**.

Following notification of **unoccupancy** or occupancy, **we** will have the right to amend the premium, terms, conditions and exclusions of this **policy**, or may exercise **our** right to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

Claims Conditions

These conditions apply to the whole policy unless otherwise stated. Additional conditions may apply to individual sections. Please refer to the section wordings for details.

1 Claims Procedure – Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim.

- a) **You** must not negotiate or settle any claims made against **you** by anyone else or admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property** unless **we** agree otherwise in writing.
- b) **You** must:
 - i. on discovery of any **damage** by theft or attempted theft or by malicious persons give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to **us**
 - ii. notify **us** within seven days of any **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft. Any other incident that may give rise to a claim under this **policy** must be reported to **us** and full written particulars of the loss supplied as soon as possible after the event at **your** expense
 - iii. immediately send **us** unanswered and unacknowledged any letter or notice received alleging that **you** or anyone working for **you** is responsible for causing an **injury** to any person or **damage** to any **property**. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**
 - iv. take immediate action to minimise loss, prevent further **damage, injury** or **bodily injury** and avoid interruption of or interference with the **business**
 - v. keep all damaged **property** until **we** give permission to dispose of it
 - vi. provide at **your** expense all information and assistance as **we** may reasonably require
 - vii. provide, if **we** require, a statutory declaration of the truth of the claim.

2 Claims Procedure – Our Rights

We shall:

- a) be allowed by **you** to enter the **premises** where **damage** has occurred and take and keep possession of any **property** insured
- b) not accept any **property** being abandoned to **us**
- c) have complete control of any proceedings and the settlement of any claim.

3 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a) negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**
- b) take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this **policy**.

4 Contribution

(Not applicable to Sub-Section E – Assault By Thieves of the Property Section, the Liability Section or the Personal Accident Section)

If **you** have any other insurance policies that cover the same **damage** or liability as this **policy**, **we** will only pay **our** share of any claim.

5 Arbitration

(Not applicable to the Liability Section)

If **we** agree to pay **your** claim, but **you** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the Arbitration Act 1996 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man. **You** may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

6 Discharge of Liability

(Applicable to the Liability Section only)

We may, at any time, pay **you** in connection with any claim or series of claims:

- a) the amount of the limit of indemnity
- b) any lower amount for which such claim or claims can be settled

less any sum or sums already paid as damages, **claimants' costs and expenses** and **your costs and expenses**.

On payment, **we** shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of **claimants' costs and expenses** and **your costs and expenses** incurred prior to the date of such payment.

7 Automatic Reinstatement

(Applicable to Sub-Sections A – Buildings, B – Contents, F – Specified Property and H – Deterioration of Refrigerated Stock of the Property Section and Sub-Section A – Income/Costs of the Loss of Income Section only)

Upon notification of a claim to **us**, unless **we** or **you** give written notice to the contrary, the sums insured and limits will be reinstated to their full amount provided that:

- a) **you** pay the appropriate additional premium from the date of the loss or **damage** to the expiry of the **period of insurance** if **we** request the additional premium
- b) the total of the amounts reinstated during any one **period of insurance** will not exceed the sums insured and limits shown on the **schedule** or elsewhere in the policy wording.

The following conditions apply to the Legal Expenses Section only:

8 Insured Persons' Responsibilities

An **insured person** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed adviser** to resolve the claim in their favour
- b) co-operate fully with **us**, give the **appointed adviser** any instructions **we** require, and keep **us** updated with progress of the claim and not hinder **us**
- c) take reasonable steps to claim back **legal costs** and, where recovered, pay them to **us**
- d) keep **legal costs** as low as possible
- e) not:
 - i. negotiate, settle the claim or agree to pay **legal costs** without our written agreement
 - ii. refuse to settle a claim following advice to do so from the **appointed adviser**.

If they do, **we** reserve the right to refuse to pay further legal costs.

9 Freedom to Choose an Appointed Adviser

- a) In certain circumstances as set out in b below an **insured person** may choose an **appointed adviser**. In all other cases no such right exists and **we** shall choose the **appointed adviser**.
- b) If:
- we** agree to start proceedings or proceedings are issued against an **insured person**, or
 - there is a conflict of interest
- the **insured person** may choose a qualified **appointed adviser** except where the **insured person's** claim is to be dealt with by the Employment Tribunal or small claims court where **our** claims administrator shall always choose the **appointed adviser**.
- c) Where the **insured person** wishes to exercise the right to choose, the **insured person** must write to **us** with their preferred representative's contact details.
- d) If the **insured person** dismisses the **appointed adviser** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed adviser** refuses with good reason to continue acting for an **insured person**, cover will end immediately.
- e) In respect of a claim under Cover 12 – Contract and Debt Recovery **you** must enter into a **conditional fee agreement** (unless the **appointed adviser** has entered into a **collective conditional fee agreement**) where legally permitted.

10 Consent

The **insured person** must agree to **us** having sight of the **appointed adviser's** file relating to the **insured person's** claim. The **insured person** is considered to have provided consent to **us** or their appointed agent to have sight of their file for auditing and quality and cost control purposes.

11 Barrister's Opinion

We may require an **insured person** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of a claim. If the opinion supports the **insured person**, then **we** will reimburse the costs of that opinion.

The most **we** will reimburse is the amount **we** have agreed to pay to obtain the opinion. If that opinion conflicts with advice obtained by **us**, then **we** will pay for a final opinion which shall be binding on the **insured person** and **us**. This does not affect **your** right under Claims Condition 13 Arbitration.

12 Contribution

We will not pay more than **our** fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this **policy** did not exist.

13 Arbitration

If any dispute between **you** and **us** arises from this **policy**, **you** can make a complaint to **us** as described in the **What to do if you have a complaint** section and **we** will try to resolve the matter.

If **we** are unable to satisfy **your** concerns and the matter can be dealt with by the Financial Ombudsman Service **you** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties.

The loser of the dispute shall be liable to pay the costs incurred. If **we** fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

14 Discharge of Liability

We can settle the claim by paying the fair value of the **insured person's** claim taking into consideration the merits of the claim and any supporting evidence.

Property Section

Sub-Section A – Buildings

The cover described below is only operative if shown as insured on the **schedule**

Cover

Buildings

We will pay for accidental **damage** occurring during the **period of insurance** to the **buildings** shown on the **schedule**.

Tenants' Improvements

We will pay for accidental **damage** occurring during the **period of insurance** to the **tenants' improvements** shown on the **schedule**.

Rent Payable

We will pay for loss of **rent payable** following accidental **damage** occurring during the **period of insurance** to **buildings** shown on the **schedule** which makes such **buildings** uninhabitable or inaccessible but only for the period necessary for the reinstatement of the **buildings** and subject to a maximum period of 12 months from the date of the **damage** unless otherwise shown by endorsement.

Extensions to Sub-Section A – Buildings

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Contracting Purchaser

Where **you** contract to sell **your** interest in a **building** insured by this sub-section, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this sub-section up to the date of completion, to the extent that the **buildings** are not otherwise insured and provided the purchaser shall comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

2 Mortgagee, Freeholder or Lessor

The interest of any mortgagee, freeholder or lessor in any **buildings** insured by this **policy** will not be prejudiced by any act, omission, alteration or neglect of or by the mortgagor or occupier of the **buildings** which is unknown to or beyond the control of the mortgagee, freeholder or lessor whereby the risk of **damage** is increased provided that the mortgagee, freeholder or lessor gives **us** notice immediately on becoming aware of such act, omission, alteration or neglect and pays any additional premium required.

3 Underground Services

We will pay for accidental **damage** occurring during the **period of insurance** to underground tanks, water pipes, drains, sewers, gas pipes, electricity and telephone cables extending from the public mains to the **buildings** but only to the extent to which **you** are responsible for repair.

4 Energy Efficiency Improvements

The sum insured in respect of **buildings** includes an amount for additional costs incurred solely by reason of the necessity to comply with the application of the Directive 2002/91/EC on Energy Performance on Buildings (as enacted in the applicable national law) in reinstating the damaged parts of the **buildings** as a result of accidental **damage** to the **buildings** shown on the **schedule**.

We will not pay for:

- i. any such cost resulting from a requirement to comply prior to the date of the **damage**
- ii. the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **buildings**.

The work of reinstatement or upgrading must be completed within 12 months of the date of the **damage** unless a longer period is agreed by **us** in writing.

Our liability under this extension will not exceed 10% of the **buildings** sum insured or £100,000 whichever is lower in any one **period of insurance**.

5 Theft of Building

We will pay for accidental **damage** occurring during the **period of insurance** to the **building** as a result of theft or attempted theft of any item or part forming part of the fabric or structure of the **building**. If such item or part forms part of the exterior fabric or structure of the **building**, exclusion 10 Theft or Attempted Theft of the Exclusions to the Property Section will not apply.

Our liability under this extension will not exceed 10% of the **buildings** sum insured or £50,000 whichever is lower in any one **period of insurance**.

6 Further Investigation Expenses

Following accidental **damage** to **buildings**, occurring during the **period of insurance** where a competent construction professional believes there may be more **damage** to other parts of the **building** or other **buildings** in the immediate vicinity which is not immediately apparent, **we** will pay for costs incurred by **you**, with **our** prior consent, to have this investigated further.

We will only pay for such costs if **damage** has occurred for which **we** are liable.

Our liability under this extension will not exceed £10,000 in any one **period of insurance**.

Sub-Section B – Contents

The cover described below is only operative if shown as insured on the **schedule**

Cover

Contents

We will pay for accidental **damage** occurring during the **period of insurance** to **general contents** and other **property** (excluding **stock** and **target stock**) shown on the **schedule** at the **premises**.

Stock

We will pay for accidental **damage** occurring during the **period of insurance** to **stock** and **target stock** shown on the **schedule** at the **premises**.

Extensions to Sub-Section B – Contents

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Contracting Purchaser

Where **you** contract to sell **your** interest in any item of **general contents** or **computer equipment**, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this sub-section up to the date of completion of the purchase, to the extent that the **general contents** or **computer equipment** are not otherwise insured provided the purchaser shall comply with and be subject to the terms, conditions and exclusions of the **policy** in so far as they can apply.

2 Theft of Keys

We will pay for the cost of replacing locks and keys to the **buildings**, **intruder alarm systems**, safes, strongrooms or tills following accidental **damage** occurring during the **period of insurance** to keys by theft or attempted theft provided that:

- a) the keys are stolen from the **buildings** or **your** private residence or the private residence of any **director, partner, club official** or authorised **employee**
- b) keys are not left in the **buildings** (other than a private residential portion of the **buildings** occupied by **you**, a **director, partner, club official** or an authorised **employee**) outside **business hours** nor in an unattended room during **business hours** unless locked in:
 - i. a key or other type of safe, the combination to which is known only to **you**, a **director, partner, club official** or authorised **employee**, or
 - ii. a cupboard or drawer the key to which is kept in a key safe or is held in the personal custody of **you**, a **director, partner, club official** or authorised **employee**.

For the purposes of this extension, 'keys' includes keycards or other electronic access devices as well as devices to deactivate the **intruder alarm system**.

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

3 Theft Damage to Buildings

We will pay for accidental **damage** occurring during the **period of insurance** to the **buildings** which **you** are responsible for repairing, and which is not otherwise insured, arising out of theft or attempted theft involving entry to or exit from the **buildings** by forcible and violent means or threatened assault or violence or use of force against **you** or any person lawfully on the **premises**.

Our liability under this extension will not exceed £50,000 in any one **period of insurance**.

4 Seasonal Increase

If **stock** or **target stock** is shown on the **schedule**, the sum insured against each item is automatically increased by 25% during the months of November and December and the 30 days preceding Easter Sunday or other religious festival observed by the **business**.

5 Temporary Removal of General Contents

We will pay for accidental **damage** occurring during the **period of insurance** to:

- a) computer records, business books, manuscripts, plans and designs or other documents whilst temporarily removed from the **premises**
- b) other insured **property** (other than **stock** or **target stock**) whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes shown on the **schedule**.

The cover provided includes transit within the **territorial limits** and travel between the specified territories.

We will not be liable for:

- i. **property** held by **you** in trust
- ii. theft or attempted theft that from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building.

Our liability under this extension in any one **period of insurance** will not exceed:

- a) 10% of the sum insured shown on the **schedule** for **general contents**, or
- b) £250,000.

Whichever is lower (subject otherwise to any inner limit as shown in the definition of general contents).

6 Exhibitions, Trade Shows or Conferences

We will pay for accidental **damage** occurring during the **period of insurance** to **general contents** and **stock** (excluding trade samples) shown on the **schedule** whilst in any building being

used for an exhibition, trade show or conference, in which **you** are a participant as an exhibitor or attendee, anywhere within **Europe** including whilst in transit to and from such buildings provided that **we** shall not be liable for theft or attempted theft:

- a) from an unattended **vehicle**
- b) from any display or stand that has been left unattended by **you**, a **director, partner, club official** or **employee** during exhibition, trade show or conference hours
- c) from a building outside exhibition, trade show or conference hours that does not involve entry to or exit from the buildings by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building.

Our liability under this extension will not exceed £50,000 in any one **period of insurance**.

7 Expediting Expenses

We will pay for the extra cost to make temporary repairs and expedite permanent repairs to, or permanent replacement of **property** which is the subject of a valid claim under this sub-section.

Our liability under this extension will not exceed £20,000 in any one **period of insurance**.

8 Hire of Substitute Item

We will pay the hire charges incurred by **you** for the necessary hire, following accidental **damage** occurring during the **period of insurance** to **property** which is the subject of a valid claim under this sub-section, of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Our liability under this extension will not exceed £10,000 in any one **period of insurance**.

9 Costs of Reinstating Data

We will pay for costs incurred in recreating or reinstating onto **computer media, data** lost or damaged as a result of accidental **damage** occurring during the **period of insurance** to **computer equipment**.

Our liability under this extension will not exceed £50,000 in any one **period of insurance**.

10 Third Party Storage Locations

We will pay for accidental **damage** occurring during the **period of insurance** to **general contents** or **stock** shown on the **schedule** whilst temporarily stored inside any building within the **territorial limits** provided that:

- a) **we** will not be liable for theft or attempted theft from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building
- b) storage locations do not include exhibition venues or contract sites.

Our liability under this extension will not exceed £10,000 at any one location and £20,000 in respect of all locations.

11 Trade Samples

We will pay for accidental **damage** occurring during the **period of insurance** to trade samples whilst anywhere within **Europe** including whilst in transit to and from **Europe** provided that **we** shall not be liable for theft or attempted theft:

- a) from an unattended **vehicle**
- b) that does not involve entry to or exit from a building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in such building.

Our liability under this extension will not exceed £1,000 in respect of any one sample and £10,000 in any one **period of insurance**.

12 Cups, Trophies and Club Memorabilia

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

We will not be liable for:

- the failure of the holder to return the cup or trophy to **you**
- theft or attempted theft from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building
- theft or attempted theft from an unattended **vehicle**.

13 Garden Furniture and Ground Maintenance Equipment

We will pay for accidental **damage** occurring during the **period of insurance** to garden furniture and ground maintenance equipment in the grounds of the **premises**.

We will not be liable for theft or attempted theft.

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

14 Members' Sports Equipment

We will pay for accidental **damage** occurring during the **period of insurance** to members' **sports equipment** whilst at the premises of any bowling club within the **territorial limits** provided that such members are representing **you** in an official competition.

We will not be liable for:

- sports equipment** in the course of play or use
- theft or attempted theft from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building
- theft or attempted theft from an unattended **vehicle**
- sports equipment** more specifically insured.

Our liability under this extension will not exceed £500 in respect of any one member.

Condition Precedent to Liability – Sub-Section B – Contents

Cellars and Basements

It is a condition precedent to **our** liability to pay for **damage** caused by storm, flood or escape of water that all **stock, target stock** or customers' goods contained in any cellar, basement or sub-basement must be kept on racks or shelves at least 10 centimetres above floor level.

Sub-Section C – Glass, Blinds and Signs

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay for accidental **damage** occurring during the **period of insurance** to:

- any glass fitted to the exterior of the **buildings**
- property** insured by this section, within any display windows caused by breakage of any glass
- fixed glass, (including interior showcases and mirrors), inside the **buildings** up to an amount not exceeding £2,500 in respect of any one loss
- external signs up to an amount not exceeding £1,500 in respect of any one loss
- sanitaryware, if the cost of replacement has to be paid by **you**, up to an amount not exceeding £1,500 in respect of any one loss
- external blinds up to an amount not exceeding £2,500 in respect of any one loss

- framework following breakage of fixed glass
- lettering on glass
- alarm foil for which **you** are responsible at the **premises**.

We will also pay for:

- the cost of boarding up prior to the replacement of any glass insured by this sub-section and the cost of reinstating **intruder alarm systems** at the **premises** damaged as a result of glass breakage covered under this sub-section
- accidental **damage** occurring during the **period of insurance** at the **premises** to fixed glass, lamps, external signs and name plates not owned by **you** or insured under this **policy** to the extent that **you** are responsible for their repair or replacement.

Our liability in respect of items i and ii above will not exceed £25,000 in any one **period of insurance**.

For the purposes of this sub-section, 'glass' will also mean any glass substitute material.

Exclusions to Sub-Section C – Glass, Blinds and Signs

We will not pay for:

- damage** arising:
 - from repairs or alterations to the **premises**
 - in **unoccupied premises**
- damage** which occurred prior to the commencement of cover under this sub-section
- damage** to any glass or sanitaryware comprising samples or display materials held in connection with the **business**
- damage** to electrical signs by:
 - rust or other gradually operating cause
 - mechanical or electrical breakdown
- damage** to tubes within electrical signs unless the surrounding glass is fractured at the same time
- damage** arising from repair, removal or erection of glass, blinds, signs or sanitaryware
- scratching or chipping of sanitaryware unless there is breakage or complete fracture of such a nature as to render such article totally unserviceable.

Sub-Section D – Money

The cover described below is only operative if shown as insured on the **schedule**

Cover

Business Money

We will pay for accidental **damage** occurring during the **period of insurance** to **business money** as shown in items 1 and 2 of the Table of Cover.

Money Storage and Carrying Equipment

We will pay for accidental **damage** by theft or attempted theft occurring during the **period of insurance** to any:

- safe, strongroom, till or stamp franking machine
 - security case, bag or waistcoat
- owned by **you** or for which **you** are responsible and used to store or carry **business money** as shown in item 3 of the Table of Cover.

Table of Cover

Cover description and locations	Limit (any one period of insurance)
1 Business money – other than crossed cheques, crossed warrants, crossed postal and money orders, credit and debit card sales vouchers and Value Added Tax (VAT) purchase invoices:	

Cover description and locations	Limit (any one period of insurance)
a) in the buildings during business hours	See schedule
b) in transit to and from the premises whilst in your custody or in the custody of any director, partner, club official or authorised employee or whilst in a bank night safe	See schedule
c) whilst at your private residence or the private residence of any director, partner, club official or authorised employee	£500
d) in the buildings whilst the business money is left unattended or outside business hours and not secured in a locked safe or strongroom	£500
e) in the buildings outside business hours and secured in a locked, unspecified safe or a locked strongroom	£3,000
f) in the buildings outside business hours and secured in a locked, specified safe, if shown on the schedule	See schedule
g) in cash operated machines or payphones at the premises	See schedule
h) in automated teller machines (ATMs) at the premises	See schedule
2 Crossed cheques, crossed warrants, crossed postal and money orders, credit and debit card sales vouchers and Value Added Tax (VAT) purchase invoices	£250,000
3 Safes, strongrooms, tills and stamp franking machines, security case, bag or waistcoat	Cost of repair or replacement

Basis of Settlement – Sub-Section D – Money

For items 1 a, b, f, g and h, the maximum **we** will pay is the limit shown on the **schedule** at the time of the **damage**.

For items 1 c, d, e and 2, the maximum **we** will pay is the limit shown in the Table of Cover at the time of the **damage**.

For item 3, the maximum **we** will pay is the cost of repair or replacement at the time of the **damage**. **We** will not pay for the cost of preparing a claim.

Extensions to Sub-Section D – Money

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Theft without Force and Violence

For **property** insured by this sub-section, theft or attempted theft is covered whether or not the theft or attempted theft involves entry to or exit from a **building** by forcible and violent means or actual or threatened assault or violence, or use of force against **you** or any person lawfully on the **premises**.

2 Theft by Directors, Partners, Club Officials or Employees

We will pay for **damage to business money** arising from theft by, or the fraud or dishonesty of a fellow **director**, another **partner**, **club official** or any **employee** (excluding sole **directors**) provided discovery occurs within seven days of the event.

3 Holidays

The limits for items 1a and 1b in the Table of Cover are doubled during the week immediately prior to any annual holiday shutdown observed by the **business**.

4 Credit Cards

We will pay the amount for which **you** become liable under the terms of issue of any bank charge, credit, debit or cash card issued and used solely in connection with the **business** following fraudulent use by an unauthorised person within the **territorial limits** provided that:

- immediately on becoming aware of the fraudulent use, **you** notify the card issuer
- you** notify the police within 24 hours of becoming aware of the fraudulent use
- you** have complied fully with the terms and conditions of issue of the card.

Our liability under this extension will not exceed £500 in any one **period of insurance**.

Exclusions to Sub-Section D – Money

1 Employees and Club Officials

We will not pay for **damage to business money**:

- arising from theft by, or the fraud or dishonesty of, a **director, club official** or **employee** which is covered by any other insurance policy or under Sub-Section I – Theft by Employee/ Club Official of this **policy**
- caused by an act of an **employee** not normally resident within the **territorial limits**
- caused by an act of a labour master or labour only subcontractor or person hired or borrowed by **you** from another employer.

2 Transit by Employees

We will not pay for **damage to business money** whilst in the possession of **employees** delivering or collecting **business money** other than delivery or collection by authorised **employees** to or from the **premises** and **your** bank.

3 Error or Omission

We will not pay for shortage due to error or omission.

4 Unattended Vehicles

We will not pay for **damage to business money** left unattended by **you**, a **director, partner, club official** or **employee** in a **vehicle**.

5 Forgery and Fraud

We will not pay for **damage**:

- resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
- resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irrecoverable for any reason

except as provided by Extension 4 Credit Cards of this sub-section.

Conditions Precedent to Liability – Sub-Section D – Money

1 Key Security

It is a condition precedent to **our** liability to pay claims for theft or attempted theft of **business money** from a safe, strongroom or till that the keys to such safes, strongrooms or tills are:

- held in the personal custody of **you**, a **director, partner, club official** or authorised person, or
- locked in:
 - a key or security safe, the combination to which is known only to **you**, a **director, partner, club official** or authorised person

- ii. a cupboard or drawer, the key to which is held in the personal custody of **you**, a **director**, **partner**, **club official** or authorised person.

2 Money in Transit

Where the limit shown on the **schedule** in respect of item 1b exceeds £3,000, it is a condition precedent to **our** liability to pay claims for theft or attempted theft of **business money** in transit, that all transits of **business money**:

- a) where the amount carried is above £3,000 at any one time but no more than £5,000, must be undertaken by at least two persons together
- b) where the amount carried is above £5,000 at any one time but no more than £8,000 must be undertaken by at least three persons together
- c) where the limit shown on the **schedule** in respect of item 1b exceeds £8,000, transits of more than £8,000 at any one time must be undertaken by a specialist security carrier.

Sub-Section E – Assault By Thieves

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay **you** the appropriate benefits shown in the Table of Benefits if during the **period of insurance** an **insured person** is assaulted during theft or attempted theft of **property** or **money** insured by this **policy** and:

- a) suffers **bodily injury** which, independently of any other cause and within two years of the **bodily injury**, results in death, **temporary total disablement**, **loss of limbs**, **eyes**, **hearing** or **speech**
- b) sustains **damage** to their **personal belongings**.

Table of Benefits

	Benefit
1 Temporary Total Disablement (payable up to 104 weeks)	£100 per week
2 Loss of Limbs, Eyes, Hearing or Speech	£10,000
3 Permanent Total Disablement	£10,000
4 Death	£10,000
5 Personal Belongings	Up to £500 per insured person

Payment of Benefits

Unless **we** agree otherwise in writing any claim under this sub-section will commence with payment of Benefit 1. If during the progress of a claim **we** agree with **you** that it is more appropriate to progress to Benefits 2 or 3, all amounts paid or payable under Benefit 1 will be deducted from any sum paid under Benefits 2 or 3 in respect of the same **bodily injury**.

If a payment is made under Benefit 4, all amounts paid or payable under Benefits 1, 2 or 3 will be deducted from any sum paid under Benefit 4 in respect of the same **bodily injury**.

Payment under Benefit 1 will be made when the total amount payable has been agreed or, if **you** request and **we** agree, at intervals of four weeks in arrears.

The maximum period for which payments will be made under Benefit 1 for any one incident or series of incidents occurring in any one **period of insurance** in respect of any one person is 104 weeks from the commencement of the disablement.

For **personal belongings**, **we** will pay the full cost of replacement as new which shall be:

- a) where any item of **personal belongings** is damaged, the repair of the **damage** and the restoration of the damaged

- portion of the item to a condition substantially the same but not better or more extensive than its condition when new
- b) where any item of **personal belongings** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new.

For **personal belongings**, the maximum amount **we** will pay for **damage** is the amount shown in the Table of Benefits.

Extension to Sub-Section E – Assault By Thieves

(Subject to the terms, conditions and exclusions of this sub-section and this section and this **policy**)

Medical Expenses

When a payment is made under Benefits 1, 2, 3 or 4 **we** will also pay for medical expenses incurred and arising from treatment following **bodily injury** to an **insured person** during the **period of insurance** up to a maximum limit of £250 in respect of any one incident.

Conditions to Sub-Section E – Assault By Thieves

1 Medical Consultation

If an **insured person** sustains a **bodily injury** which may result in a claim under this sub-section, such person shall consult a duly qualified medical practitioner and follow any medical advice given.

2 Discharge of Liability

When a payment is made to an **insured person** under Benefits 2, 3 or 4 **our** liability under this section shall then cease in respect of that person.

3 Evidence of Bodily Injury

Where a claim is made for Benefits 1, 2 or 3 all certificates, information and evidence **we** reasonably require shall be provided to **us** at **your** expense. The **insured person** will agree to medical examination, when reasonably required, at **our** expense during the period of incapacity. If the requirement for documents or attendance at examinations at **our** request is not complied with, **we** will stop all payments under this sub-section and rights to benefit will be forfeited until the requested documentation is provided in its entirety or such person submits to examination within 30 days of being asked or a longer period mutually agreed by **you** and **us**.

Where a claim is made for Benefit 4 **we** may require a post mortem at **our** expense.

Sub-Section F – Specified Property

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay for accidental **damage** occurring during the **period of insurance** to **property** as shown on the **schedule** owned by **you** or for which **you** are responsible whilst within the **territorial limits** shown on the **schedule** including whilst in transit.

Extension to Sub-Section F – Specified Property

(Subject to the terms, conditions and exclusions of this sub-section and this section and this **policy**)

Theft without Force and Violence

For **property** insured by this sub-section, theft or attempted theft from a building is covered whether or not the theft or attempted theft involves entry to or exit from a building by forcible and violent means or actual or threatened assault or violence, or use of force against **you** or any person lawfully on the premises.

Conditions Precedent to Sub-Section F – Specified Property

1 Unattended Vehicles

Whenever a **vehicle** containing **property** is left unattended by **you**, any **director**, **partner**, **club official** or **employee** it is a condition precedent to **our** liability to pay claims in respect of theft or attempted theft that:

- all doors, windows, sunroofs or other openings must be securely shut and
- all doors to the **vehicle** or any other lockable openings (including the boot) must be securely locked and
- any immobiliser and alarm must be set to be fully operational and
- all keys or electronic devices to lock or unlock the **vehicle** or to operate any other vehicle security equipment or system must be removed from the **vehicle**.

2 Overnight Vehicle Security

Whenever a **vehicle** being used for the transport of **property** is left unattended by **you**, any **director**, **partner**, **club official** or **employee** it is a condition precedent to **our** liability to pay claims in respect of theft or attempted theft that the **vehicle** is, between 21:00hrs and 06:00hrs, stored in a locked and secure building or a **secure compound** with the **vehicle** secured in accordance with Condition 1 Unattended Vehicles of this sub-section.

Sub-Section G – Machinery and Computer Equipment Breakdown

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay for loss occurring during the **period of insurance** caused by an **accident** to **covered equipment**:

- at the **premises**
- during **transit** anywhere within the **territorial limits**
- whilst temporarily removed from the **premises** to a location anywhere within the **territorial limits** provided that the **covered equipment**:
 - remains under **your** control, or
 - is removed for the purpose of repair, replacement, restoration, service or modification.

All **accidents** that are the result of the same event will be considered one **accident**.

Limit

Our liability for each item under this sub-section in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause will not exceed the amount of the limit stated for that item on the **schedule**.

Our liability in respect of **portable computer equipment** for any one claim will not exceed £5,000.

Extensions to Sub-Section G – Machinery and Computer Equipment Breakdown

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Expediting Expenses

We will pay for the additional cost to make temporary repairs and expedite permanent repairs to, or permanent replacement of, damaged **covered equipment**.

Our liability under this extension will not exceed £20,000 for any one **accident**.

2 Hire of Substitute Item

We will pay the hire charges incurred by **you** during the **period of insurance** for the hire, following an **accident** to **covered equipment**, of a substitute item of similar type and capacity

during the period of repair or until permanent replacement of the item lost or damaged.

Our liability under this extension will not exceed £10,000 for any one **accident**.

3 Costs of Reinstating Data

We will pay the costs incurred in reinstating onto **computer media**, **data** lost or damaged as a result of an **accident** to or **electrical derangement** of **computer equipment**. In addition, **we** will pay costs incurred, with **our** prior consent, in minimising or preventing the resulting interruption of or interference with **your** computer operations.

We will not pay for **damage** to software.

Our liability under this extension will not exceed £50,000 for any one **accident** or **electronic derangement** of **computer equipment**.

4 Hazardous Substances

We will pay for the additional cost to repair or replace **covered equipment** because of contamination by a hazardous substance, other than ammonia, that has been declared hazardous to health by a governmental agency including any additional expenses incurred to clean up or dispose of such **covered equipment**.

Our liability under this extension will not exceed £10,000 for any one **accident**.

5 Storage Tanks and Loss of Contents

We will pay for **damage** caused by an **accident** to oil or water storage tanks including connected pipework owned by **you** or for which **you** are responsible at the **premises**.

We will also pay for loss of the contents of oil storage tanks caused by:

- leakage, discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- contamination of the contents of oil storage tanks caused by or resulting from an **accident** including cleaning costs incurred as a result of such loss.

Our liability under this extension will not exceed £10,000 for any one **accident**.

6 Own Surrounding Property Damage

We will pay for **damage** to **property** belonging to **you** or in **your** custody and control and for which **you** are responsible at the **premises** directly resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure.

Our liability under this extension will not exceed £1,000,000 for any one **accident**.

7 Debris Removal

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

Our liability under this extension will not exceed £25,000 for any one **accident**.

8 Repair Costs Investigation

We will pay for costs incurred with **our** prior written consent relating to repair, investigations and tests by consulting engineers for **damage** to **covered equipment** following an **accident**.

Our liability under this extension will not exceed £25,000 for any one **accident**.

9 Public Authorities

The limit in respect of this sub-section includes an amount for additional costs incurred solely by reason of the necessity to comply with any legislation, statutory requirements or regulations or public authority byelaw in:

- reinstating the damaged parts of the **buildings**
- upgrading any undamaged parts of the **buildings** as a result of an **accident** to **covered equipment** that causes **damage** to **buildings** insured by this **policy**.

We will not pay for:

- i. any amount exceeding 15% of the amount that would have been payable if the **buildings** had been totally destroyed in respect of item b above
- ii. any such cost resulting from a notice served on **you** prior to the date of the **damage**
- iii. the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **buildings**.

The work of reinstatement or upgrading must be completed within 12 months of the date of the **damage** unless a longer period is agreed by **us** in writing.

10 Energy Efficiency Improvements

We will pay for the additional cost incurred, with **our** prior written consent, to replace **covered equipment** damaged as a result of an **accident** with similar equipment that is better for the environment, safer and more efficient than the **covered equipment** being replaced.

Our liability under this extension for any one **accident** will not exceed 25% of the new replacement cost of the damaged **covered equipment** or £25,000 whichever is lower.

Exclusions to Sub-Section G – Machinery and Computer Equipment Breakdown

1 Pressure Testing and Insulation Testing

We will not pay for **damage** caused by or resulting from a hydrostatic, pneumatic or gas pressure test of any boiler or pressure or an insulation breakdown test of any type of electrical equipment.

2 Damage to Data and Computer Media

We will not pay for **damage** to **data** or **computer media** of any kind caused by:

- a) programming error or programming limitation
- b) **virus**
- c) introduction of malicious code
- d) loss of **data** (other than as specifically provided for under Extension 3 Costs of Reinstating Data)
- e) loss of access
- f) loss of use
- g) loss of functionality.

3 Gradually Operating Causes

We will not pay for **damage** caused by or resulting from depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions but if **damage** is caused by an **accident**, **we** will pay for the resulting **damage**.

4 Resetting

We will not pay for **damage** to **covered equipment** caused by or resulting from any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting, or cleaning or by the performance of maintenance, but if the **damage** is caused by an **accident**, **we** will pay for the resulting **damage**.

5 Maintenance Agreement

We will not pay for **damage** recoverable under a maintenance agreement or any warranty or guarantee in place in respect of **covered equipment**.

6 Service Providers

We will not be liable to pay for any claim, cost or loss caused by the deliberate act of a **service provider** to restrict or withhold the provision of any services.

Conditions to Sub-Section G – Machinery and Computer Equipment Breakdown

1 Precautions

You shall take reasonable care to:

- a) comply with any statute or order

- b) ensure that insured items are properly maintained and used in accordance with manufacturers' recommendations
- c) prevent **damage**.

2 Back-up Procedures

- a) **You** must back-up all original **data** every seven days.
- b) **You** must take all reasonable precautions to store and maintain records in accordance with the recommendations of the makers of the storage devices used.
- c) If a **service provider** processes or stores **data** for **you**, **you** must ensure that the terms of the contract with the **service provider** allows for **data** to be backed up in accordance with this condition.

If **you** fail to comply with this condition, **we** may still pay a claim following loss of **data** if **you** are able to provide evidence that formal procedures were in place to ensure the safe storage and backing-up of **data** and that the failure was the result of an accidental oversight or circumstances beyond **your** control.

Sub-Section H – Deterioration of Refrigerated Stock

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay for accidental **damage** occurring during the **period of insurance** to **stock** at the **premises** whilst contained in freezer or refrigerator cabinets, cold rooms or cold stores by deterioration, putrefaction or contamination resulting from:

- a) breakdown or failure of a cabinet, cold room or cold store due to its own inherent defect, or **damage** that includes the non-operation of any thermostatic or automatic device controlling the cabinet, cold room or cold store
- b) accidental failure of the supply of electricity to the cabinets, cold room or cold store
- c) escaping refrigerant or refrigerant fumes due to any accidental cause.

Exclusion to Sub-Section H – Deterioration of Refrigerated Stock

Electricity Supply Failure

We will not pay for **damage** as a result of load shedding or suspension of any electricity companies' supply.

Condition to Sub-Section H – Deterioration of Refrigerated Stock

Co-insurance

If the freezer, refrigerator cabinet, cold room or cold store in which the **damage** occurs:

- a) is more than 15 years old at the time of the **damage**, or
- b) is more than two years old and not subject to an annual inspection and maintenance contract

you will be required to pay the first 20% or the first £500, whichever is the greater, of the amount payable in respect of any one claim.

If a or b do not apply, **you** will only be required to pay the first £250 provided **you** send **us** the following:

- i. in respect of item a, verification of age in the form of an original purchase receipt or manufacturers' warranty or guarantee
- ii. in respect of item b, documentary evidence of the annual inspection and maintenance contract.

Basis of Settlement – Sub-Section H – Deterioration of Refrigerated Stock

The basis of settlement in respect of any claim under this sub-section shall be the amount paid by **you** for such **stock**. **We** will not pay for the cost of preparing a claim.

Sub-Section I – Theft by Employees/Club Officials

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay for:

- a) loss of **money** or **property** owned by **you** or for which **you** are responsible caused by an act of fraud or dishonesty by an **employee** or **club official** described on the **schedule** committed in the course of their employment during the **period of insurance** and discovered within 24 months of the act of fraud or dishonesty
- b) auditors' fees incurred with **our** written consent solely to substantiate the amount of a claim under this sub-section
- c) the cost of rewriting or amending the software, programs or systems where such rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software, programs or computer systems the subject of a valid claim under this sub-section.

Limit

For specified **employees** or **club officials**, **our** liability will not exceed the limit applicable to the **employee** involved.

In the event that one claim is caused by two or more **employees** or **club officials** acting in collusion, **our** liability will not exceed the higher of the individual limits applicable to the **employees** involved.

Extension to Sub-Section I – Theft by Employees/Club Officials

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

Previous Insurance

We will cover **you** in respect of any loss committed during the period of a previous insurance which is not recoverable under the previous insurance solely because the period allowed for discovery has expired provided that:

- a) discovery of the loss occurs during the continuation of the insurance provided by this sub-section
- b) the previous insurance had been continuously in force from the time of the loss until inception of the insurance provided by this sub-section
- c) the loss would have been insured by this sub-section had it been in force at the time of the loss.

Our liability under this extension will not exceed:

- i. the amount that would have been recoverable under the previous insurance or
- ii. the sum insured shown on the **schedule** for this sub-section whichever is lower.

For the purposes of this extension only, 'previous insurance' means an employee dishonesty or fidelity guarantee insurance effected by **you** and in force immediately prior to this sub-section and Condition 2 Other Insurances will not apply.

Exclusions to Sub-Section I – Theft by Employees/Club Officials

We will not pay for:

- a) **consequential loss**
- b) loss caused by any act of any **employee** or **club official** committed prior to the commencement of cover applicable to that **employee** or **club official**
- c) any monies which would have been payable by **you** to an **employee** or **club official** but for their dishonesty
- d) loss caused by an act of an **employee** or **club official** not normally resident within the **territorial limits**

- e) loss caused by an act of a:
 - i. labour master or labour only subcontractor
 - ii. person hired or borrowed by **you** from another employer
 - iii. **director** who controls more than 5% of the issued share capital of the company or companies insured by this **policy**
- f) loss for which a claim has been made under Extension 1 Employees and Club Officials to Sub-Section D – Money.

Condition Precedent to Liability to Sub-Section I – Theft by Employees/Club Officials

Minimum Standards of Control

It is a condition precedent to **our** liability to pay claims under this sub-section that the following minimum standards of control are complied with:

1 Auditors

Your accounts, including those of all subsidiary companies insured by this **policy**, must be examined by external auditors every 12 months. All recommendations of the auditors must be implemented.

2 Cheque Signing and Electronic Fund Transfers

- a) All cheques or other bank instruments drawn for more than £5,000 must have two manually applied signatures added after the amount has been inserted.
- b) No cheque or other bank instrument may be signed until one signatory has examined the supporting documentation.
- c) **Your** bank has been instructed not to pay cheques or instruments unless signed by two authorised signatories.
- d) Electronic fund transfers for more than £5,000 must have dual authorisation prior to release.

3 Payroll

- a) Where **employees** or **club officials** are not paid by crossed cheque or credit transfer the cost of the payroll must be subject to an independent check before payment to ensure that the total amount drawn is correct.
- b) At least quarterly, and independently of persons responsible, the payroll must be checked to minimise the possibility that fictitious names and enhanced payments have been included.

4 Stocktaking

There must be a physical check on all **stock**, **target stock** and materials held against verified stock records independently of **employees** responsible at least every 12 months.

5 Ordering Goods

Different persons, acting independently, must be responsible for the ordering of **stock**, **target stock** and materials, the recording of receipt of such and the authorising of payment for them.

6 Computer Security

Security checks will be built into all computer functions with reconciliations made as necessary.

7 Reconciliation

Bank statements, electronic fund transfers, stamped bank paying in slips, receipts, counterfoils and vouchers must be checked at least monthly against cash book entries and the balance tested with cash and unrepresented cheques.

This must be done independently of the **employee** or **club official**:

- a) making the cash book entries
- b) signing cheques
- c) paying into the bank
- d) transferring funds electronically.

Conditions to Sub-Section I – Theft by Employees/Club Officials

1 References

You must obtain satisfactory references to confirm the honesty of each **employee** or **club official** who will be responsible for **money**, goods, accounts, computer operations (including electronic transfers) or computer programming engaged after commencement of this **policy**. Such references must be obtained directly from former employers for the three years immediately preceding engagement and before the **employee** or **club official** is entrusted without supervision.

References need not be obtained in respect of **employees** or **club officials** who have satisfactorily and continuously served **you** for at least one year in another capacity before being entrusted with the duties referred to above.

In respect of **employees** or **club officials** joining directly from full or part time education, government sponsored youth training schemes, or who are returning to work after a gap of more than three years, one character reference shall be obtained.

2 Other Insurances

If at the time of loss of **money** or **property** owned by **you** or for which **you** are responsible or at the time a claim for such **money** or **property** arises **you** are or would but for the existence of this insurance be entitled to indemnity under any other insurance or to recovery under any guarantee or indemnity fund, **we** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance, guarantee or fund had this insurance not been effected.

Sub-Section J – Damage to Outdoor Playing Surfaces

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay for accidental **damage** by a **defined peril** or theft or attempted theft occurring during the **period of insurance** to outdoor playing surfaces at the **premises**.

Maximum Amount Payable

Our liability under this sub-section will not exceed £60,000 in any one **period of insurance** unless otherwise shown on the **schedule**.

Basis of Settlement

The basis of settlement in respect of any claim following **damage** insured by this sub-section will be the costs and expenses incurred in removing the damaged part or parts of any playing surface and restoring such surfaces to their original condition and appearance when first installed and/or laid out and planted. **We** will not pay for the cost of preparing a claim.

Extensions to the Property Section

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Non Invalidation

The insurance under this section will not be invalidated by any act, omission, alteration or neglect unknown to **you** or beyond **your** control whereby the risk of **damage** is increased provided that **you** give **us** notice immediately on becoming aware of such act, omission, alteration or neglect. **We** will have the right to amend the premium, terms, conditions and exclusions of this **policy**, or may exercise **our** right to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

2 Professional Fees

The sum insured on each item insured by this section includes an amount in respect of architects', surveyors', legal, consulting

engineers' and other fees. **We** will pay for fees incurred solely in connection with the repair or reinstatement of insured **property** excluding **stock** or **target stock**. **We** will not pay for claim preparation costs.

3 Removal of Debris

(Not applicable to Sub-Section G – Machinery and Computer Equipment Breakdown)

The sum insured on each item insured by this section includes an amount in respect of the costs incurred by **you** for the:

- removal of debris of insured **property**, or
- dismantling, demolishing, or shoring or propping of the insured **buildings**

as a result of accidental **damage** occurring during the **period of insurance** within the **territorial limits** to such **property** or **buildings**.

We will not pay for costs incurred in removing debris except from the site of such **damage** and the area immediately adjacent to such site.

4 Parent and Subsidiary Companies

In the event of a claim arising under this section **we** agree to waive any rights, remedies or relief to which **we** become entitled by subrogation against any company standing in the relation of parent or subsidiary to **you** or any company which is a subsidiary of a parent company of which **you** yourself are a subsidiary in each case as defined in current legislation.

5 Damage by Emergency Services

We will pay for costs and expenses incurred by **you**, with **our** prior consent, in repairing, reinstating or making good, **damage** to **property** and grounds at the **premises** caused by emergency services equipment and personnel in the course of effecting a rescue of persons within the **buildings** where there is believed to be a threat to their lives, or combating or reducing **damage** to **property**.

Our liability under this extension will not exceed £50,000 in any one **period of insurance**.

6 Capital Additions

Where **buildings** and **general contents** are shown as being operative on the **schedule**, **we** will pay for accidental **damage** occurring during the **period of insurance** to:

- alterations and additions to, but not appreciation in value of, the **buildings** and **general contents** insured by this **policy**
- any newly acquired **buildings**
- any newly acquired **general contents** within the **territorial limits** so far as they are not otherwise insured provided that:
 - you** tell **us** of the alteration, addition or acquisition within 180 days of it occurring
 - you** request a change in the **policy** to cover the alteration, addition or acquisition or arrange specific insurance
 - you** pay **us** an additional premium.

We will then tell **you** of any changes to the terms, conditions and exclusions of this **policy**.

Our liability under this extension at any one location will not exceed £500,000 or:

- in respect of **buildings**, 10% of the total sum insured on **buildings**
- in respect of **general contents**, 10% of the total sum insured on **general contents**
- in respect of **buildings** and **general contents** combined, 10% of the combined total sum insured whichever is lower.

We will not pay for **damage** caused by **terrorism** under this extension.

For the purposes of this extension only, the definition of **buildings** and **general contents** includes any newly acquired property pending notification to us within the 180 day limit.

7 Trace and Access

We will pay for costs incurred by **you**, with **our** prior written consent, in:

- a) locating the source of an escape of water or fuel oil from any fixed pipe or apparatus on the **premises**
- b) removing any walls, floors or ceilings for access and repairing or replacing them after repair of such pipe or apparatus has been completed.

We will not pay for the cost of repairs to the actual pipes or apparatus.

Our liability under this extension will not exceed £50,000 in any one **period of insurance**.

8 Clearing of Drains

We will pay for costs and expenses incurred in cleaning, clearing or repairing drains, gutters or sewers at the **premises**, for which **you** are responsible, as a consequence of accidental **damage** occurring during the **period of insurance**.

9 Workmen

You can engage workmen to carry out repairs and general maintenance to the **premises** but if the work they are engaged for or are required to do involves:

- a) structural alteration
- b) demolition or partial demolition
- c) compromising of the security protections to the **premises** that **you** have told **us** about and which **we** require as a condition of **your** insurance
- d) the closure of the **buildings** or the occupant being required to vacate them

you must provide **us** with full details, and obtain **our** agreement, before work is commenced and **we** may advise **you** of restrictions to be imposed or the additional terms **we** require in order for cover to continue.

10 Loss of Oil and LPG

We will pay for the cost to replace oil or LPG accidentally lost from a fixed heating installation as a result of accidental **damage** occurring during the **period of insurance** to the fixed heating installation at the **premises** provided that **we** shall not be liable for:

- a) any loss not discovered within 180 days
- b) any loss occurring when the **building** or self contained unit within a **building** in which the loss occurs is **unoccupied**.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

11 Metered Water and Gas Charges

We will pay for metered water or gas charges **you** are responsible for following accidental **damage** to the apparatus after the point of the service feed to the **premises**.

We will not pay for:

- a) any loss not discovered within 180 days
- b) any loss occurring when the **building** or self contained unit within a **building** in which **damage** occurs is **unoccupied**.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

12 Fire Extinguishment and Resetting Expenses

We will pay for the cost of:

- a) replacing, recharging or refilling extinguishment materials or appliances used in an attempt to extinguish fire or minimise **damage**
- b) replacing used sprinkler heads
- c) resetting fire and **intruder alarm systems** and closed circuit television systems
- d) refilling any security smoke system.

We will not be liable for costs other than as a direct result of accidental **damage** insured by this section.

13 Index Linking

The sums insured by Sub-Section A in respect of **buildings**, Sub-Section B in respect of **general contents**, **computer equipment** and all other **property** (other than **stock** and **target stock**) will be adjusted at monthly intervals in accordance with the index drawn up or used by **us** and **we** waive all right to additional premium arising out of such adjustment prior to renewal. At each renewal of this **policy**, the premium will be adjusted to take account of the effect of indexation in the preceding **period of insurance**.

14 Other Interested Parties

The interest of other parties in any **property** insured by this section and which forms the subject of a lease, loan or mortgage agreement or a written contract of hire between **you** and the interested party is noted in the insurance provided that, in the event of a claim, the nature and extent of such interest is disclosed to **us**.

15 Unauthorised Use of Electricity, Gas or Water

We will pay for electricity, gas or water charges **you** are responsible for arising from unauthorised use by persons taking possession or keeping possession or occupying the **premises** without **your** authority provided that all practical steps are taken to terminate such unauthorised use as soon as it is discovered.

Our liability under this extension will not exceed £50,000 in any one **period of insurance**.

16 Terrorism

If Terrorism cover is shown as insured on the **schedule**, **we** will pay for **damage** or loss resulting from **damage** to insured **property** as shown on the **schedule** within the **territorial limits** caused by **terrorism** occurring during the **period of insurance** provided that:

- a) in any action suit or other proceedings where **we** allege that any **damage** or loss resulting from **damage** is not covered by this extension the burden of proving that such **damage** is covered will be upon **you**
- b) this extension is not subject to any of the exclusions specified in this **policy** other than as specified in exclusions i to vii of this extension
- c) this extension is subject to all the terms and conditions of this **policy** unless otherwise specified in this extension
- d) **our** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one **period of insurance** will not exceed the sums insured or limits shown on the **schedule** in respect of insured **property** or as otherwise specified in the **policy**.

We will not pay for:

- i. **damage** to any **building** or **property** therein insured under this **policy**, in the name of an individual or individuals, which is occupied as a private residence or any part thereof which is so occupied except as expressly varied in exclusions ii and iv of this extension
- ii. **damage** to blocks of flats and/or private dwelling houses or **property** therein insured under this **policy**, in the name of an individual or individuals, (other than where such individuals are sole traders, partners in an unincorporated business partnership, trustees or executors of a will (or beneficiaries of such trust or will) and provided they do not occupy any part of the property for their own residential purposes)
- iii. **damage** to any **building** or **property** therein insured under this **policy**, in the name of an individual or individuals (where such individuals are trustees or executors of a will or beneficiaries of such trust or will), which is occupied as a private residence where any part of the **building** is occupied by such individuals except as expressly varied in exclusion iv of this extension
- iv. **damage** to any **building** or **property** therein comprising mixed commercial and residential usage which is insured under this **policy**, in the name of an individual or individuals,

- and/or owned and/or occupied in any part by such individual or individuals unless the commercially occupied proportion of the **building** is more than 20%
- v. chemical, biological or radioactive contamination defined as any losses whatsoever or any expenditure resulting or arising therefrom or any **consequential loss** directly or indirectly caused by or contributed to by or arising from:
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
 - chemical, biological or radiological irritants, contaminants or pollutants
- in respect of properties occupied as a private residence or any part thereof which is so occupied and/or **property** therein insured under this **policy**, in the name of an individual or individuals, except where such properties are insured for **terrorism** under this extension by virtue of the variations to exclusions ii or iv of this extension
- vi. riot, civil commotion, war and allied risks defined as any loss whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- vii. remote digital interference defined as any losses whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from:
- damage** to any **system**, or
 - any alteration, modification, distortion, erasure or corruption of **data**
- whether owned by **you** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus** or **hacking** or **phishing** or **denial of service attack**.

Proviso to exclusion vii

- We** will pay for the cost of reinstatement, replacement or repair in respect of **damage** to insured **property**
- We** will pay for loss of **gross profit** or **gross revenue** as a result of interruption of or interference with the **business** as a direct result of either:
 - damage** to insured **property**, or
 - damage** to other **property** within one mile of the insured **property** by **terrorism** which prevents or physically hinders the use of or access to the insured **property**
- Our** liability for any loss under items 1 and 2 of this proviso (which would otherwise fall within exclusion vii of this extension) is on the condition that such loss:
 - results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, **damage** to or movement of **buildings** or structures, plant or machinery other than any **system**, and
 - is not proximately caused by **terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- If the **damage** to insured **property** indirectly results from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of one or more of the causes listed in item 3 i of this proviso results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**, **we** will pay **you** in accordance with items 1 or 2 of this proviso.

- We** will not pay for any losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** other than under item 4 of this proviso.

For the purposes of this proviso only, the definition of **property** excludes **data**, **money**, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatsoever.

Condition to Extension 16 Terrorism

If this **policy** is subject to any Long Term Agreement or Undertaking it does not apply to this extension.

Condition Precedent to Liability to Extension 16 Terrorism

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

- you** have purchased cover in respect of **terrorism** from a Pool Reinsurance Company Limited member company in respect of all property and premises owned by **you** or for which **you** are responsible and that are eligible for such cover. A list of Pool Reinsurance Company Limited member companies is available via the Pool Re website
- the Treasury has issued a certificate certifying that **terrorism** is the cause of the loss or **damage** or, if the Treasury has refused to issue a certificate, a tribunal formed by agreement between **us** and Pool Reinsurance Company Limited concludes that **terrorism** was the cause of the loss or **damage**.

For the purposes of this condition, property and premises owned by **you** or for which **you** are responsible includes those pertaining to subsidiary companies unless such subsidiary has full control over its own insurance arrangements.

17 Fire Brigade Charges

We will pay for charges payable by you to a public authority in respect of the extinguishing or fighting of fire at the premises.

18 Continuing Interest and Hire Charges

We will pay for continuing hire charges or interest charges arising as a consequence of accidental **damage** occurring at the **premises** during the **period of insurance** but only to the extent for which **you** are responsible for such charges under the terms of a contract or agreement which are not otherwise recoverable and in respect of **property** not otherwise insured.

We will not pay:

- unless the **damage** is the subject of a valid claim under this section
- for continuing hire charges or interest charges in respect of the first 48 hours following such **damage**
- for continuing hire charges or interest charges in respect of any period later than 90 days after the date of such **damage**.

Our liability under this extension will not exceed £10,000 in any one **period of insurance**.

19 Seventy Two Hours Clause

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

20 Public Authorities

(Not applicable to Sub-Section G – Machinery and Computer Equipment Breakdown)

The sum insured in respect of insured **property** (other than **stock** or **target stock**) includes an amount for additional costs incurred solely by reason of the necessity to comply with any legislation, statutory requirements or regulations or public authority byelaw in:

- reinstating the damaged parts of the **property**

b) upgrading any undamaged parts of the **property** as a result of accidental **damage** to the **property** shown on the **schedule**.

We will not pay for:

- i. any amount exceeding 15% of the amount that would have been payable if the **property** had been totally destroyed in respect of item b above
- ii. any such cost resulting from a notice served on **you** prior to the date of the **damage**
- iii. the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **property**.

The work of reinstatement or upgrading must be completed within 12 months of the date of the **damage** unless a longer period is agreed by **us** in writing.

21 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 cancellation, curtailment or abandonment due to:

- a) any withdrawal of, lack of or insufficient finance regardless of the cause
- b) insolvency proceedings or arrangements with creditors
- c) any financial failure or default or failure to pay
- d) lack of or inadequate response or support or withdrawal of support by any person, business or organisation.

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

Exclusions to the Property Section

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Excluded Damage

We will not pay for **damage**:

- a) which is not identifiable with a specific event
- b) to **property** more specifically insured (except as **provided** under 8 Other Insurances).

3 Fraud

We will not pay for **damage** arising out of acts of fraud or dishonesty of any person to whom **property** insured has been entrusted including any collusion by **you**, any **director, partner** or **employee** (except as provided by Extension 2 Theft by Directors, Partners or Employees to Sub-Section D – Money or Sub-Section J – Employee Dishonesty).

4 Vehicles

We will not pay for **damage** to **vehicles** licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

5 Computer Media

We will not pay for **damage** caused by or consisting of distortion, erasure or corruption of computer records or **computer media**.

6 Excluded Losses

We will not pay for **damage** due to any delay, loss of market, strikes, reduction in value or **consequential loss** of any kind (except for **rent payable** if shown on the **schedule**).

7 Excluded Property

We will not pay for **damage** to:

- a) firearms (unless otherwise specified), ammunition, explosives, fireworks, promissory notes, securities, bonds or deeds
- b) buildings or structures in the course of construction at the **premises** or erection and materials or supplies in connection therewith

- c) land (other than item h of the **buildings** definition if **buildings** are insured by Sub-Section A – Buildings), piers, jetties, bridges, culverts or excavations
- d) animals, birds, fish or any living thing
- e) growing crops, plants or trees
- f) **money** held on behalf of a building society
- g) the **property** of Post Office Limited or money held in connection with the business of a sub-post office
- h) precious stones, jewellery or articles made from gold, silver or other precious metals or incorporating precious stones (except where such items are specified in the **schedule** or where cover is operative under **valuables** or **personal belongings**).

8 Other Insurances

We will not pay for **damage** to **property** which at the time of **damage** is insured by, or would but for the existence of this **policy** be insured by, any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

9 Excluded Losses

Damage caused by:

- a) or resulting from any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair but not excluding **damage** caused by a **defined peril** and not otherwise excluded
- b) delay, loss of market, strikes, reduction in value or **consequential loss** of any kind (except for **rent payable** if shown on the **schedule**)
- c) inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials, operational error or omission, but not excluding **damage** caused by a **defined peril** and not otherwise excluded
- d) collapse or cracking of any building or structure unless it results from a **defined peril** and is not otherwise excluded
- e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching,
- f) wild animals, vermin or insects
- g) change in temperature, colour, flavour, texture or finish (except as provided under Sub-Section H – Deterioration of Refrigerated Stock)
- h) joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- i) the bursting of:
 - i. any boiler not used for domestic purposes only
 - ii. any economiser or other vessel machine or apparatus owned by **you** or under **your** control in which internal pressure is due to steam only but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded
- j) mechanical or electrical breakdown or derangement in respect of the particular machinery or equipment in which such breakdown or derangement occurs but not excluding:
 - i. the subsequent **damage** which itself results from a **defined peril** or any other accidental cause that is otherwise operative
 - ii. **damage** caused by artificially generated electrical current, including electric arcing, that damages electrical devices, appliances or wires
- k) acts of fraud or dishonesty including any collusion by **you**, **directors, partners, club officials** or **employees**
- l) disappearance, unexplained or inventory shortage, misfiling or misplacing of information

- m) or consisting of distortion, erasure or corruption of computer records or **computer media**
- n) wind, rain, hail, sleet, snow, flood or dust to any fences, gates or moveable **property** in the open
- o) changes in the water table level
- p) spontaneous heating or fermentation of the **property** insured or fire caused by its undergoing any process involving the application of heat but this will not apply to **damage** caused by a **defined peril** and not otherwise excluded
- q) escape of water or oil from any pipe, tank or apparatus, **damage** by malicious persons, theft or attempted theft in any building which is **unoccupied**
- r) or resulting from the failure of seeds, turf or other cultures to germinate or become established under Sub-Section J – Damage to Outdoor Playing Surfaces.

10 Theft or Attempted Theft

We will not pay for **damage** caused by theft or attempted theft:

- a) that does not involve entry to or exit from a **building** by forcible and violent means or that does not involve actual or threatened assault or violence, or the use of force against **you** or any person lawfully on the **premises**
- b) of **property** from any garden, yard or open space unless specified as an insured item on the **schedule**
- c) arising while the **premises** are **unoccupied**
- d) by any **employee** or any person lawfully on the **premises**
- e) to **buildings** except as provided by Extension 5 Theft of Building to Sub-Section A – Buildings and Extension 3 Theft Damage to Buildings to Sub-Section B – Contents of the Property Section.

11 Subsidence, Ground Heave or Landslip

We will not pay for **damage** caused by **subsidence, ground heave** or **landslip**:

- a) to outbuildings, aerials, satellite dishes, security cameras, lights, air conditioning or climate control equipment, solar panels, fuel tanks and septic tanks, ducting, pipes, cables, wires, control equipment, walls, gates and fences, swimming pools, car parks, yards, roads, pavements, footpaths and children's play areas, unless the structure of the building which they are ancillary to is damaged at the same time by the same cause
- b) to solid floor slabs or **damage** from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause
- c) resulting from or consisting of:
 - i. **settlement** (including the normal **settlement** or bedding down of new structures)
 - ii. compaction or movement of infill or made up ground
 - iii. coastal or river erosion
 - iv. defective design or faulty workmanship or the use of defective materials or inadequate foundations
- d) which originated before this cover was effective
- e) resulting from:
 - i. demolition, construction, structural alteration or repair of any **property** at the **premises**
 - ii. groundwork or excavation at the same **premises**
- f) for which compensation is provided under or by contract or legislation
- g) consisting of loss of market value after repairs.

Basis of Settlement – Property Section

Maximum Amount Payable

For **property**, the maximum amount **we** will pay for **damage** is the sum insured or limit shown on the **schedule** in respect of such **property** (adjusted in accordance with Extension 13 Index Linking to the Property Section).

We will pay **you** the value of **property** insured at the time of the **damage** or, at **our** option, reinstate, replace or repair such

property or any part of such **property** in accordance with the following bases of settlement. **We** will not be bound to reinstate exactly, but only as circumstances permit. **We** will not pay for the cost of preparing a claim.

A Reinstatement

For items insured by Sub-Sections C – Glass, Blinds and Signs, F – Specified Property and G – Machinery and Computer Equipment Breakdown or where R is shown as the basis of settlement on the **schedule**, (except **computer equipment**, computer records, business books, manuscripts, plans and designs or other documents) the basis of settlement of any claim shall be the full cost of replacement as new which shall be:

- a) where **property** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **property** to a condition substantially the same but not better or more extensive than its condition when new
- b) where **property** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new.

For **computer equipment** insured by Sub-Section B – Contents and Sub-Section G – Machinery and Computer Equipment Breakdown, the basis of settlement shall be:

- i. where **computer equipment** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **computer equipment** to a working condition, substantially the same but not better or more extensive than its condition when new
- ii. where **computer equipment** is lost, destroyed or damaged beyond repair its replacement by similar **computer equipment** of equal performance and capacity or if that is impossible, replacement by new **computer equipment** having the nearest higher performance and capacity to the item lost, destroyed or damaged.

Special Provisions

The following special provisions apply when a claim is dealt with on this basis:

- a) if replacement does not happen within 12 months of the **damage**, or longer period if agreed in writing by **us, we** will settle the claim in accordance with Basis of Settlement B Indemnity
- b) when any **property** insured by this section is damaged in part only, **our** liability will not exceed the sum representing the cost which **we** could have been called upon to pay for the replacement if such **property** had been wholly destroyed
- c) the basis of settlement for customers' goods shall be as per B Indemnity
- d) no payment beyond indemnity shall be made until the cost of replacement has actually been incurred.

B Indemnity

For:

- a) unsold **stock** or **target stock**
 - b) customers' goods, clothing or household linen
- the amount **we** will pay is the cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the **damage**.

For **stock** or **target stock** sold, but not delivered, for which **you** are responsible under the terms of the sale contract, **we** will make payment on the basis of the contract price if following insured **damage** the contract is cancelled, due to the contract conditions, either wholly or to the extent of the **damage**.

For **property** where I is shown as the basis of settlement on the **schedule** (other than **stock** or **target stock**), the amount **we** will pay is the cost of repair or replacement of such **property** (less a reduction for wear, tear and depreciation) to a condition equal to but not better or more extensive than its condition immediately prior to the **damage** (unless otherwise shown by endorsement to the **schedule**).

C Day One

For items where D is shown as the basis of settlement on the **schedule** (except **computer equipment**, computer records, business books, manuscripts, plans and designs or other documents), the basis of settlement of any claim shall be the full cost of replacement as new which shall be:

- a) where **property** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **property** to a condition substantially the same but not better or more extensive than its condition when new
- b) where **property** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new provided **you** tell **us**, at inception of this **policy** and at the inception of each subsequent **period of insurance**, the **declared value** of each item of **property** insured on this basis.

For **computer equipment** insured by Sub-Section B – Contents, the basis of settlement shall be:

- i. where **computer equipment** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **computer equipment** to a working condition, substantially the same but not better or more extensive than its condition when new
- ii. where **computer equipment** is lost, destroyed or damaged beyond repair its replacement by similar **computer equipment** of equal performance and capacity or if that is impossible, replacement by new **computer equipment** having the nearest higher performance and capacity to the item lost, destroyed or damaged

provided **you** tell **us**, at inception of this **policy** and at the inception of each subsequent **period of insurance**, the **declared value** of each item of **computer equipment** insured on this basis.

D Designation

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

E Computer Records and Documents

The basis of settlement of any claim for computer records, business books, manuscripts, plans and designs or other documents shall be their value as materials or stationery together with the cost of clerical labour expended in their reproduction (or restoration if more economical).

Conditions Precedent to Liability – Property Section

1 Fire Extinguisher Requirements

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire that:

- a) a fire extinguisher or extinguishers as required in accordance with **your** fire risk assessment or, where such an assessment is not required by law, a suitable fire extinguisher or extinguishers appropriate for **your** workplace must be installed at the **premises**
- b) such fire extinguishers must be subject to an annual maintenance contract.

2 Intruder Alarm Condition

(This condition is only operative if shown as applicable on the **schedule**)

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire, theft or attempted theft or malicious persons under Sub-Sections A – Buildings, B – Contents, C – Glass, Blinds and Signs, D – Money and E – Assault by Thieves of this section that the following minimum standards are in place:

- a) The **premises** must be protected by an **intruder alarm system** providing a level of protection agreed with **us**.

- b) The **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with **us**.
 - c) No alteration to or substitution of:
 - i. any part of the **intruder alarm system**
 - ii. the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**
 - iii. the maintenance contractmust be made without **our** written consent.
 - d) The **premises** must not be left without at least one responsible person in them without **our** prior consent:
 - i. unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation
 - ii. if the police have withdrawn their response to alarm calls. For the purposes of this condition 'responsible person' is **you**, a **partner** or **director** or any other person authorised by **you** to be responsible for the security of the **premises**.
 - e) All keys to the **intruder alarm system** must be removed from the **premises** when the **premises** are left unattended.
 - f) **You** must appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company. For the purposes of this condition, 'keyholder' is **you**, a **partner** or **director** or any other responsible person or professional key holding company authorised by **you** who is available at all times to accept notification of any activation of the **intruder alarm system** or interruption of the means of communication to attend and allow access to the **premises**.
 - g) **You** must maintain the secrecy of codes for the operation of the **intruder alarm system** and share them only with keyholders. No details of codes are to be left on the **premises**.
 - h) In the event of notification of any activation of the **intruder alarm system** or interruption of the means of communication during any period that the **intruder alarm system** is set a keyholder must:
 - i. attend the **premises** as soon as reasonably possible
 - ii. enter the **premises** if it is safe to do so
 - iii. remain in the **premises** until the **intruder alarm system** has been re-set or an engineer has attended to repair or re-set the **intruder alarm system**
 - iv. remain at the **premises** until they are fully secure.
 - i) In the event of **you** receiving any notification:
 - i. that police attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed
 - ii. from a local authority or magistrate imposing any requirement for abatement of nuisance relating to the **intruder alarm system**
 - iii. that the **intruder alarm system** cannot be returned to or maintained in full working order
- you** must advise **us** as soon as possible and in any event not later than 10.00am on **our** next working day and comply with any reasonable subsequent requirements stipulated by **us**.

Loss of Income Section

Sub-Section A – Income/Costs

The covers described below are only operative if shown as insured on the **schedule**

Cover

1 Gross Profit

We will pay for loss of **gross profit** as a result of interruption of or interference with the **business** arising from accidental **damage** occurring during the **period of insurance** to **property** shown on the **schedule** and used by the **business** at the **premises**.

2 Gross Revenue

We will pay for loss of **gross revenue** as a result of interruption of or interference with the **business** arising from accidental **damage** occurring during the **period of insurance** to **property** shown on the **schedule** and used by the **business** at the **premises**.

3 Rent Receivable

We will pay for loss of **rent receivable** as a result of interruption of or interference with the **business** arising from accidental **damage** occurring during the **period of insurance** to insured **property** shown on the **schedule** and used by the **business** at the **premises**.

4 Increase in Cost of Working

We will pay for **increase in cost of working** as a result of interruption of or interference with the **business** arising from accidental **damage** occurring during the **period of insurance** to **property** shown on the **schedule** and used by the **business** at the **premises**.

5 Additional Increase in Cost of Working

We will pay for **additional increase in cost of working** as a result of interruption of or interference with the **business** arising from accidental **damage** occurring during the **period of insurance** to **property** used by the **business** at the **premises**

Extensions to Sub-Section A – Income/ Costs

(Subject to the terms, conditions and exclusions of this sub-section and this section and this **policy**)

1 Accountants' and Auditors' Charges

We will pay for charges payable by you to **your** accountants or auditors to confirm any declarations required by **us** in accordance with Basis of Settlement 9 Declaration Linked.

2 Documents

We will cover **you** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** occurring during the **period of insurance** to computer records, business books, manuscripts, plans and designs or other documents belonging to **you** or held in trust by **you** whilst:

- temporarily at premises not in **your** occupation, or
- whilst in transit within the **territorial limits** and travelling between the specified territories.

3 Denial of Access

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** occurring during the **period of insurance** to **property** within a radius of 1km of the **premises** which prevents or physically hinders the use of or access to the **premises**, whether or not there has been **damage** to **property** at the **premises**.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

4 Public Utilities

We will cover **you** up to the limit shown on the **schedule** for loss resulting from the interruption of or interference with the **business** as a direct result of accidental failure occurring during the **period of insurance** of wireless or wired telecommunications services and the public supply of water, electricity or gas at the terminal ends of the supply company's feed to the **premises**.

We will not be liable for:

- the deliberate act of the supplier to restrict or withhold the supply
- atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
- a fault in any part of the installation **you** are responsible for at the **premises**
- drought
- any interruption of or interference with the **business** as a direct result of a failure of wireless or wired telecommunications services or a public supply which lasts less than 24 consecutive hours.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

5 Loss of Book Debts

We will cover **you** up to the limit shown on the **schedule** for loss if **you** are unable to trace or establish the **outstanding debit balances** as a result of accidental **damage** occurring during the **period of insurance** to **your** books of account or other business books or records whilst at the **premises** or temporarily removed elsewhere within the **territorial limits**.

Payment will not exceed:

- the difference between the **outstanding debit balances** and the total of the amounts received or traced, and
- the additional expenditure incurred, with **our** prior consent, in tracing and establishing the **outstanding debit balances** after the **damage**.

We will not pay for losses resulting from:

- books or records being mislaid or misfiled
- deliberate falsification of business records
- distortion, erasure or corruption of information on **computer media** or other records:
 - due to the presence of magnetic flux unless such flux results from lightning
 - whilst mounted in or on any machine or data processing apparatus unless caused by **damage** to the machine or apparatus
 - due to defects in such records.

6 Customers

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** occurring during the **period of insurance** to **property** at the premises, within the **territorial limits** of any customers with whom, at the time of the **damage**, **you** have contracts or trading relationships to supply goods or services.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

7 Suppliers

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** occurring during the **period**

of insurance to property at the premises, within the **territorial limits** of any manufacturer, processor, packer or supplier, other than a supplier of water, electricity, gas or telecommunications with whom, at the time of the **damage**, **you** have contracts or trading relationships to purchase goods or services.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

8 Property Stored Away from the Premises

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** occurring during the **period of insurance** to **general contents** or **stock** owned by **you** or for which **you** are responsible whilst temporarily stored inside any building within the **territorial limits**.

9 Property in Transit

We will cover **you** up to the limit shown on the **schedule** in respect of loss resulting from interruption of or interference with the **business** as a direct result accidental **damage** occurring during the **period of insurance** to **general contents** or **stock** owned by **you** or for which **you** are responsible whilst in transit within the **territorial limits** and travelling between the specified territories.

10 Diseases (Premises), poisoning, vermin, defective drains, murder, manslaughter, suicide or rape

We will pay for loss resulting from the interruption of or interference with the **business** as a direct result of:

- a) any occurrence of the following diseases, or discovery of an organism which causes the following diseases, at the **premises**:
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever
 - b) any occurrence of food or drink poisoning attributable to food or drink supplied from the **premises**
 - c) the discovery of vermin or pests at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
 - d) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
 - e) any occurrence of murder, manslaughter, suicide or rape at the **premises**
- during the **period of insurance**.

We will not pay for:

- i. any costs incurred in the cleaning, repair, replacement, recall or checking of **property** or the **premises**
- ii. any amount in excess of £100,000 in any one **period of insurance**.

For the purposes of this extension, the **indemnity period** means the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning:

- a) in the case of a, b and e above, with the date of the occurrence or discovery (whichever occurs first), or
- b) in the case of c and d above, with the date from which local authority restrictions are applied to the **premises** and ending not later than three months thereafter.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

11 Exhibitions, Trade Shows or Conferences

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as

a direct result of accidental **damage** occurring during the **period of insurance** to **general contents**, **stock** or trade samples owned by **you** or for which **you** are responsible whilst at any exhibition, trade show or conference site in which **you** are a participant as an exhibitor or attendee including whilst in transit within **Europe**.

12 Contract Sites

We will cover **you** up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** occurring during the **period of insurance** within the **territorial limits** to insured **property** whilst at any contract site away from the **premises** where **you** are required to undertake work.

Exclusion to Sub-Section A – Income/ Costs Property Insurance

Unless otherwise stated, **we** will not pay for any loss unless at the time of the **damage** to **property** resulting in interruption of or interference with the **business** there is in force an insurance policy covering **your** interest in the **property** for the **damage** and:

- a) payment has been made or liability admitted for the **damage**, or
- b) payment would have been made or liability would have been admitted for the **damage** but for the exclusion of losses below a stated amount or percentage in the policy.

Sub-Section B – Machinery and Computer Equipment Breakdown

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay for loss occurring during the **period of insurance** directly arising from an **accident** to **covered equipment**:

- a) at the **premises**
- b) during **transit** anywhere in the **territorial limits**
- c) whilst temporarily removed from the **premises** to a location anywhere within the **territorial limits** provided that the **covered equipment**:
 - i. remains under **your** control, or
 - ii. is removed for the purpose of repair, replacement, restoration, service or modification

provided **we** have admitted liability under Sub-Section G – Machinery and Computer Equipment Breakdown of the Property Section.

Limit

We will pay for loss as calculated under Sub-Section A – Income/ Costs up to the limit shown on the **schedule** for Sub-Section B – Machinery and Computer Equipment Breakdown except for losses resulting from an **accident** to **portable computer equipment** where **our** liability will not exceed £5,000 for any one **accident** and £50,000 in any one **period of insurance**.

Extensions to Sub-Section B – Machinery and Computer Equipment Breakdown

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Computer Operations

We will pay for costs incurred in minimising or preventing the resulting interruption of or interference with **your** computer operations following an **accident** to, or **electronic derangement** of, **computer equipment** insured by the Property Section for which **we** have admitted liability under Sub-Section G – Machinery and Computer Equipment Breakdown.

Our liability under this extension will not exceed £50,000 in any one **period of insurance**.

2 Additional Access Costs

We will pay for additional cost incurred in order to gain access to repair or replace the **covered equipment** following an **accident**.

Our liability under this extension will not exceed £20,000 for any one **accident** and £100,000 in any one **period of insurance** except for losses resulting from an **accident to computer equipment** where **our** liability will not exceed £20,000 for any one **accident** and £50,000 in any one **period of insurance**.

3 Service Providers

We will pay for loss as calculated under Sub-Section A – Loss of Income/Costs up to the limit shown on the **schedule** for Sub-Section B – Machinery and Computer Equipment Breakdown, directly arising from an **accident to covered equipment** which occurs at **your service provider's** premises.

The proviso that liability must be admitted under Sub-Section G – Machinery and Computer Equipment Breakdown of the Property Section does not apply to this extension.

4 Public Relations Costs

In the event of financial loss and with **our** prior written agreement **we** will pay the cost for the services of a professional public relations firm to assist **you** in creating and disseminating communications to:

- a) the media
- b) the public
- c) **your** customers and clients.

Exclusions to Sub-Section B – Machinery and Computer Equipment Breakdown

1 Back-up Procedures

We will not be liable for delay in resuming operations due to the need to reconstruct or re-input **data** onto **computer media** where **you** have not fully complied with Condition 2 Back-up Procedures to Sub-Section G – Machinery and Computer Equipment Breakdown of the Property Section.

2 Own Surrounding Property Damage

We will not be liable under this sub-section for loss resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure.

Sub-Section C – Loss of Licence

The cover described below is only operative if shown as insured on the **schedule**

Cover

If the licence specified in the **schedule** in respect of the **premises** is:

- a) forfeited under the provisions of the legislation governing such licences, or
- b) refused renewal by the appropriate licensing authority from causes beyond **your** control during the **period of insurance**, **we** will cover **you** in respect of either:
 - i. loss of **gross profit** or **gross revenue** as a result of interruption of or interference with the **business**, or
 - ii. in the event that the **business** is sold or discontinued, depreciation in the value of **your** interest in the **premises**.

Extension to Sub-Section C – Loss of Licence

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

Defence Costs

We will pay costs and expenses incurred, with **our** prior consent, in connection with any proceedings in which an order for a forfeiture or refusal of the licence is made, arising out of a cause beyond **your** control, including any appeal against such order.

Exclusions to Sub-Section C – Loss of Licence

1 Town and Country Planning

We will not pay for loss resulting from the forfeiture or refusal to renew the licence, directly or indirectly arising from:

- a) any scheme of town or country planning, improvement or redevelopment or compulsory purchase, or
- b) the surrender, reduction or redistribution of licences in connection therewith.

2 Change in Law

We will not pay for loss resulting from the forfeiture or refusal to renew the licence, directly or indirectly, arising from any alteration in the law affecting the granting, surrender or forfeiture of or the refusal to renew any licence.

Conditions Precedent to Sub-Section C – Loss of Licence

1 Breach of Licensing Laws

You must give **us** immediate notice in the event of any proceedings against or conviction of **you**, a **partner**, **director**, **club official**, manager, tenant or occupier of the **premises** for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to their honesty, moral standing or sobriety.

2 Objection to Renewal of Licence

You must give **us** notice immediately **you** become aware of any objection to renewal or other circumstances which might endanger the renewal of the licence.

3 Notification of Forfeiture of Licence

In the event of a forfeiture or refusal of renewal of the licence **you** must notify **us** within 24 hours after the order by the authorities and also state as far as **you** are able the grounds upon which such order has been made.

4 Notification of Review of Licence

In the event of a review of the licence **you** must notify **us** within 24 hours of the advertising of the review by the authorities, and also state as far as **you** are able the grounds upon which such review has been made.

Basis of Settlement – Loss of Income Section

1 Gross Profit

We will calculate the loss of **gross profit** as follows:

- a) in respect of the reduction in **turnover** due to the **damage** or loss of licence, apply the ratio of **gross profit** earned on the **turnover** during the financial year immediately before the **damage** or loss of licence to the amount by which the **turnover** during the **indemnity period** will fall short of the **turnover** during the corresponding period in the year immediately prior to the date of the **damage** or loss of licence, and
 - b) **increase in cost of working** but not exceeding the reduction in the **gross profit** avoided
- less any sum saved during the **indemnity period** for expenses, charges or for depreciation in the value of **stock** and **target stock** which would have been paid for by the **business** out of the **gross profit**.

2 Gross Revenue

We will calculate the loss of **gross revenue** as follows:

- a) an amount by which the **gross revenue** during the **indemnity period** shall in consequence of the **damage** or loss of licence, fall short of the **gross revenue** during the corresponding period in the year immediately prior to the date of the **damage** or loss of licence, and
- b) the **increase in cost of working** but not exceeding the reduction in **gross revenue** avoided

less any sum saved during the **indemnity period** for expenses, charges or for depreciation in the value of **stock** and **target stock** which would have been paid for by the **business** out of the **gross revenue**.

3 Rent Receivable

We will calculate the loss of **rent receivable** as follows:

- a) the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the amount that should have been received, and
- b) **increase in cost of working** but not exceeding the reduction of **rent receivable** avoided

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

4 Trends and Variations

Adjustments will be made to the figures representing **gross profit**, ratio of **gross profit**, **turnover** and **gross revenue** to allow for trends, variations or special circumstances affecting the **business** either before or after the occurrence of **damage** or loss of licence, or which would have affected the **business** had the **damage** or loss of licence not occurred, so that these figures represent as near as possible the results which but for the **damage** or loss of licence would have been obtained during the relative period after the **damage** or loss of licence.

5 Maximum Amount Payable

The maximum amount **we** will pay under this section will not exceed in any one **period of insurance** the sums insured or limits shown on the **schedule** plus any additional percentage shown in Basis of Settlement 9 Declaration Linked if either **estimated gross profit** or **estimated gross revenue** is shown as being operative and subject to any limit otherwise specified in this **policy**.

6 Value Added Tax (VAT)

To the extent that **you** are accountable to the tax authorities for Value Added Tax (VAT), all terms in this section will be exclusive of this tax.

7 Departmental Trading

If the **business** is conducted in departments or across a number of **premises**, the separate trading results of which can be ascertained, then any claim settlement under this section will be calculated for each department or **premises**.

8 Alternative Trading

If during the **indemnity period** work is done or services are provided elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf, the money paid or payable in respect of such work or services will be brought into account in arriving at the **gross profit** or **gross revenue** during the **indemnity period**.

9 Declaration Linked

When **estimated gross profit** is shown on the **schedule**, **you** have elected to have the basis of settlement amended to declaration linked.

For this purpose:

- a) wherever **gross profit** is shown in this **policy** it should be read as **estimated gross profit** as defined
- b) **our** liability under Basis of Settlement 1 Gross Profit will not exceed 133.3% of the sum insured shown on the **schedule** for estimated **gross profit**
- c) the first and annual premiums are provisional based on the **estimated gross profit**.

You must provide **us** with a declaration, not later than six months after the expiry of each **period of insurance**, which has been confirmed by **your** accountants or auditors of the **gross profit** earned during the financial year most nearly concurrent with the **period of insurance**.

When **estimated gross revenue** is shown on the **schedule**, **you** have elected to have the basis of settlement amended to declaration linked.

For this purpose:

- a) wherever **gross revenue** is shown in this **policy** it should be read as **estimated gross revenue** as defined
- b) **our** liability under Basis of Settlement 2 Gross Profit will not exceed 133.3% of the sum insured shown on the **schedule** for estimated **gross revenue**
- c) the first and annual premiums are provisional based on the **estimated gross revenue**.

You must provide **us** with a declaration, not later than six months after the expiry of each **period of insurance**, which has been confirmed by **your** accountants or auditors of the **gross revenue** earned during the financial year most nearly concurrent with the **period of insurance**.

Extensions to the Loss of Income Section

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Terrorism

Where Extension 16 Terrorism of the Property Section is operative, **terrorism** cover is also provided by this section. Any payment in respect of **terrorism** under this section will be subject to the same exclusions and conditions applicable to that extension.

2 Claim Preparation Costs

We will pay for:

- a) charges payable by **you** to **your** accountant, auditor or other professional consultant (other than **your agent**)
- b) additional costs incurred by **you** for an **employee** to produce particulars, details, proofs, information or evidence that **we** may require in connection with any claim for which **we** have admitted liability under this section and where the cost of the claim exceeds £50,000.

We will not pay for any amount in excess of £25,000 in any one **period of insurance**.

Liability Section

Sub-Section A – Employers' Liability

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental **injury** sustained by any **employee** caused during the **period of insurance**, arising out of and in the course of their engagement by **you** for the purposes of the **business** and occurring within the **territorial limits**.

We will also pay **your costs and expenses**.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause including all compensation, **claimants' costs and expenses** and **your costs and expenses** will not exceed:

- a) in respect of **terrorism**, £5,000,000
- b) in respect of all other claims, the employers' liability limit of indemnity shown on the **schedule** for this sub-section.

If **we** allege that by reason of the **terrorism** limitation any **injury**, cost or expense is not covered or is covered only up to the limit of indemnity, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a or b above.

Extensions to Sub-Section A – Employers' Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Corporate Manslaughter – Legal Defence Costs

We will pay **your costs and expenses** incurred in connection with:

- a) the defence of criminal proceedings brought against **you**
 - b) an appeal against a conviction
- in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i. for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- ii. for costs and expenses in connection with remedial orders or publicity orders
- iii. for costs and expenses in connection with a charge or investigation which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- iv. for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- v. for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Sub-Section B – Public Liability, Sub-Section C – Products Liability

- vi. for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- vii. for the payment of fines or penalties
- viii. if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work etc. Act 1974 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner, club official or employee** in respect of **your costs and expenses** incurred in:

- a) the defence of a prosecution
 - b) an appeal against a conviction
- for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:
- i. was committed, or is alleged to have been committed, in the course of the **business** during the **period of insurance**
 - ii. relates to the health, safety and welfare of an **employee**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- a) for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- b) for costs and expenses in connection with remedial orders
- c) for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- d) for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- e) unless each **director, partner, club official or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- f) for the payment of fines or penalties
- g) if an indemnity is provided by any other insurance.

3 Unsatisfied Court Judgments

If a judgment for damages or costs is obtained by an **employee** or their personal representatives for an **injury** sustained by the **employee** within the **territorial limits** **we** will, at **your** request, pay to the **employee**, or their personal representatives, the amount of such compensation to the extent that it remains unsatisfied provided that:

- a) the **injury** is caused during the **period of insurance**
- b) the **injury** arises out of their engagement by **you** in the course of the **business**
- c) the judgment remains unsatisfied in whole or in part six months after the date of such judgment
- d) the judgment for damages was obtained in a court of law within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man

- e) the judgment was against a company, partnership or individual other than **you**, conducting business at or from premises within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- f) the judgment is not the subject of an outstanding appeal
- g) if any payment is made under the terms of this extension the **employee** or the personal representatives of the **employee** shall assign the judgment to **us**.

4 Temporary Work Overseas

We will cover **you** in respect of legal liability incurred by **you** for accidental **injury** to **directors** or **employees** normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man arising from work undertaken by them in the course of the **business** elsewhere in the world provided that:

- a) the duration of such work does not exceed six months during the **period of insurance**
- b) such work or visits consist solely of clerical, sales promotion or administrative work or participation in exhibitions, trade shows or conferences as an exhibitor or attendee only or representing **you** in official competitions unless otherwise agreed by **us**.

Exclusion to Sub-Section A – Employers’ Liability

Use of Vehicles

We will not pay for liability for **injury** for which **you** are required to arrange insurance or security in accordance with road traffic legislation.

Condition to Sub-Section A – Employers’ Liability

Right of Recovery

The cover provided by this sub-section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man 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.

Sub-Section B – Public Liability

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay the amount of damages and **claimants’ costs and expenses** which **you** become legally liable to pay in respect of accidental:

- a) **injury**
- b) **damage to property**
- c) obstruction, trespass, nuisance or interference with any right of way, light, air or water

occurring during the **period of insurance** and arising in the course of the **business** and within the **territorial limits**.

We will pay **your costs and expenses** in addition.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed:

- a) in respect of **terrorism**, £2,000,000 or the public liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower
- b) in respect of all other claims, the public liability limit of indemnity shown on the **schedule** for this sub-section.

Where liability arises out of or in connection with **terrorism**, **our** maximum liability including damages, **claimants’ costs and expenses** and **your costs and expenses** under this sub-section will not exceed £2,000,000 or the public liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower.

If **we** allege that by reason of the **terrorism** limitation any **damage, injury**, cost or expense is not covered or is covered only up to the **terrorism** limit of indemnity, the burden of proving the contrary will be upon **you**.

All **pollution or contamination** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.

Our total liability for all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** will not exceed the public liability limit of indemnity shown on the **schedule**.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a or b above.

Extensions to Sub-Section B – Public Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Corporate Manslaughter– Legal Defence Costs

We will pay **your costs and expenses** incurred in connection with:

- a) the defence of criminal proceedings brought against **you**
 - b) an appeal against a conviction
- in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i. for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- ii. for costs and expenses in connection with remedial orders or publicity orders
- iii. for costs and expenses in connection with a charge or investigation which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- iv. for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- v. for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Sub-Section A – Employers’ Liability or Sub-Section C – Products Liability for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- vi. for the payment of fines or penalties
- vii. if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work etc. Act 1974 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner, club official** or **employee** in respect of **your costs and expenses** incurred in:

- a) the defence of a prosecution
- b) an appeal against a conviction

for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:

- was committed, or is alleged to have been committed, in the course of the **business** during the **period of insurance**
- does not relate to the health, safety and welfare of an **employee**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- for costs and expenses in connection with remedial orders
- for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- unless each **director, partner, club official** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- for the payment of fines or penalties
- if an indemnity is provided by any other insurance.

3 Food Safety Act 1990 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner, club official** or **employee** in respect of **your costs and expenses** incurred in:

- the defence of a prosecution
- an appeal against a conviction

for a breach, or an investigation in connection with a breach, of Part II of the Food Safety Act 1990 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation was committed, or is alleged to have been committed, in the course of the **business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- unless each **director, partner, club official** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- for the payment of fines or penalties
- if an indemnity is provided by any other insurance.

4 Consumer Protection Act 1987 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner, club official** or **employee** in respect of **your costs and expenses** incurred in:

- the defence of a prosecution
- an appeal against a conviction

for a breach, or an investigation in connection with a breach, of Part II of the Consumer Protection Act 1987 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation was committed, or is alleged to have been committed, in the course of the **business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- for costs and expenses in connection with a charge or an investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- unless each **director, partner, club official** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- for the payment of fines or penalties
- if an indemnity is provided by any other insurance.

5 Data Protection

We will pay:

- the amount of compensation which **you** become legally liable to pay in respect of:
 - damage, either material or non-material, under the provisions of Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679)
 - damage or distress under the provisions of Section 13 of the Data Protection Act 1998
- for defence costs and prosecution costs awarded against **you** in respect of a prosecution under:
 - Article 83 of the General Data Protection Regulation (Regulation (EU) 2016/679)
 - Section 60 of the Data Protection Act 1998

following a breach of personal data (as defined in the law applicable) occurring during the **period of insurance** in the course of the **business** provided that **you** are included in the register maintained by the Information Commissioner's Office (ICO), or are in the process of registering with the ICO, and such registration has not been refused or withdrawn.

We will not be liable:

- for any deliberate act or omission by **you** or any **director, partner, club official** or **employee** from which **you** or they could have reasonably expected liability or costs to attach
- for liability, defence or prosecution costs arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
- for costs and expenses incurred in rectifying, replacing, reinstating, destroying or erasing data
- for costs and expenses incurred in investigating a personal data breach or in the reporting of such to the ICO
- for the payment of fines or penalties
- if an indemnity is provided by any other insurance.

6 Defective Premises Act 1972

We will cover **you** in respect of legal liability incurred by **you** during the **period of insurance** for accidental:

- injury**
 - damage to property**
- arising solely by reason of:

- Section 3 of the Defective Premises Act 1972, or
- Section 5 of the Defective Premises (Northern Ireland) Order 1975

in connection with premises which were owned by **you** in connection with the **business** but have been disposed of by **you** provided that **we** will not be liable:

- for the cost of remedying any defect or alleged defect in the premises
- if an indemnity is provided by any other insurance.

7 Leased, Hired or Rented Premises

We will cover **you** in respect of legal liability incurred by **you** as a tenant of premises **you** lease, rent or hire for the purpose of the **business** within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man in respect of:

- a) accidental **damage** to buildings including any landlord's fixtures and fittings
- b) reinstatement or repair of accidental **damage** to the underground water pipes, gas pipes, drains or sewers, electricity and telephone cables extending from the public mains to the buildings occupied by **you** in connection with the **business** but excluding **consequential loss** of any kind or description

provided that **we** will not be liable for liability attaching to **you** solely by the terms of the tenancy or any other agreement.

8 Motor Contingent Liability

We will cover **you** in respect of legal liability incurred by **you** for accidental:

- a) **injury**
 - b) **damage to property**
- arising out of the use of any motor vehicle in the course of the **business** provided that **we** will not be liable:
- i. for any vehicle owned or provided by **you** or any **principal** for whom **you** are working or any subcontractor acting for **you** or on **your** behalf
 - ii. for **damage** to such vehicle or to goods conveyed in or on it
 - iii. for any vehicle being driven by any person **you** or **your** representative know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - iv. if an indemnity is provided by any other insurance or security
 - v. for liability arising outside **Europe**
 - vi. to provide cover in respect of any party other than **you**.

9 Wrongful Arrest

We will pay **your costs and expenses, claimants' costs and expenses** and for damages awarded against **you** or any **director, partner, club official** or **employee** as a result of charges of wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy being brought against **you** or any **director, partner, club official** or **employee**.

We will also pay for **your costs and expenses** provided that:

- a) the person bringing the charges is not an **employee**
- b) such charges are brought in connection with the **business** during the **period of insurance**.

10 Overseas Personal Liability

We will cover **you** or any **director, partner, club official** or **employee** or any member of **your** or their family accompanying **you** or them in respect of legal liability incurred in a personal capacity arising out of accidental:

- a) **injury** to any person
 - b) **damage to property**
- occurring during the **period of insurance** during visits of less than six months duration in the course of the **business** to territories other than England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man provided that:
- i. the conduct and control of all claims is vested in **us**
 - ii. any person entitled to indemnity under this extension complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

We will not pay for:

- a) liability arising from or in connection with:
 - i. any business, profession or trade
 - ii. the ownership or occupation of land or buildings
 - iii. the ownership, possession or use of:
 - mechanically propelled vehicles and anything attached to them
 - craft intended to travel through air or space

- hovercraft and watercraft (other than non mechanically propelled craft less than nine metres in length used on inland waters)

- animals (other than pet domestic animals)

iv. **property** held in trust

v. **injury** to any **director, partner, club official** or **employee** or family member accompanying them

b) liability more specifically insured

c) liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

11 Temporary Work Overseas

We will cover **you** in respect of legal liability incurred by **you** for accidental:

a) **injury**

b) **damage to property**

arising from work undertaken by **you** or any **director, partner, club official** or **employee** in the course of the **business** in territories other than England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man provided that:

- i. **you** and any **director, partner, club official** or **employee** are normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- ii. the duration of such work does not exceed six months during the **period of insurance**
- iii. such work or visits consist solely of clerical, sales promotion or administrative work or participation in exhibitions, trade shows or conferences as an exhibitor or attendee only or representing **you** in official competitions unless otherwise agreed by **us**.

12 Libel and Slander

We will cover **you** in respect of legal liability incurred by **you** for any act of libel or slander committed in good faith by **you** or any **director, partner, club official** or **employee** during the **period of insurance** in the course of the **business** and relating solely to **your** in house publications including websites and trade publications.

The maximum amount **we** will pay under this extension in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause and in any one **period of insurance** will not exceed £25,000.

13 Member to Member Liability

We will cover, at **your** request, members of the club insured by this **policy** for legal liability incurred by them one toward the other whilst participating in club activities. This applies as if separate policies had been issued to each of the members.

The maximum amount **we** will pay under this extension in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed the limit of indemnity shown on the **schedule** for this sub-section.

14 Financial Loss

We will cover **you** in respect of all sums which **you** become legally liable to pay as compensation and **claimants' costs and expenses** arising out of **financial loss**, which:

- a arise from or in connection with the **business**, and
- b are first made against **you** during the **period of insurance**.

The cover provided by this extension will be interpreted as being in accordance with the law applicable in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man and no other.

We will not pay for:

- i liability arising directly or indirectly, which attaches because of an agreement but which would not have attached in the absence of such agreement and not as otherwise stated

- ii liability arising directly or indirectly from obstruction, trespass, nuisance or interference with any right of way, light, air or water
- iii liability arising directly or indirectly from **injury** or **damage to property**
- iv **financial loss** incurred by an **employee**
- v liability arising directly or indirectly from delays, strikes, lockouts or labour disturbances in which **you** or a **director, partner, club official** or **employee** are involved
- vi liability arising from or in connection with **products supplied**
- vii liability arising directly or indirectly from:
 - a any act of fraud, dishonesty, conspiracy, deceit or malicious falsehood or financial default or breach of contract
 - b discrimination, wrongful arrest, libel or slander
 - c the infringement or passing off of any patent, copyright, design, trademark or trade name
 - d a deliberate act or omission by **you** or a **director, partner** or **club official** or **employee**
- viii circumstances notified to previous insurers or known to **you** or a **director, partner** or **club official** at the inception of cover under this extension.

Our liability under this extension in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause and in any one **period of insurance** will not exceed £500,000.

Exclusions to Sub-Section B – Public Liability

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Products Supplied

We will not pay for liability arising from or in connection with any **products supplied** after they have ceased to be in **your** custody or control, other than food or drink supplied to **your** non-paying guests.

3 Employees

We will not pay for **injury** sustained by any **employee** arising out of and in the course of their employment by **you**.

4 Vehicles

We will not pay for liability arising from or in connection with the ownership, possession or use by **you** or on **your** behalf of:

- a) any mechanically propelled vehicle or plant being used in circumstances where road traffic legislation requires that there shall be in force a policy of insurance or other security, provided that if **you** are not entitled to indemnity from any other policy or security, this exclusion shall not apply to the bringing to or taking away of the load from any vehicle
- b) aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft (other than hand propelled watercraft), railways, railway locomotives and carriages.

5 Property in Your Possession

We will not pay for **damage** to:

- a) **property** belonging to **you**
- b) **property** held in trust or in the custody or control of **you** or any **director, partner** or **employee**

but this exclusion will not apply to:

- i. any personal **property** (including motor vehicles) of any **director, partner, club official** or **employee** or visitor of **yours**
- ii. leased, hired or rented premises as provided by Extension 7 Leased, Hired or Rented Premises of this sub-section.

6 Property Worked On

We will not pay for liability in respect of **damage** to **property** worked on where the **damage** is as a direct result of the work undertaken.

Sub-Section C – Products Liability

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental:

- a) **injury**
- b) **damage to property**

occurring within the **territorial limits** during the **period of insurance** and arising out of **products supplied** in the course of the **business** in or from England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

We will pay **your costs and expenses** in addition.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section in any one **period of insurance** and in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed:

- a) in respect of **terrorism**, £2,000,000 or the products liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower
- b) in respect of all other claims, the products liability limit of indemnity shown on the **schedule** for this sub-section.

Where liability arises out of or in connection with **terrorism**, **our** maximum liability including damages, **claimants' costs and expenses** and **your costs and expenses** under this sub-section will not exceed £2,000,000 or the products liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower.

If **we** allege that by reason of the **terrorism** limitation any **damage, injury**, cost or expense is not covered or is covered only up to the **terrorism** limit of indemnity, the burden of proving the contrary will be upon **you**.

All **pollution or contamination** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.

Our total liability for all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** will not exceed the products liability limit of indemnity shown on the **schedule**.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a, b or c above in any one **period of insurance**.

Extensions to Sub-Section C – Products Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Corporate Manslaughter– Legal Defence Costs

We will pay **your costs and expenses** incurred in connection with:

- a) the defence of criminal proceedings brought against **you**
 - b) an appeal against a conviction
- in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007,

for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i. for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- ii. for costs and expenses in connection with remedial orders or publicity orders
- iii. for costs and expenses in connection with a charge or investigation which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- iv. for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- v. for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Sub-Section A – Employers' Liability or Sub-Section B – Public Liability for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- vi. for the payment of fines or penalties
- vii. if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work etc. Act 1974 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner, club official or employee** in respect of **your costs and expenses** incurred in:

- a) the defence of a prosecution
- b) an appeal against a conviction

for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:

- i. was committed, or is alleged to have been committed, in the course of the **business** during the **period of insurance**
- ii. does not relate to the health, safety and welfare of an **employee**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- a) for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- b) for costs and expenses in connection with remedial orders
- c) for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- d) for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- e) unless each **director, partner, club official or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- f) for the payment of fines or penalties
- g) if an indemnity is provided by any other insurance.

3 Food Safety Act 1990 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner, club official or employee** in respect of **your costs and expenses** incurred in:

- a) the defence of a prosecution
- b) an appeal against a conviction

for a breach, or an investigation in connection with a breach, of Part II of the Food Safety Act 1990 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation was committed, or is alleged to have been committed, in the course of the **business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i. for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- ii. for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- iii. unless each **director, partner, club official or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- iv. for the payment of fines or penalties
- v. if an indemnity is provided by any other insurance.

4 Consumer Protection Act 1987 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner, club official or employee** in respect of **your costs and expenses** incurred in:

- a) the defence of a prosecution
- b) an appeal against a conviction

for a breach, or an investigation in connection with a breach, of Part II of the Consumer Protection Act 1987 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation was committed, or is alleged to have been committed, in the course of the **business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i. for costs and expenses in connection with a charge or an investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- ii. for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- iii. unless each **director, partner, club official or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- iv. for the payment of fines or penalties
- v. if an indemnity is provided by any other insurance.

5 Data Protection

Following a breach of personal data (as defined in the law applicable) occurring during the **period of insurance** in the course of the **business**, **we** will pay:

- a) the amount of compensation which **you** become legally liable to pay in respect of damage, either material or non-material, under the provisions of Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

- b) for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Article 83 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

provided that **you** are included in the register maintained by the Information Commissioner's Office (ICO) or the equivalent in the Channel Islands, or are in the process of registration and such registration has not been refused or withdrawn.

We will not be liable:

- i. for any deliberate act or omission by **you** or any **director, partner or employee** from which **you** or they could have reasonably expected liability or costs to attach
- ii. for liability, defence or prosecution costs arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- iii. for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
- iv. for costs and expenses incurred in rectifying, replacing, reinstating, destroying or erasing data
- v. for costs and expenses incurred in investigating a personal data breach or in the reporting of such to the ICO
- vi. for the payment of fines or penalties
- vii. if an indemnity is provided by any other insurance.

Exclusions to Sub-Section C – Products Liability

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Employees

We will not pay for liability arising from or in connection with **injury** sustained by any **employee** arising out of and in the course of their employment by **you**.

3 The United States of America or Canada

We will not pay for liability arising from or in connection with **products supplied** known by **you** or a **director, partner or club official** to be supplied directly or indirectly to the United States of America or any territory within its jurisdiction or Canada unless such cover is specifically noted as being insured on the **schedule**.

4 Recall Costs

We will not pay for the costs incurred by anyone in recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any **products supplied**.

5 Drugs and Medicines

We will not pay for liability arising from or in connection with the making up or prescribing or dispensing or repackaging of any drug, medicine or medical preparation.

6 High Risk Applications

We will not pay for liability arising from or in connection with any **products supplied** known by **you** or any **director, partner or employee** to be used in connection with aircraft, aerial devices, spacecraft, motor vehicles or the operational areas of gas, chemical, nuclear, petrochemical or power generation plants or mines.

7 Products Supplied

We will not pay for liability arising from or in connection with any **products supplied** whilst they are in the custody or control of **you** or any **director, partner, club official or employee**.

Extensions to the Liability Section

(Subject to the terms, conditions and exclusions of the sub-sections, this section and this **policy**)

1 Indemnity to Principal

We will, at **your** request, treat any **principal** as though they were **you** in respect of legal liability arising out of the performance of work by **you** for the **principal** provided that:

- a) **you** would have been liable if the claim had been made against **you**
- b) the **principal** complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- c) the conduct and control of all claims is vested in **us**
- d) **our** liability shall be limited to only what is required by the contract between **you** and the **principal**.

2 Indemnity to Directors, Partners, Club Officials and Employees

We will at **your** request treat **directors, partners, club officials or employees** as though they were **you** in respect of claims made against them provided they comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

3 Cross Liabilities

Where more than one party is named on the **schedule** as the Insured, this section shall apply separately to each party named in the same way as if a separate section had been issued to each of them.

4 Court Attendance

We will pay **you** the amounts shown below for each day such persons are required to attend court in connection with a claim for which **you** are entitled to indemnity under this section:

- a) **you** or any **director, club official or partner** £500
- b) any **employee** £250.

5 Legionellosis

General Exclusion 6 Pollution or Contamination will not apply in respect of **legionellosis** provided that:

- a) **we** will not be liable for **legionellosis** occurring prior to the commencement of cover under this section
- b) **we** will not be liable unless:
 - i. claims are first made in writing to **you**, a **director, club official or partner** during the **period of insurance**, or
 - ii. the first notification of **injury** or alleging **injury** or of any incidents which may give rise to a claim made to **you**, a **director, club official or partner** is notified to **us** during the **period of insurance** or within 30 days of expiry of the same **period of insurance**
- c) **we** will not be liable for any **legionellosis** occurring in the United States of America or any territory within its jurisdiction or Canada
- d) all **legionellosis** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place
- e) the maximum amount **we** will pay including damages, **claimants' costs and expenses** and **your costs and expenses** for **pollution and contamination** arising from or in connection with **legionellosis** during any one **period of insurance** will not exceed the public liability limit of indemnity shown on the **schedule**
- f) where more than one party is entitled to indemnity under this extension, **our** total combined liability to all parties will not exceed the public liability limit of indemnity shown on the **schedule** in any one **period of insurance**.

Exclusions to the Liability Section

1 Offshore

We will not pay for liability arising from or in connection with:

- a) any work in or on any offshore installation or support vessel
- b) travel to, from or between any offshore installation or support vessel
- c) work undertaken from an offshore installation or support vessel.

2 Excluded Locations

We will not pay for liability arising from or in connection with any work in or on:

- a) towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels
- b) aircraft, hovercraft, airports or airfields, railways, watercraft (other than hand propelled watercraft), docks or harbours, piers, wharves, breakwaters or sea walls
- c) collieries, mines, quarries, chemical works, gas works, oil refineries or bulk storage facilities for gas or oil, power stations, wind farms, nuclear installations or establishments.

3 Excluded Equipment

We will not pay for liability arising from or in connection with the use of cradles or tower cranes.

4 Excluded Activities

We will not pay for liability arising from or in connection with:

- a) water diversion, pile driving, underpinning or the use of explosives
- b) demolition or partial demolition that:
 - i. is not part of a contract for erection, re-construction, alteration or repair by **you**
 - ii. involves buildings or structures exceeding 15 metres in height from ground level
 - iii. is undertaken by subcontractors.

5 Excluded Compensation

(Not applicable to Sub-Section A – Employers' Liability unless otherwise shown)

We will not pay for:

- a) liquidated damages, fines or penalties
- b) exemplary, punitive or multiplied damages (these are damages in excess of normal compensation awarded to punish **you**).

6 Contractual Liability

(Not applicable to Sub-Section A – Employers' Liability)

We will not pay for liability assumed under the terms of a contract or agreement unless liability would also have attached in the absence of such contract or agreement and such liability is otherwise covered by this **policy**.

Where liability has been assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement, **we** will only pay if **we** have complete control of any proceedings and the settlement of any claim and provided that **we** will not pay for liability arising from or in connection with:

- a) **products supplied**
- b) liability that is not otherwise covered by this **policy**
- c) **damage to property** forming the subject of a contract or agreement for work therein or thereon including any costs or expenses incurred in connection therewith
- d) **damage to property** for which **you** are required to effect insurance under the terms of a contract or agreement.

7 Design, Advice or Treatment

(Not applicable to Sub-Section A – Employers' Liability)

We will not pay for liability arising:

- a) from the defective design, plan, formula or specification of **products supplied** if it is given for a fee or if a fee would normally be charged for it

- b) out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
- c) out of treatment given or administered by **you** or any **director, partner, club official** or **employee** or on **your** behalf unless shown by endorsement to the **schedule**
- d) from a failure to give advice or treatment or any lack of professional skill.

8 Jurisdiction

(Not applicable to Sub-Section A – Employers' Liability)

We will not pay for any claim made in the courts of a country outside **Europe**.

9 Defective Work

(Not applicable to Sub-Section A – Employers' Liability)

We will not pay for the cost of making good, replacing or reinstating defective work carried out by **you** or on **your** behalf.

Conditions to the Liability Section

Other Insurance

Unless otherwise excluded, if any claim under this section is also covered in whole or in part by any other existing insurance or by an indemnity from any other insurance or security, **our** liability shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other security had this section not been effected.

Condition Precedent to Liability

Legionellosis Precautions Condition

(Not applicable to Sub-Section A – Employers' Liability)

Where **you** own or are responsible for any water, air-conditioning or other purpose built system or equipment that uses water including, but not limited to, associated tanks, pipes, ducting, evaporative condensers, spa pools, saunas and Turkish baths at the **premises**, it is a condition precedent to **our** liability to pay claims in respect of **legionellosis** arising from or in connection with such system or equipment that **you** must:

- a) undertake risk assessments to identify the presence of legionella bacteria at intervals not exceeding 12 months
- b) take appropriate measures to prevent and control the growth and multiplication of legionella bacteria
- c) retain documentary evidence of all risk assessments and measures undertaken
- d) produce such documentary evidence if requested by **us**.

Property in Transit Section

Sub-Section A – Own Vehicles

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay for accidental **damage** occurring during the **period of insurance** to **general contents, stock** or **target stock** occurring during the **period of insurance** whilst:

- in transit** in **vehicles** owned by **you** or for which **you** are responsible
- kept within a securely locked building during transit for a period not exceeding 48 consecutive hours within the **territorial limits** shown on the **schedule** and travelling between the specified territories.

Extensions to Sub-Section A – Own Vehicles

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Vehicle Transfer

We will pay for the additional expenses incurred in transferring to another **vehicle**, including unloading and reloading and removal of any debris, required as a result of accidental **damage**.

Our liability under this extension will not exceed £2,500 in any one **period of insurance**.

2 Tarpaulins, Sheets, Ropes and Chains

We will pay for accidental **damage** to tarpaulins, sheets, ropes, chains, toggles and trolleys.

Our liability under this extension will not exceed £1,000 in any one **period of insurance**.

Conditions Precedent to Liability – Sub-Section A – Own Vehicles

1 Unattended Vehicles

Whenever a **vehicle** being used for the transport of **general contents, stock** or **target stock** is left unattended by **you**, a **director, partner** or **your** designated driver, it is a condition precedent to **our** liability to pay claims in respect of **damage** caused by theft or attempted theft or malicious persons that:

- all windows, sunroofs or other openings must be securely shut
- all doors to the **vehicle** (including the boot or any other lockable point of access) must be securely shut and locked
- any immobiliser and alarm must be set to be fully operational
- all keys or electronic devices to lock or unlock the **vehicle** must be removed from the **vehicle**.

2 Overnight Security

Whenever a **vehicle** being used for the transport of **general contents, stock** or **target stock** is left unattended by **you**, a **director, partner** or **your** designated driver, it is a condition precedent to **our** liability to pay claims in respect of **damage** caused by theft or attempted theft or malicious persons that the **vehicle** is, between 21:00hrs and 06:00hrs:

- stored in a locked and secure building or a **secure compound**
- secured in accordance with Condition 1 Unattended Vehicles of this section.

3 Vehicle Condition

It is a condition precedent to **our** liability to pay claims in respect of any **damage** that the **vehicle** being used for transport of items must be roadworthy and suitable for the carriage of the items.

Sub-Section B – Goods Sent By Carrier

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay for accidental **damage** occurring during the **period of insurance** to **general contents, stock** or **target stock** whilst **in transit** by a third party road haulier or by rail or post within the **territorial limits** shown on the **schedule** and travelling between the specified territories.

Extensions to the Property in Transit Section

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Terrorism

Where Extension 16 Terrorism of the Property Section is operative, **terrorism** cover is also provided by this section. Any payment in respect of **terrorism** under this section will be subject to the same exclusions and conditions applicable to that extension.

Exclusions to the Property in Transit Section

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Excluded Damage

We will not pay for **damage** caused by or resulting from:

- depreciation, deterioration or contamination unless caused by fire, explosion, theft or attempted theft or from collision or overturning of the **vehicle**
- inherent vice, latent defect, gradual deterioration, frost, operational error or omission
- wet or dry rot, shrinkage, evaporation, dampness, dryness, bruising, scratching, chipping, denting, rust, oxidation or discoloration, vermin or insects
- mechanical or electrical breakdown or derangement
- faults in processing or insufficient or unsuitable preparation
- change in temperature
- unexplained disappearance or inventory shortage.

3 Fraud

We will not pay for **damage** caused by acts of fraud or dishonesty of any person to whom **general contents, stock** or **target stock** have been entrusted including any collusion.

4 Theft from a Vehicle

We will not pay for **damage** caused by theft or attempted theft from a **vehicle** owned by **you** or for which **you** are responsible which does not involve entry to or exit from the **vehicle** by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against the driver or passengers of the **vehicle**.

5 Trailers, Demountable Bodies and Containers

We will not pay for **damage** to **general contents, stock** or **target stock** inside any trailer, demountable body or container or whilst they are detached from any **vehicle** owned by **you** or for which **you** are responsible.

6 Leakage and Spillage

We will not pay for **damage** caused by or resulting from leakage, shortage in weight or spilling unless caused by fire, explosion,

theft or attempted theft or from collision or overturning of the **vehicle**.

7 Dangerous Goods

We will not pay for **damage** to or caused by explosives, firearms, ammunition, fireworks, gases, flammable substances, radioactive materials, corrosives or any toxic or infectious substance.

8 Vehicles

We will not pay for **damage** to **vehicles** (including their accessories), demountable bodies, containers, caravans, railway locomotives, rolling stock, watercraft or aircraft.

9 Other Insurance

We will not pay for **damage** to **general contents, stock** or **target stock** which at the time of **damage** is insured by, or would but for the existence of this **policy** be insured by, any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

10 Open Vehicles

We will not pay for **damage** caused by theft or attempted theft from any open topped, open sided or curtain sided **vehicle**.

11 Consequential Losses

We will not pay for **damage** caused by or resulting from any delay, loss of market, strikes, reduction in value or **consequential loss** of any kind.

12 Haulage

We will not pay for **damage** to items carried by **you**, a **director, partner** or **your** designated driver for hire or reward.

13 Packaging and Addressing

We will not pay for **damage** caused by or resulting from the incorrect addressing or unsuitable or insufficient packaging of items.

14 Excluded Property

We will not pay for **damage** to **valuables, money**, promissory notes, securities, bonds, deeds or any other **property** more specifically insured.

15 Animals

We will not pay for loss of or injury to animals, birds, fish or any living thing.

Basis of Settlement – Property in Transit Section

Maximum Amount Payable

For **general contents, stock** or **target stock** the maximum amount **we** will pay for accidental **damage** is the limit per transit shown on the **schedule**. For clothing or **employees' personal belongings** the maximum amount **we** will pay for accidental **damage** is £1,000 per person. **We** will not pay for the cost of preparing a claim.

We will pay **you** in accordance with the following bases of settlement:

A Reinstatement

The basis of settlement of any claim in respect of:

- a) **general contents**, except in respect of **computer equipment, customers' goods, computer records, business books, manuscripts, plans and designs** or other documents, shall be the full cost of replacement as new which shall be:
- b) where an item is destroyed or lost, its replacement by a similar item in a condition equal to but not better or more extensive than its condition when new
- c) where an item is damaged, the repair of the **damage** and the restoration of the damaged portion of the item to a condition the same as, but not better or more extensive than, its condition when new.

For **computer equipment** (excluding **stock**) the basis of settlement shall be:

- i. where **computer equipment** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **computer equipment** to a working condition, substantially the same but not better or more extensive than its condition when new
- ii. where **computer equipment** is lost, destroyed or damaged beyond repair its replacement by similar **computer equipment** of equal performance and capacity or if that is impossible, replacement by new **computer equipment** having the nearest higher performance and capacity to the item lost, destroyed or damaged.

Special Provisions

The following special provisions apply when a claim is dealt with on this basis:

- a) if replacement does not happen within 12 months of the **damage**, or longer period if agreed in writing by **us, we** will settle the claim in accordance with Basis of Settlement B Indemnity
- b) when any item insured by this section is damaged in part only, **our** liability will not exceed the sum representing the cost which **we** could have been called upon to pay for the replacement if such item had been wholly destroyed
- c) no payment beyond indemnity shall be made until the cost of replacement has actually been incurred.

B Indemnity

The basis of settlement of any claim in respect of:

- a) unsold **stock** or **target stock** is the cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the **damage**.
- b) **stock** or **target stock** sold but not yet delivered, for which **you** are responsible under the terms of the sale contract, is the basis of the contract price if following insured **damage** the contract is cancelled, due to the contract conditions, either wholly or to the extent of the **damage**.

C Computer Records and Documents

The basis of settlement of any claim for computer records, business books, manuscripts, plans and designs or other documents shall be their value as materials or stationery together with the cost of clerical labour expended in their reproduction (or restoration if more economical).

D Customers' Goods

For customers' goods, **we** will settle the claim in accordance with Basis of Settlement B Indemnity.

E Designation

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

Personal Accident Section

The cover described below is only operative if shown as insured as insured on the **schedule**.

Cover

We will pay **you** the appropriate benefits shown on the **schedule** if during the **period of insurance** and in the **operative time** an **insured person** suffers **bodily injury** which, independently of any other cause and within two years of the **bodily injury**, results in death, disablement, loss of limbs, eyes, hearing or speech.

Benefits

1 Temporary Total Disablement

Bodily injury which solely and directly results in the total and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

2 Loss of Limbs, Eyes, Hearing or Speech

- a) Loss of Limbs:
 - i. In the case of a leg or legs:
 - a) loss by permanent physical severance at or above the ankle or
 - b) permanent and total loss of use of an entire foot or leg.
 - ii. In the case of an arm or arms:
 - a) loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or
 - b) permanent and total loss of use of an entire hand or arm.
- b) Loss of Eyes:
 - Irrecoverable loss of sight:
 - i. in both eyes if an **insured person** is registered as severely sight impaired
 - ii. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet).
- c) Loss of Hearing:
 - Total and permanent loss of hearing.
- d) Loss of Speech:
 - Total and permanent loss of speech.

3 Permanent Total Disablement

Bodily injury not resulting in death, loss of limb, sight, hearing or speech which has lasted for at least one year and which solely and directly results in the permanent and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

4 Death

Bodily injury which solely and directly results in the death of an **insured person**.

Payment of Benefits

Unless agreed by **us** in writing any claim under this section will commence with Benefit 1. If during the progress of the claim **we** agree with **you** it is more appropriate to progress to Benefit 2 or 3, all amounts paid or payable under Benefit 1 will be deducted from any sum paid under Benefit 2 or 3 in respect of the same **bodily injury**.

If a payment is made under Benefit 4, all amounts paid or payable under Benefits 1, 2 or 3 will be deducted from any sum paid under Benefit 4 in respect of the same **bodily injury**.

A **deferment period** applies in respect of Benefit 1.

Payment under Benefit 1 will be made when the total amount payable has been agreed or, if **you** request and **we** agree, at intervals of 4 weeks in arrears.

The maximum period for which payments will be made under Benefit 1 for any one accident or series of accidents occurring in any one **period of insurance** in respect of any one **insured person** is 104 weeks from the commencement of the disablement.

Extensions to the Personal Accident Section

(Subject to the terms, conditions and exclusions of this section and this **policy**)

1 Medical Expenses

When a payment is made under Benefits 1, 2, 3 or 4 **we** will also pay for medical expenses incurred and arising from treatment or nursing home charges following **bodily injury** to an **insured person** during the **period of insurance** up to:

- a) 5% of the total amount paid for Benefits 2, 3 and 4
- b) 15% of the total amount paid for Benefit 1.

2 Hospitalisation Benefit

When a payment is made under Benefits 1, 2, 3 or 4 **we** will also pay a hospitalisation benefit of £30 for each full day the **insured person** is hospitalised during the **period of insurance** as a result of **bodily injury**.

3 Disappearance

In the event of the disappearance of an **insured person** during the **period of insurance**, if they are entered onto the Register of Presumed Deaths and it is reasonable to believe that death occurred as a result of **bodily injury**, Benefit 4 shall be payable but if after payment has been made the **insured person** is subsequently found to be living such payment will be refunded to **us**.

4 Temporary Work Overseas

In respect of work or visits undertaken in connection with the **business** by any **insured person** normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, the indemnity provided by this section extends to include **bodily injury** occurring whilst working elsewhere in the world provided that:

- a) the duration of such work does not exceed six months during the **period of insurance**
- b) any work outside **Europe** consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences.

5 Personal Representatives

Where **you** are the sole proprietor of the **business**, **we** will pay **your** personal representatives if Benefit 4 becomes payable as a consequence of **your** death or disappearance.

Exclusions to the Personal Accident Section

We will not pay:

- 1 interest on any benefit payable
- 2 for **bodily injury** caused by or resulting from:
 - a) suicide, attempted suicide, a sexually transmitted disease, the **insured person** being under the influence of alcohol or the **insured person** being under the influence of drugs or controlled substances (unless administered under medical supervision other than for the treatment of drug or substance addiction)
 - b) deliberate or intentional self harm on the part of the **insured person**

- c) any physical defect, infirmity, medical condition or chronic or recurring illness for which the **insured person** has received medical treatment in the 12 months prior to death or the commencement of the disablement or loss of limbs, eyes, hearing or speech
- d) sickness or disease or any naturally occurring condition, degenerative process or gradually operating cause
- e) active service in the armed forces or reserve armed forces of any nation
- f) any other health problem which has not been declared to **us** but which ought reasonably to have been within the knowledge of the **insured person** at the inception of the **period of insurance** during which the **bodily injury** occurred
- g) the **insured person** engaging in or practising or training for sport involving financial gain or payment other than for reimbursement of travel and out of pocket expenses
- h) the **insured person** committing a criminal offence
- i) the use of wood-working machinery driven by steam, gas, water, electricity or other mechanical power including pendulum or swing saws. For the purposes of this exclusion, 'wood-working machinery' shall not include fret-saws, lathes, boring machines, sanding machines or any other mechanically driven portable tools held and applied to the work by hand
- j) any **bodily injury** to the **insured person** resulting from their engaging in or practising or training for any of the following pursuits or activities:
 - i. boxing, wrestling or other forms of unarmed or armed combat or martial arts
 - ii. mountaineering, rock or cliff climbing, coasteering or abseiling
 - iii. sports or activities involving freefalling or requiring the use of elastic ropes
 - iv. ice hockey or winter sports (other than ice skating and curling)
 - v. pot holing or similar underground activities
 - vi. racing (other than on foot)
 - vii. hunting, hunter trials or similar, show jumping or steeple chasing
 - viii. sailing or yachting outside British Coastal Waters, power boating, water ski jumping, jet skiing, flyboarding, sea canoeing, white water sports of any kind or other water activities that require the use of underwater breathing equipment
 - ix. rugby or any other type of football (other than amateur Association Football)
 - x. motor cycling involving racing, pace-making, speed testing, participating in any rally, reliability trial or competition, motocross, trail, enduro, trial or grass track riding
 - xi. engaging in or practising or training for flying or any other aerial activity (other than as a passenger in any passenger carrying aircraft but not as a member of the crew and not for the purpose of undertaking any trade or technical operation in or on the aircraft).

consequent upon the same original cause, event or circumstance shall be £1,000,000. In the event of the accumulated loss exceeding this amount, **our** liability in respect of each **insured person** will be proportionately reduced so that the total does not exceed that amount.

3 Discharge of Liability

When a payment is made under Benefits 2, 3 or 4 **our** liability under this section shall cease in respect of that **insured person**.

4 Evidence of Bodily Injury

Where a claim is made for Benefits 1, 2 or 3 all certificates, information and evidence **we** reasonably require shall be provided to **us** at **your** expense. Except in connection with Benefit 4, the **insured person** will agree to medical examination, when reasonably required, at **our** expense during the period of incapacity.

Where a claim is made for Benefit 4 **we** may require a post mortem at **our** expense. If the requirement for documents or attendance at examinations at **our** request is not complied with, **we** will stop all payments under this section and rights to benefit will be forfeited until the requested documentation is provided in its entirety or the **insured person** submits to examination within 30 days of being asked or a longer period mutually agreed by **you** and **us**

Conditions to the Personal Accident Section

1 Medical Practitioner

If an **insured person** sustains a **bodily injury** which may result in a claim under this section such **insured person** shall consult a duly qualified medical practitioner and follow any medical advice given.

2 Accumulation

The maximum amount **we** will pay under this and any other personal accident insurance policy issued by **us** in **your** name in respect of all **insured persons** suffering **bodily injury** in the same accident or series of accidents contributed to, caused by, or

Legal Expenses Section

Definitions

The following apply in addition to the definitions shown in the Definitions Section

Appointed Adviser

The solicitor, accountant, mediator or other adviser appointed by **us** to act on behalf of an **insured person**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **appointed adviser** and **our** claims administrator to pay their professional fees on the basis of “no-win no-fee”.

Conditional Fee Agreement

A legally enforceable agreement between an **insured person** and the **appointed adviser** for paying their professional fees on the basis of “no-win no-fee”.

Employee

A worker who has or alleges they have, entered into a contract of service with **you**.

Legal Costs

- a) Legal costs and disbursements incurred by the **appointed adviser** on the **standard basis** and agreed in advance by **us**.
- b) In civil claims, other side’s costs and disbursements where the **insured person** has been ordered to pay them or pays them with **our** agreement.
- c) Accountancy fees incurred in connection with a claim under Cover 4 – Tax Protection of the Legal Guard cover by the **appointed adviser** and agreed by **us**.
- d) An **insured person’s** basic wages or salary under Cover 9 – Loss of Earnings of the Legal Guard cover, in the course of their employment with **you** while attending court or tribunal at the request of the **appointed adviser** or whilst on jury service where **you** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
- e) The professional fees and expenses of an **appointed adviser** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** in connection with a claim under Cover 11 – Crisis Communication of the Legal Guard cover.

Reasonable Prospects of Success

- a) Other than as set out in b and c below, a greater than 50% chance of the **insured person** successfully pursuing or defending the claim and, if the **insured person** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- b) In criminal prosecution claims where the **insured person**:
 - i. pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine, or
 - ii. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- c) In all claims involving an appeal, a greater than 50% chance of the **insured person** being successful.

Small Claims Court

- a) A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999.
- b) A court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002.
- c) A court in Northern Ireland where the sum in dispute is less than £3,000.
- d) The equivalent jurisdiction elsewhere within the **territorial limits** where the **policy** applies.

Standard Basis

Costs assessed in accordance with the Courts’ Civil Procedure Rules Part 44. This means the court will only allow recovery of costs which are proportionate to the claim and which have been reasonably incurred.

Territorial Limits

Unless otherwise stated in the **schedule** or elsewhere in this **policy**, the following Territorial Limits apply:

- a) For Cover 6 – Legal Defence, Cover 7– Compliance and Regulation and Cover 12 – Contract and Debt Recovery: **Europe**.
- b) For all other covers: England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Cover

The cover described below is only operative if shown as insured on the **schedule**

Legal Guard

For this insurance and any extension of cover made operative on the **schedule we** will pay:

- a) **legal costs** up to the limit of indemnity shown on the **schedule**, and
- b) compensation awards under Cover 2 – Employment Compensation Awards up to an aggregate limit of £1,000,000 for all claims related by time or originating cause, including the cost of appeals subject to all of the following requirements being met:
 - i. the claim (unless otherwise stated) arises in connection with the **business** and occurs within the **territorial limits**
 - ii. the claim:
 - a) always has **reasonable prospects of success**
 - b) is reported to **us**
 - i. during the **period of insurance**
 - ii. as soon as the **insured person** first becomes aware of circumstances which could give rise to a claim
 - iii. unless there is a conflict of interest, the **insured person** always agrees to use the **appointed adviser** chosen by **us** in any claim:
 - a) to be heard by the **small claims court** or an Employment Tribunal
 - b) before proceedings have been or need to be issued
 - iv. any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body. A claim is considered to be reported to **us** when **we** have received the **insured person’s** fully completed claim form.

Cover 1 – Employment

We will pay **legal costs** in respect of a dispute between **you** and **your employee**, ex-**employee**, or a prospective employee, arising from a breach or an alleged breach of their:

- a) contract of service with **you**
- b) related legal rights.

A claim can be made under the **policy** provided that all internal procedures as set out in the:

- i. ACAS Code of Practice for Disciplinary and Grievance Procedures, or
 - ii. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland
- have been or ought to have been concluded.

Exclusions to Cover 1 – Employment

We will not pay for any claim relating to:

- a) the pursuit of an action by **you** other than an appeal against the decision of a court of tribunal
- b) actual or alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this **policy**, except where **you** have had equivalent cover in force up until the start of this **policy**
- c) **legal costs** for preparation and representation at an internal disciplinary hearing, grievance or appeal.

Cover 2 – Employment Compensation Awards

Following a claim **we** have accepted under Cover 1 – Employment, **we** will pay any basic and compensatory award awarded or an amount agreed by **us** in settlement of a dispute provided that compensation is:

- a) agreed through mediation or conciliation or under a settlement approved by **us**, or
- b) awarded by a tribunal judgment after full argument unless given by default.

Exclusions to Cover 2 – Employment Compensation Awards

We will not pay for compensation awards and settlements relating to:

- a) trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council
- b) money due to an **employee** under a contract or a statutory provision relating thereto
- c) civil claims or statutory rights relating to trustees of occupational pension schemes.

Cover 3 – Employment Restrictive Covenants

We will pay **legal costs** in respect of:

- a) a dispute with **your employee** or **ex-employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages provided that the restrictive covenant:
 - i. is designed to protect **your** legitimate business interests and
 - ii. is evidenced in writing and signed by **your employee** or **ex-employee**, and
 - iii. extends no further than is reasonably necessary to protect the business interests and
 - iv. does not contain restrictions in excess of 12 months
- b) a dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

Cover 4 – Tax Protection

We will pay **legal costs** in respect of:

- a) a formally notified aspect or full enquiry into **your** tax affairs, or into the personal tax affairs of **directors** and/or **partners**
- b) a dispute about **your** compliance with regulations relating to:
 - i. Value Added Tax
 - ii. Pay As You Earn
 - iii. Social Security
 - iv. National Insurance Contributions
 - v. the Construction Industry Scheme or
 - vi. IR35
- c) following a compliance check by HM Revenue & Customs
- d) an enquiry into **your** tax affairs, or into the personal tax affairs of **directors** and/or **partners**, arising from an alleged discovery by HM Revenue & Customs provided that:

- i. all returns are completed and have been submitted within the statutory timescales permitted
- ii. **you** keep proper records in accordance with statutory requirements
- iii. in respect of any appealable matter **you** have requested an Internal Review from HM Revenue & Customs where available.

Exclusions to Cover 4 – Tax Protection

We will not pay for any claim relating to:

- a) tax returns which result in HM Revenue & Customs imposing a penalty or claiming interest or which contain negligent misstatements
- b) an investigation by the Specialist Investigations Branch of HM Revenue & Customs
- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to financial arrangements
- d) any enquiry that concerns assets, monies or wealth outside of England, Scotland, Wales and Northern Ireland
- e) **your** failure to register for VAT.

Cover 5 – Property

We will pay **legal costs** in respect of a dispute relating to material property which **you** own or is **your** responsibility:

- a) following an event which causes physical damage to **your** material property
- b) following a public or private nuisance or trespass
- c) which **you** wish to recover or repossess from an **employee** or **ex-employee**.

Exclusions to Cover 5 - Property

We will not pay for any claim relating to:

- a) a contract between **you** and a third party except for a claim under Cover 5c above
- b) goods in transit or goods lent or hired out
- c) the compulsory purchase of, or demolition restrictions, controls or permissions placed on land or property by any government, local or public authority
- d) a dispute with any party other than the party who caused the damage, nuisance or trespass.

Cover 6 – Legal Defence

We will pay **legal costs** in respect of:

- a) a criminal investigation or enquiry by:
 - i. the police
 - ii. a health and safety authority, or
 - iii. other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to an **insured person** being prosecuted
- b) an offence or alleged offence which leads to an **insured person** being prosecuted in a court of criminal jurisdiction
- c) a motor prosecution brought against **directors** and **partners** which does not relate to the **business**.

Exclusion to Cover 6 – Legal Defence

We will not pay for any claim relating to a parking offence.

Cover 7 – Compliance and Regulation

We will pay **legal costs** in respect of:

- a) receipt of a Statutory Notice served against **you**
- b) notice of a formal investigation or disciplinary hearing by any professional or regulatory body
- c) a civil action alleging wrongful arrest arising from an allegation of theft
- d) a claim against **you** for compensation under the Data Protection Act 2018 provided that **you** are registered with the Information Commissioner.

Exclusions to Cover 7 – Compliance and Regulation

We will not pay for any claim relating to:

- a) the pursuit of an action by **you** other than an appeal
- b) a routine inspection by a regulatory authority
- c) a Health and Safety Executive Fee for Intervention.

Cover 8 – Statutory Licence Appeals

We will pay **legal costs** in respect of an appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **your** statutory licence or compulsory registration.

Cover 9 – Loss of Earnings

We will pay **legal costs** in respect of an **insured person's** absence from work to attend court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed adviser** or whilst on jury service which results in loss of earnings.

Exclusion to Cover 9 – Loss of Earnings

We will not pay for any sum which can be recovered from the court or tribunal.

Cover 10 – Employees' Extra Protection

At **your** request we will pay **legal costs**:

- a) where civil proceedings are issued against **your employee**:
 - i. for unlawful discrimination or
 - ii. in their capacity as a trustee of a pension fund set up for the benefit of **your employees**
- b) where **your employee** or a member of their family suffers physical bodily injury or death as a result of a sudden event
- c) for a claim arising from personal identity theft targeted at **you, directors** or **partners**.

Exclusions to Cover 10 – Employees' Extra Protection (applicable to a and b only)

We will not pay for any claim relating to:

- a) defending **you**
- b) a condition, illness or disease which develops gradually over time.

Cover 11 – Crisis Communication

Following an event which causes or could cause **your business** significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your business**, we will:

- a) liaise with **you** and **your** solicitor (whether the solicitor is an **appointed adviser** under this **policy**, or acts on **your** behalf under any other policy), to draft a media statement or press release
- b) arrange, support and represent an **insured person** at a press conference and/or
- c) prepare communication for **your** customers and a telephone or website script
- d) provide other assistance which in the **appointed advisor's** professional opinion is necessary to protect **your** reputation provided that **you** have sought and followed advice from **our** Crisis Communication helpline. The maximum we will pay for any claim brought under Cover 11 – Crisis Communication is £10,000.

Exclusions to Cover 11 - Crisis Communication

We will not pay for any claim relating to matters that should be dealt with through **your** normal complaints procedures.

Cover 12 – Contract and Debt Recovery

We will pay **legal costs** in respect of a breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit checks.

Exclusions to Cover 12 – Contract and Debt Recovery

We will not pay for any claim relating to:

- a) an amount which is less than £200
- b) the letting, leasing or licensing of land or buildings where **you** act as the landlord
- c) the sale or purchase of land or buildings
- d) loans, mortgages, endowments, pensions or any other financial product
- e) computer hardware, software, internet services or systems which:
 - i. have been supplied by **you** or
 - ii. have been tailored to **your** requirements
- f) a breach or alleged breach of a professional duty by an **insured person**
- g) the settlement payable under an insurance policy
- h) a dispute relating to an **employee** or ex-**employee**
- i) adjudication or arbitration.

Exclusions to the Legal Expenses Section

1 Consent

We will not pay for **legal costs**, communication costs or compensation awards incurred without **our** consent.

2 Act or Omission

We will not pay for any claim arising from or relating to any actual or alleged act, omission or dispute happening before, or existing at the start of the **policy**, and which **you** or an **insured person** knew or ought reasonably to have known could lead to a claim.

3 Allegations

We will not pay for any claim arising from or relating to an allegation against **you** or an **insured person** involving:

- a) assault, violence, indecent or obscene materials, dishonesty, malicious falsehood or defamation (except in relation to Cover 11 – Crisis Communication)
- b) the manufacture, dealing in or use of alcohol, illegal drugs or illegal immigration
- c) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).

4 Personal Injury and Property

We will not pay for defending a claim in respect of damages for:

- a) personal injury (other than injury to feelings in relation to Cover 1 – Employment)
- b) loss or damage to property owned by the **insured person**.

5 Copyright

We will not pay for any claim arising from or relating to patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Cover 3 – Employment Restrictive Covenants).

6 Disputes

We will not pay for any claim arising from or relating to a dispute with:

- a) any subsidiary, parent, associated or sister company or between shareholders or **partners**
- b) **us**, a managing agent or the party who arranged this cover (other than as provided for by Claims Condition 7 – Arbitration)
- c) a dispute between **your** family members.

7 Franchise or Agency Agreements

We will not pay for any claim arising from or relating to franchise or agency agreements.

8 Judicial Review

We will not pay for any claim arising from or relating to a judicial review.

9 Fines, Penalties or Compensation

We will not pay for fines, penalties or compensation awarded against an **insured person** (except as covered under Cover 2 – Employment Compensation Awards or d of Cover 7 – Compliance and Regulation) or costs awarded against an **insured person** by a court of criminal jurisdiction.

Conditions to the Legal Expenses Section

1 Co-operation

It is a condition precedent to **our** liability that **insured persons** keep to the terms of this **policy** and co-operate fully with **us**.

2 Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

All legal instruments and rules referred to within this section shall include equivalent legislation and rules in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation or rules.

Trustee and Corporate Liability Section

Definitions

The following apply in addition to the definitions shown in the Definitions Section

Assured

- a) all or any of the natural persons who were, or now are, or may, during the **period of insurance**, be appointed as **your** director, officer, governor, governing body/committee member or trustee, other than **your** external auditors, insolvency practitioners or solicitors
- b) any **employee** or volunteer (other than as detailed in item a of this definition) with a controlling involvement in the **business**
- c) the estates, heirs, legal representatives or assigns of the assured (as detailed in item a of this definition) in the event of the assured's death, incapacity, insolvency or bankruptcy but only in respect of any claim for which they would have been entitled to indemnity under this insurance in the absence of such death, incapacity, insolvency or bankruptcy
- d) spouses or civil partners of the assured (as detailed in item a of this definition) but only in respect of any claim brought against such spouse or civil partner to enforce against the property of such spouse or civil partner a judgment obtained against the assured, for which such assured is entitled to indemnity under this insurance.

For the purposes of this definition, director includes a de facto director or a shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.

Bail Costs

Costs incurred, with **our** prior consent, in paying for a bond to guarantee bail for the **assured** or the equivalent in any other jurisdiction as required by a court of law.

Company Wrongful Act

Any actual or alleged:

- a) breach of duty
- b) breach of trust
- c) negligent act, error or omission
- d) misstatement or misleading statement
- e) breach of warranty of authority
- f) any other matter claimed against **you** committed or attempted by **you** and arising from the conduct of **your business**.

Circumstance

An incident, occurrence, fact, matter, act, error, omission or event which could give rise to a claim.

Controlling Interest

Shares conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the capital of **you**, for the time being in issue, and conferring the right to vote at general meetings, including shares held by all persons who, in relation to each other, are associates or persons acting in concert within the meaning of the City Code on Takeovers and Mergers.

Discovery Period

The period (as set out in Extension 2 of the Extensions to Sub-Section A – Trustee Liability) commencing immediately after the expiry date of the **period of insurance**, during which written notice may be given to **us** of a claim first made during such period or the **period of insurance** for a **wrongful act** committed or attempted by the **assured** prior to expiry of the original **period of insurance** shown on the **schedule**.

Employment Claim

A claim by an **employee** for any actual or alleged:

- a) wrongful, unfair or constructive dismissal, discharge or termination of employment
- b) breach of written or implied contract of employment.

Investigation

An official:

- a) examination
- b) enquiry
- c) investigation

into **your** business activities commenced during the **period of insurance** by any regulatory body, government department or other body having a legal right to examine, conduct an enquiry or investigate **your** business activities. It does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry which is not related solely to the conduct of **you** or the **assured**.

Legal Representation Costs

Legal costs, fees, charges and expenses incurred, with **our** prior consent, for which the **assured** is legally liable to pay (other than the remuneration of **you** or the **assured** or any other additional costs incurred by **you** or the **assured**) for legal representation.

Outside Entity

Any corporate body, other than **you**, that is:

- a) tax exempt and not for profit, or
- b) a company in which **you** hold any issued share capital other than:
 - i. any corporate body registered, domiciled or incorporated outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
 - ii. any organisation providing financial services
 - iii. any listed company.

Territorial Limits

Unless otherwise stated in the schedule or elsewhere in this policy, the following Territorial Limits apply:

Sub-Section A – Trustee Liability and Sub-Section B – Corporate Liability

- a) England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- b) **Europe**.

Sub-Section C – Professional Indemnity

- a) England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- b) Rest of the world (but excluding the United States of America or any territory within its jurisdiction or Canada).

Wrongful Act

Any actual or alleged:

- a) breach of duty
- b) breach of trust
- c) negligent act, error or omission
- d) misstatement or misleading statement
- e) breach of warranty of authority
- f) liability for wrongful trading (under section 214 of the Insolvency Act 1986)
- g) libel or slander or defamation of character committed or attempted by the **assured** in their capacity as a director, officer, governor or trustee of **you**.

You, Your, Yours

Sub-Section A – Trustee Liability and Sub-Section B – Corporate Liability

The corporate body named on the schedule as the Insured including subsidiary companies notified by **you** and accepted by **us**.

Sub-Section C – Professional Indemnity

The person, persons or corporate body named on the **schedule** as the Insured including:

- a) any present or past principal, **partner**, **director** or **employee**
- b) any contractor working for the person, persons or corporate body named in the **schedule** but only in respect of their liability for the actions of such contractor.

Sub-Section A – Trustee Liability

The cover described below is only operative if shown as insured as insured on the **schedule**

Cover

1 Trustee Liability

We will pay the amount of damages and **claimants' costs and expenses** which the **assured** becomes legally liable to pay as the result of any claim made against the **assured** during the **period of insurance** (or **discovery period** if applicable) for a **wrongful act** within the **territorial limits** for which **you** have not provided indemnity to the **assured**.

2 Company Reimbursement

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay as the result of any claim made against the **assured** during the **period of insurance** (or **discovery period** if applicable) for a **wrongful act** within the **territorial limits** but only when and to the extent that **you** have provided an indemnity to the **assured**.

3 Outside Entity

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay as the result of any claim made against the **assured** during the **period of insurance** (or **discovery period** if applicable) for a **wrongful act** in their role as a director, officer, governor or trustee of an **outside entity**.

4 Legal Representation Costs

We will pay on behalf of the **assured** (or on **your** behalf to the extent that **you** have provided an indemnity to the **assured**) the **legal representation costs** and related professional fees arising from an **investigation** notified as being required during the **period of insurance**.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section including all damages and costs and expenses will not exceed the limit of indemnity shown on the **schedule** in respect of all claims made during the **period of insurance**.

Extensions to Sub-Section A – Trustee Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Past Assured

In the event that the insurance provided by this section is not renewed, cover will continue in respect of any **assured** who retires from or voluntarily ceases to be a director, officer, governor or trustee of **you** prior to the date of expiry of the **period of insurance**.

Cover will continue for a period of:

- a) 72 months (for retirement), or
 - b) 180 days (for reasons other than retirement)
- from the date of expiry of the **period of insurance** provided that:

- i. such **assured** has not been disqualified or dismissed from such office
- ii. it is not as a consequence of a takeover, merger or winding up
- iii. no similar insurance is in place elsewhere
- iv. cover will only apply to claims caused by a **wrongful act** occurring prior to the date of the **assured** ceasing in or retiring from their role as a director, officer, governor or trustee of **you**
- v. the extended cover period as noted in a and b above will run at the same time as any **discovery period** if applicable.

2 Discovery Period

If **we** refuse to renew the insurance provided by this section, the **assured** has the right to request a single extension of the **period of insurance** in respect of any claim made against the **assured** during the period of 12 months after the expiry of the **period of insurance** but only for a **wrongful act** by the **assured** or a **company wrongful act** by **you** committed or attempted prior to expiry of the original **period of insurance** shown on the **schedule**.

This right must be exercised by:

- a) giving **us** written notice, and
- b) payment of an additional premium of 50% of the full annual section premium (as at expiry)

within 30 days of the expiry of the original **period of insurance** shown on the **schedule**.

This extension will not be provided if, at the end of the **period of insurance**:

- i. **you** have accepted an offer of any similar insurance
- ii. **you** have merged with another company
- iii. a party has acquired 50% or more of the total voting rights conferred by all the issued shares in the capital of **you**
- iv. **we** refuse to renew the insurance provided by this section due to fraud, non-payment of premium, liquidation, bankruptcy or other insolvency.

For the purpose of this extension:

- a) the offer by **us** of renewal terms, conditions, limits or premium that differ to those of the expiring **policy** does not constitute a refusal to renew this insurance
- b) the extension of the **period of insurance** does not increase the limit of indemnity provided under this section.

3 Civil Fines and Penalties

We will pay on behalf of the **assured** 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 **your** affairs, as a direct result of such person acting in their capacity as an **assured** unless that civil fine is deemed uninsurable under law.

Sub-Section B – Corporate Liability

The cover described below is only operative if shown as insured as insured on the **schedule**

Cover

1 Corporate Liability

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay as the result of any claim made against **you** as a company during the **period of insurance** (or **discovery period** if applicable) for a **company wrongful act** within the **territorial limits**.

2 Legal Representation Costs

We will pay on **your** behalf the **legal representation costs** and related professional fees arising from an **investigation** notified as being required during the **period of insurance** under the provisions of the:

- a) Health and Safety at Work etc. Act 1974
- b) Corporate Manslaughter and Corporate Homicide Act 2007 or the equivalent legislation in any other jurisdiction.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of all claims made during the **period of insurance** including all damages and costs and expenses will not exceed the limit of indemnity shown on the **schedule**.

Extensions to Sub-Section B – Corporate Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Loss of Documents

We will pay on **your** behalf the costs incurred by **you** in replacing, restoring or reconstituting any documents or computer system records held or owned by **you** or for which **you** are responsible following **damage** occurring during the **period of insurance**.

We will not pay for:

- a) bearer bonds, coupons, bank currency notes or other negotiable instruments
- b) the first £1,000 of each and every claim.

Our liability under this extension is will not exceed 10% of the limit of indemnity or £25,000 whichever is lower during the **period of insurance**.

2 Crisis Communication

We will pay on **your** behalf the costs incurred, with **our** prior consent, in engaging a professional public relations firm or consultant, crisis management or law firm to prevent or limit the adverse effects of negative publicity arising from a claim within the **territorial limits** in respect of a **company wrongful act** or an **investigation**.

Our liability under this extension is will not exceed 10% of the limit of indemnity or £100,000 whichever is lower during the **period of insurance**.

Extensions to Sub-Sections A – Trustee Liability and B – Corporate Liability

(Subject to the terms, conditions and exclusions of these sub-sections, this section and this **policy**)

1 Court Attendance

We will pay **you** £500 for each day the **assured** is required to attend court in connection with a claim for which **you** are entitled to indemnity under this section.

Our liability under this extension will not exceed 10% of the limit of indemnity or 100,000 whichever is lower in respect of all claims during the **period of insurance**.

2 Emergency Costs

If **you** or the **assured** are unable to reasonably obtain **our** prior written consent to incur **legal representation costs**, **we** will retrospectively approve such costs, provided they are notified to **us** as soon as practicable.

Our liability under this extension is will not exceed 10% of the limit of indemnity or £50,000 whichever is lower during the **period of insurance**.

Exclusions to Sub-Sections A – Trustee Liability and B – Corporate Liability

1 Fraudulent or Deliberate Acts

We will not pay for any claim directly or indirectly caused by or contributed to, by or arising from any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations by **you** or the **assured** but nothing in this exclusion will prevent:

- a) an **assured** who is not concerned in such act, omission, breach or disregard being indemnified in accordance with the terms, conditions and exclusions of this insurance for such actions committed by any other person (within the definition of the **assured**)

- b) the **assured** being indemnified for **legal representation costs** reasonably incurred in successfully defending an action arising out of an allegation of a dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations.

2 Illegal Profits

We will not pay for any claim based upon or attributable to **you** or the **assured** gaining any profit or advantage or receiving any remuneration to which **you** or the **assured** was not legally entitled.

3 Excluded Losses

We will not pay for:

- a) taxes
- b) fines or penalties (except as provided under Extension 4 Civil Fines and Penalties)
- c) remuneration or employment related benefits
- d) any **employment claim**
- e) exemplary, punitive or other non-compensatory damages of any kind (these are damages in excess of normal compensation awarded to punish **you** or director, officer, governor or trustee of **you**) that are uninsurable under the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

4 Claims Admission

We will not pay for any claim made by **you** or by any director, officer, governor or trustee of **you** where:

- a) the original claim emanates from an independent third party or shareholder who is not an **assured** who brings an action on behalf of the **assured**, or
- b) the claim is brought by or under the direction of an office-holder.

For the purposes of this exclusion, an 'office-holder' is any person who by provision of the Insolvency Act 1986 and Insolvency Rules 1986 holds an office in relation to insolvency proceedings.

5 Prior Claims or Knowledge

We will not pay:

- a) for any claim arising out of any notice of intended claim, circumstance, occurrence or **investigation** notified under any insurance attaching prior to the inception of the insurance provided by this section or which should have been so notified, or
- b) for any claim arising out of any notice of intended claim, circumstance, occurrence or **investigation** known to **you** or the **assured** prior to the inception of the insurance provided by this section, or
- c) for any other claim arising out of any notice of intended claim, circumstance, occurrence or **investigation** occurring prior to the inception of the insurance provided by this section unless:
 - i. there was previous insurance operative that would have indemnified **you** or the **assured** had the notice of intended claim, circumstance, occurrence or **investigation** been known to **you** or the **assured** prior to commencement of this insurance, and
 - ii. documentary evidence is provided of such previous insurance, and
 - iii. the notice of intended claim, circumstance, occurrence or **investigation** relating to such claim happened no more than two years prior to the commencement of the insurance provided by this section.

6 Property or Injury Claims

We will not pay for any claim for bodily injury, mental anguish, emotional distress, illness, disease or death or for **damage** of or to any **property** including loss of use thereof (except as provided by Cover 2 Legal Representation Costs and Extension 1 Loss of Documents of Sub-Section B – Corporate Liability).

7 Professional Duty

We will not pay for any claim for actual or alleged breach of, or failure to perform any professional duty or professional service for any client, customer or other person who relies on any advice, treatment, instruction, design, plan, formula or specification provided by **you** or the **assured** or any claim for which an indemnity would be provided under Sub-Section C – Professional Indemnity of this **policy**. This exclusion does not apply to any failure to supervise the performance of professional duties or professional services.

8 Copyright

We will not pay for any claim for actual or alleged misappropriation, infringement or breach of copyright, patent, trademark or other intellectual property right or any infringement of data protection legislation.

9 Pension Trustees

We will not pay for any claim 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.

10 Libel or Slander

We will not pay for any claim for any actual or alleged libel, slander, defamation or any form of invasion of privacy.

Conditions to Sub-Sections A – Trustee Liability and B – Corporate Liability

1 Notification

Failure to comply with this condition will affect the payment of any claim.

It is a condition precedent to **our** liability that either **you** or the **assured**, as applicable, must give written notice to **us** during the **period of insurance** (or **discovery period** if applicable) of:

- a) any claim made against the **assured**
- b) the receipt of notice from any person, persons or corporate body of an intention to make a claim against the **assured**
- c) any circumstance, occurrence or **investigation** of which **you** or the **assured** becomes aware which may give rise to a claim against the **assured**.

Any such claim, notice of intended claim, circumstance, occurrence or **investigation** must be notified to **us** immediately.

Where notice has been given to **us** in accordance with item b or c above, any claim to which that notice, circumstance, occurrence or **investigation** may give rise after the expiry of the **period of insurance** will be deemed, for the purpose of this insurance, to have been made on the date of notification to **us**.

Written notice must include but is not limited to:

- i. a full description of the claim, notice of intended claim, circumstance, occurrence or **investigation**
- ii. the nature of the allegation
- iii. the identity of the claimant or potential claimant
- iv. the date on which **you** or the **assured** first became aware of such claim, notice of intended claim, circumstance, occurrence or **investigation**.

In the event that it has not been practicable for **you** or the **assured** to give written notice to **us** during the **period of insurance** (or **discovery period** if applicable) then written notice may be given to **us** within 30 days of the date of expiry of the same **period of insurance** (or **discovery period** if applicable). Such notice will be deemed to have been given to **us** during the **period of insurance**.

2 Claims Settlement Consent

We will have full discretion in the conduct and control of any negotiations or recovery or contribution proceedings or in the

defence or settlement of any claim however **we** will not settle any claim or any recovery or contribution proceedings without the consent of the **assured**.

If however the **assured** refuses to consent to any settlement recommended by **us** and elects to continue the defence of the claim or the prosecution of any recovery or contribution proceedings, then **our** liability for the claim will not exceed the amount which the claim would then have represented if it had been settled at the date of such refusal and then only up to the limit of indemnity shown on the **schedule** for this section.

3 Contested Proceedings

The **assured** will not be required to contest any legal proceedings unless a Queen's Counsel (to be selected by **us** after consultation with the **assured**) advises that such proceedings should be contested.

For the purposes of this condition, Queen's Counsel also means a lawyer of similar standing where proceedings have been commenced in jurisdictions outside England and Wales.

4 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a) negotiate, defend or settle, in the name of **you** or the **assured** and on behalf of **you** or the **assured**, any claims made against the **assured**
- b) take legal action in the name of **you** or the **assured** but for **our** benefit to get back any payment **we** have made under this insurance.

If any payment is made under this insurance in respect of a claim, **we** agree not to exercise **our** subrogated rights of recovery against any person who has been, or may be, under a contract of service or apprenticeship with **you** unless the payment giving rise to such right has directly or indirectly been caused by or contributed to, by or has arisen from:

- i. the dishonest, fraudulent, criminal or malicious act or omission of such person
- ii. such person gaining any profit or advantage or receiving any remuneration to which they were not legally entitled.

5 Controlling Interest

If during the **period of insurance**:

- a) more than 50% of **your** directors resign or are removed from office within any 90 day period, or
- b) any person, whether or not an existing shareholder, acquires a **controlling interest** in **you**

you must notify **us** within 30 days of the date of the first of such resignations or removals or change of control .

The insurance provided by this section will be restricted (unless **we** agree in writing to the contrary) so as to apply only to **wrongful acts** occurring prior to the date of the first of such resignations or removals or change of control.

6 Advancement of Costs and Expenses

We will advance all costs and expenses on a current basis (less any applicable **excess**) that are incurred, with **our** prior written consent, by the **assured** in their role as a director, officer, governor or trustee of **you** in defending any actions, suits and proceedings against them for a **wrongful act** for which the **assured** or **you** is entitled to indemnity under this insurance.

In the event there is an allegation of any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations on the part of the **assured** in any civil or criminal proceedings, the costs and expenses reasonably incurred by the **assured** will only be advanced at **our** discretion and will be repayable, if so advanced, in the event that the **assured** pleads guilty, or is found guilty, or admits liability or is found liable for such act, omission, breach or disregard.

If there is no such advancement, costs and expenses will be reimbursed to the **assured** in the event of an acquittal or no finding of any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations.

7 Series of Claims or Investigations

- a) A series of claims arising out of the same **wrongful act** or **company wrongful act** a related series of **wrongful acts** or **company wrongful acts** attributable to one original occurrence or circumstance will be deemed to constitute a single claim for the purposes of the insurance provided by this section. Such claims will be deemed to have been first made when the earliest such claim was first made.
- b) A series of **investigations** attributable to one original source or cause will be deemed to constitute a single **investigation** for the purposes of the insurance provided by this section. Such **investigation** will be deemed to have been first made when the **assured** is first required to attend any such **investigation**.

Sub-Section C – Professional Indemnity

The cover described below is only operative if shown as insured on the **schedule**

Cover

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of a breach of **your** professional duty that results in a **circumstance** or claim against **you** for:

- a) economic loss not accompanied by **injury** or accidental **damage**
- b) accidental **injury** or **damage to property** (not caused by any **products supplied**) including economic loss arising from such accidental **injury** or **damage to property**
- c) unintentional breach, infringement or unauthorised use of confidential information, trade secrets, copyrights, trademarks, designs or computer routines and programs not owned by **you** and committed in good faith
- d) unintentional libel or slander or defamation of character provided that such **circumstance** or claim:
 - i. is discovered by **you** during the **period of insurance**
 - ii. is notified to **us** during the **period of insurance**
 - iii. arises from a negligent act, error or omission committed by **you** on or after the date that cover commenced under this sub-section and does not form part of an inter-related series of acts, errors, omissions or events which commenced prior to such date
 - iv. arises in connection with the conduct of **your business** within the **territorial limits**.

Limit of Indemnity

The maximum amount **we** will pay in any one **period of insurance** in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed the Professional Indemnity limit of indemnity shown on the **schedule**.

We will also pay **your costs and expenses** incurred with **our** consent in defending a claim against **you** provided such costs do not exceed the Professional Indemnity limit of indemnity shown on the **schedule** in respect of one claim or series of claims.

Extensions to Sub-Section C – Professional Indemnity

(Subject to the terms, conditions and exclusions of this section and this **policy**)

1 Court Attendance

We will pay **you** the amounts shown below for each day such persons are required by **us** to attend court in connection with a claim for which **you** are entitled to indemnity under this section:

- a) **you** or any **director, partner, club official** or trustee £500
- b) any **employee** £250

2 Professional Fees

We will pay for accountant and any other professional adviser fees incurred to substantiate the amount of loss following a dishonest or fraudulent act of any **director, partner, club official, trustee** or **employee** in connection with any **circumstance** or claim which cover is provided by this section provided that all such costs are incurred with **our** prior written consent. **We** will not pay for the costs of preparing any claim.

3 Irrecoverable Fees

We will pay **you** up to the value of any fee owed to **you** by any of **your** clients where they are alleging that **you** are in breach of **your** professional duty and where, in **our** opinion, a valid claim is likely to be made against **you** in respect of such breach and for which cover is provided by this section provided that such breach:

- a) first becomes known to **you** during the **period of insurance**
- b) is notified to **us** during the **period of insurance**
- c) arises from a negligent, act, error or omission committed on or after the date cover commenced under this sub-section
- d) arises in connection with **your business** within the **territorial limits**.

4 Extended Reporting Period

If **we** or **you** cancel this section (other than where the premium is not paid) or **we** do not offer renewal of this section and **you** do not replace the cover by any other similar insurance then **you** shall be entitled to an extension of the expiring **period of insurance** provided by this section of:

- a) 30 days, or
- b) 12 months

in respect of claims made after the effective date of **you** cancelling the insurance cover or the expiry of the insurance immediately prior to the refusal to renew provided that:

- i. written notice is given to **us** within 15 days of the effective date of cancellation or non-renewal of this section
- ii. where **you** request an extension of the reporting period for 12 months, **you** must make payment to **us** of 50% of the expiring and last annual premium for this section within 30 days of the effective date of cover ceasing
- iii. cover only applies to acts committed prior to the date of cancellation or refusal to renew this section.

If **we** offer terms, conditions or limits of indemnity that differ from those of the expiring **period of insurance**, this shall not constitute a refusal to renew.

5 Investigation Costs

We will pay for additional costs incurred as a result of an investigation, constituted hearing, tribunal or proceedings that are brought by the Charity Commission or any other regulatory body against **you** or any trustees or **club officials**.

Our liability under this extension will not exceed £100,000 in any one **period of insurance**.

6 Documents

We will pay for accidental **damage** to documents not owned by **you**. The basis of settlement under this extension shall be their value as materials or stationery together with the cost of clerical labour expended in their reproduction or restoration if more economical.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

We will not pay if **we** have accepted a claim under Extension 1 Loss of Documents to Sub-Section B – Corporate Liability of this section.

Exclusions to Sub-Section C – Professional Indemnity

1 Dishonest or Fraudulent Acts

We will not pay for any claim arising out of dishonest or fraudulent action other than where a claim arises by reason of, and is solely and directly caused by, the actual or alleged dishonest or fraudulent action of any **director, partner, club official, trustee or employee** (whether committed alone or in collusion with others) and results in any of **your** clients' suffering a loss provided:

- a) the dishonest or fraudulent act was not one that should have been known or ought reasonably to have been known to **you** or any **director, partner, club official** or trustee
- b) the dishonest or fraudulent act was not committed by or in collusion with the client suffering the loss
- c) **your** annual accounts (and client accounts) where applicable have been certified by an independent qualified accountant or auditor
- d) any claim or series of claims arising out of dishonest or fraudulent action whether of a similar nature or otherwise committed by a person or persons acting in collusion with others shall for the purposes of this section be treated as one claim and the amount payable will not exceed the Professional Indemnity limit of indemnity shown on the **schedule**.

2 Property and Vehicles

We will not pay for:

- a) any claim arising from **your** ownership, possession or use of any buildings, premises, structures, land, aircraft, watercraft or vehicle
- b) any claim for **damage** to property owned by, leased, hired, rented or entrusted to **you** or otherwise in **your** care, custody or control except as provided by Extension 6 – Documents to this section.

3 Products Supplied

We will not pay for any claim caused by or arising from or in connection with any **products supplied**.

4 Defective Workmanship

We will not pay for the cost of repairing or replacing materials or goods sold or supplied or of rectifying workmanship.

5 Controlling Interest

We will not pay for any claim caused by or arising from or brought by:

- a) any firm, company or organisation in which **you** have a **controlling interest**, or
- b) any entity that has a **controlling interest** in **you** by virtue of their having a majority financial, executive or managerial interest in **your business**

unless such claim originates from a source independent of the firm, company, organisation or entity.

6 Joint Ventures

We will not pay for any claim arising from a partnership, consortia or joint venture of which **you** or any **director, partner, club official** or trustee is a member.

7 Rights of Recovery

We will not pay for any claim where **you** have agreed to exclude or limit **your** rights of recovery from another party unless this has been agreed in advance by **us**.

8 Patent Infringement

We will not pay for any claim arising from **your** infringement of any patent.

9 Employees

We will not pay for any claim arising from or in connection with **injury** to any **employee** where such **injury** arises out of and in the course of their employment or engagement by **you** in a voluntary capacity or otherwise.

10 Previous Claims and Circumstances

We will not pay for any claim or **circumstance** which has been notified or is notifiable under any other policy before the commencement of this section or which would have been notifiable had **you** not been uninsured at the time **you** first became aware of such claim or **circumstance**.

11 Deliberate Acts and Defective Services

We will not pay for any claim caused by or arising from:

- a) a deliberate act, error or omission by **you** or any **director, partner, club official** or trustee or **employee** or on **your** behalf
- b) the provision by **you** of any service which **you** knew or ought reasonably to have known to be deficient or ineffective and incapable of substantially fulfilling the essential purpose for which it is intended or to perform as specified, warranted (whether express or implied) or guaranteed.

12 Trustee and Corporate Liability

We will not pay for any claim for which an indemnity would be provided under Sub-Sections A – Trustee Liability and B – Corporate Liability of this **policy**.

13 Unethical Conduct

We will not pay for any claim made in respect of any actual or alleged violation of any law relating to unconscionable conduct, any anti-trust or competition law or other law prohibiting restraint of trade, business or profession.

14 Excluded Locations

We will not pay for any claim caused by or arising out of or in connection with work on or in, or from the provision of any service, advice, design, formula, plan or specification in connection with any:

- a) i towers
ii steeples
other than bell ringing or guided tours
- b) chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels
- c) aircraft, hovercraft, airports or airfields, railways, watercraft, docks or harbours, piers, wharves, breakwaters or sea walls
- d) offshore installations or support vessels
- e) collieries, mines, quarries, chemical works, gas works, oil refineries or bulk storage facilities for gas or oil, power stations, wind farms, nuclear installations or establishments.

15 Medical Malpractice

We will not pay for any claim arising out of any actual or alleged negligent act, error or omission in providing or failing to provide medical treatment or services which results in **injury**.

16 Excluded Compensation

We will not pay for:

- a) liquidated damages, fines or penalties
- b) exemplary, punitive or multiplied damages (these are damages in excess of normal compensation awarded to punish **you**).

17 Financial Benefit Schemes

We will not pay for any claim arising out of or in connection with **you** or any **director, partner, club official** or trustee acting in the capacity:

- a) as a trustee or administrator of any pension, retirement superannuation scheme, profit share or any other employee benefit scheme or programme
- b) as an external auditor, liquidator, receiver, administrator or administrative receiver.

18 Financial Advice

We will not pay for any claim arising out of or in connection with any investment in, sale or purchase of shares, securities or stock by **you** or any advice on the investment of client funds including breach of any regulations or misuse of information relating to them.

19 Trading Losses

We will not pay for any claim arising out of or in connection with **your** insolvency (including any claim made by **your** liquidator, provisional liquidator or administrator) or any trading losses or trading liabilities incurred by **your business** or any business managed or carried on by **you**.

20 Failure to Maintain Insurance

We will not pay for any claim arising out of the failure or omission to effect insurance or maintain adequate insurance or failure or omission to comply with the terms and conditions of any insurance.

Condition Precedent to Liability – Sub-Section C – Professional Indemnity

Subcontractors and Suppliers

It is a condition precedent to **our** liability to pay claims in respect of liability arising from or in connection with services provided on **your** behalf in connection with **your business** by any bona-fide subcontractor or third party supplier that:

- a) **you** must, prior to their engagement on each and every occasion during the **period of insurance**, ensure that each bona-fide subcontractor or operator holds professional indemnity insurance that:
 - i. is appropriate to the service to be carried out, and
 - ii. has a period of insurance that is adequate to provide professional indemnity cover for the duration of the service provided on **your** behalf, and
 - iii. has a limit of indemnity which is not less than the limit under the Professional Indemnity Section of this **policy**
- b) **you** must provide **us** with documentary evidence of the professional indemnity insurance held by such bona-fide subcontractor or supplier at the time of their engagement to provide the service if requested by **us**.

Exclusions to the Trustee and Corporate Liability Section

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Abuse

We will not pay for any claim arising out of any actual or alleged wrongful, neglectful or inappropriate behaviour resulting in **injury** or harm to any person which may be of a physical, sexual, psychological or emotional nature whether under the guise of treatment or not, or in the course of treatment or not.

3 The United States of America or Canada

We will not pay for:

- a) any claim made or action instituted within the United States of America or any territory within its jurisdiction or Canada
- b) any claim made or action instituted to enforce a judgment obtained in the United States of America or any territory within its jurisdiction or Canada
- c) any claim arising directly or indirectly from work carried out or visits in the course of the **business** in the United States of America or any territory within its jurisdiction or Canada.

4 Contractual Liability

We will not pay for any claim arising from liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement.

Condition Precedent to Liability – Trustee and Corporate Liability Section

Other Insurance

Unless otherwise excluded, if any claim under this section is also covered in whole or in part by any other existing insurance or by an indemnity from any other insurance or security, **our** liability shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other security had this section not been effected.



Underwritten by:

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www.ageas.co.uk

Registered in England and Wales No 354568

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